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# AGENDA

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**Victor Valley Community College District  
Board of Trustees Regular Meeting**  
Board Room, Victor Valley College  
18422 Bear Valley Road, Victorville, CA 92395

February 14, 2006

**CALL TO ORDER**

**4:30 p.m.**

PLEDGE OF ALLEGIANCE

**ACTION**

Report of Closed Session action from August 9, 2005

**1. CLOSED SESSION**

- (a) Government Code Section 54956.9:  
CONFERENCE WITH LEGAL COUNSEL —  
EXISTING LITIGATION: six (6) cases
  - (1)Gloria Henderson vs. Victor Valley Community College, Bettye Underhill, Nick Halisky, VCVVS 030263;
  - (2)Nicholas Halisky and Cathleen Halisky vs. Victor Valley Community College District, Dennis Henderson, et. al, VCVVS 026112; consultation with legal counsel per Government Code Section 54956.9(a)
  - (3)Carissa M. Warren, Gaye L. Giarmo, and Karen E. Salazar v. Victor Valley Community College District, Larry Boutcher and Does 1 through 100, VCVVS 027382
  - (4)Lynn Puckett vs. Victor Valley Community College District, Ron Krimper, Nick Halisky, Bettye Underhill, Dennis Henderson, Maxine Moore, and Does 1-1000; VCVVS 037295
  - (5)Lynn Puckett vs. Victor Valley Community College District, Ron Krimper, Nick Halisky, Bettye Underhill, Dennis Henderson, Maxine Moore, and Does 1-1000; VCVVS 036483
  - (6)Victor Valley Community College District vs. Nicholas Louis Halisky, Lynn Puckett, and Does 1 through 100, VCVVS 036483
- (b) Government Code Section 54957.6: CONFERENCE WITH LABOR NEGOTIATORS  
Agency designated representatives: Bill Schmidt, Willard Lewallen, Richard Prystowsky, Willie Davis Pringle, Bruce Baron. Employee organizations: CSEA, CTA, AFT-PTFU
- (c) Government Code Section 54957:  
DISCIPLINE/DISMISSAL/RELEASE OF A PUBLIC EMPLOYEE:  
Three (3) positions
- (d) Government Code Section 54956.9  
POTENTIAL LITIGATION: Student Complaint
- (e) Government Code Section 54956.9 Conference with legal counsel – existing litigation:  
one (1) case. Grievance filed by California Employees Association re: health and welfare benefits for classified specials
- (f) Government Code Section 54957; PUBLIC EMPLOYEE PERFORMANCE  
EVALUATION

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

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- 2. RECONVENE TO OPEN SESSION** **6 p.m.**
- 2.1 Action as a result of Closed Session
- 3. GOVERNING BOARD**
- 3.1 Consider approval of the minutes of the January 24, 2006, special Board meeting and the minutes of the November 8, 2005 special Board meeting. YES \_\_\_ NO \_\_\_
- 3.2 Announcement that persons may speak to agenda items if the Agenda Discussion Form has been completed. Information
- 3.3 Agenda Additions/Revisions YES \_\_\_ NO \_\_\_
- 4. REPORTS** Information
- 4.1 Superintendent/President
- 4.2 Instruction
- 4.3 Student Services
- 4.4 Administrative Services
- 4.5 Human Resources
- 4.6 Governmental Relations
- Annual Legislative Report Presentation
- 4.7 Foundation
- 4.8 Board of Trustees
- 4.9 Constituency Representatives
- a) ASB
  - b) CCA
  - c) CSEA
  - d) Faculty Senate
  - e) AFT Part-Time Faculty United
  - f) Management
- 4.10 Public Comments
- This is the time for the general public to address the Board. State law prohibits the Board from addressing any issue not included on the agenda. Please limit comments to three minutes per individual and a total of 15 minutes per topic. Discussion of personnel matters is inappropriate for open session. The Board is committed to protecting the privacy interests of District personnel. Should any member of the public wish to discuss a



personnel matter, it must first be brought to the attention of the director of human resources. Speakers are cautioned that under California law, no person is immune from liability for making intentionally false or defamatory comments regarding any person simply because those comments are made at a public meeting.

#### 4. CONSENT AGENDA

All matters listed under **Consent Agenda** are considered by the Board of Trustees to be routine or sufficiently supported by back-up information as not to require additional discussion. Consent items will be enacted by one motion. 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. Public comment on Consent Agenda items from anyone completing an Agenda Discussion Form will be heard prior to the Board's vote on the Consent Agenda.

**Consider approval of the following consent items to be approved in one motion.**

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

- a. Administrative/Management/Confidential Payment of Accrued Vacation Days  
Consider approval of the payment as listed. Fiscal impact: Budgeted
- b. Temporary Academic  
Consider approval of the appointments as listed. Fiscal Impact: Budgeted
- c. Academic Ratification of Equivalency Requests  
Consider ratification of the equivalencies as listed. Fiscal impact: None
- d. Non-Classified Employees  
Consider approval of the appointments as listed. Fiscal impact: None
- e. Classified Bargaining Unit Appointments, Promotions, and/or Transfers  
Consider approval of the transfers/appointments as listed. Fiscal impact: Budgeted
- f. Agreement – Child Development Services – CIMS-5501  
Consider adoption of the resolution to approve the agreement with the California Department of Education Local Agreement for Child Development Services contract #CIMS-5501 per the terms and conditions contained therein. Fiscal impact: to the District \$3,314
- g. Student Travel – TANF Conference  
Consider approval of travel for Sandy Visser and Sharon Murphy to attend the TANF-CDC and CalWORKs Partnership Conference in San Mateo, CA, from March 22-24, 2006. Fiscal impact: None to the District. Paid for by TANF Grant funds.
- h. Curriculum Changes  
Consider approval of the curriculum changes that have been recommended by the College Curriculum Committee.

- i. Agreement – for Personal Services – Luis Pena  
Consider approval of the agreement for personal services with Luis Pena to conduct maintenance and repair on all weight room equipment as listed. Fiscal impact: Not to exceed \$3,700.
- j. Out-of-State Travel  
Consider approval of travel Maria Rempfer, Operations Assistant Auxiliary Services to attend the Campus market Exposition 2006 in Houston, TX, March 3-7, 2006. Fiscal impact: \$2,650, Rams Bookstore fund, budgeted item.
- k. Amended Agreement – Rightway  
Consider approval of the amendment to the agreement with Rightway as requested. Fiscal impact: \$849.50 (Fund 71 expenditure – 100% reimbursable by the Chancellor’s office through the Hazardous substances program).
- l. Board of Trustees Transfers and Payments Report  
Consider approval of the Board of Trustees and Payments Reports.
- m. Out-of-State Travel  
Consider approval of out-of-state travel for staff and students to attend the American Student Association of Community Colleges National Student Advocacy Conference, in Washington, DC, March 18-21, 2006. Fiscal impact: None to the District, ASB budgeted item.
- n. Classified Additional Position  
Consider approval of the addition of the Administrative Secretary II as listed. Fiscal impact: budgeted item.
- o. Classified Position Increase in Time  
Consider approval to increase the student development specialist position from half-time full-time. Fiscal impact: budgeted item, Board Financial Assistance Program (BFAP)

## **ACTION AGENDA**

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

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

### **8. INSTRUCTION**

#### **8.1 Agreement – Mojave Water Agency**

Consider approval of the agreement with the Mojave Water Agency to further develop the Victor Valley College Mojave Sustainability Project by receiving a sponsorship investment in the amount of \$20,000. Fiscal impact: to the District \$20,000

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

**9. STUDENT SERVICES**

**10. ADMINISTRATIVE SERVICES**

**10.1 Agreement – Neon Software, Annual Agreement**

Consider approval of the agreement with Neon Software as submitted  
Fiscal Impact: not to exceed \$17,684.68 annually budgeted item

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

**10.2 Agreement – Verizon Wireless**

Consider approval of the agreement with Verizon Wireless as submitted.  
Fiscal impact: Reduction in annual service fees over current service.

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

**10.3 Bid Awards – Advanced Technology Building**

Consider awarding the bids to the designated company's and/or contractor listed on the amendments. Fiscal impact: Capital Fund 71 redevelopment expenditure

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

**10.4 Agreement – Kerri Santoro**

Consider approval of the agreement with Kerri Santoro for the operation of the High Desert Farmers' Market as requested. Fiscal impact: \$59,400 income to the district and an additional \$2,500 for student scholarships over the five year period covered by the contract.

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

**10.5 Agreement – Dave Van Fleet**

Consider approval of the agreement with Dave Van Fleet as submitted  
Fiscal impact: The total fiscal impact is projected to be \$325,000.00 for the two year period. (This project is State funded and will be 100% reimbursable to the district through Capital Outlay Fund 71.)

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

**10.6 Agreement – Koury Engineering**

Consider approval of the agreement with Koury Engineering for laboratory and on-site testing services as requested. Fiscal impact: Not to exceed \$221,450.00 (to be reimbursed by the Chancellor's office through fund 71).

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

**10.7 Donations**

Consider acceptance of the donations as college property. Total donation amount \$24,305.76.

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

**10.8 Budget Calendar**

Consider approval of the proposed budget calendar for 2006-07 as listed.

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

**10.9 Agreement – Affiliated Computer Services, Inc.**

Consider approval of the renewal agreement with Affiliated Computer Services to provide 1098-T reporting requirements for tax year 2005. Fiscal impact: Budgeted item from Fund 01, not to exceed \$20,000

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

**10.10 Annual Audit**

Consider acceptance of the 2004-05 audit as presented. Fiscal impact: None

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

10.11 Agreement – School Advisors

Consider approval of the agreement with School Advisors. Fiscal Impact: \$45,000 plus expenses (the vendor is located in Ontario which will minimize out-of-pocket costs). Although the VVC Board of Trustees is approving this agreement the funding will come from the VVC Foundation which has been, and continues to, fundraise for the purpose of supporting a bond campaign.

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

10.12 Agreement – Reliable Graphics

Consider approval of the agreement with Reliable Graphics for blueprint and specification printing of construction plans for the Speech/Drama Addition project as submitted. Fiscal Impact: \$35,000.00 (This project is State funded and will be 100% reimbursable to the district through Fund 71.)

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

**11. HUMAN RESOURCES**

11.1 Academic Tenure Recommendations

Following Closed Session, recommendations will be made regarding the contract status of the second year contract employees listed below:

James Comer, History  
David Gibbs, Biology

Brian Hendrickson, Paramedic  
Tom Turner, Fire Technology

Recommendations may be to:

- a. Not enter into a contract for the following academic year
- b. Enter into a contract for the following two academic years
- c. Employ as a regular employee for all subsequent academic years (tenure)

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

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

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

Fiscal impact: budgeted item

11.2 Academic Tenure Recommendations

Following Closed Session, recommendations will be made regarding the contract status of the third year contract employees listed below:

Jaclyn Trost, Counseling  
Steve Toner, Math  
Terry Truelove, Nursing

Hinrich Kaiser, Biology  
David Graham, Music

Recommendations may be to:

- I. Employ the probationary employee(s) as a tenured employee for all subsequent academic years.
- II. Not employ the probationary employee(s) as a tenured employee

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

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

Fiscal impact: budgeted item

## 12. FOR INFORMATION ONLY

- |                                                                                                                    |             |
|--------------------------------------------------------------------------------------------------------------------|-------------|
| 12.1 <u>Academic Resignations</u><br>Provided as an informational item.                                            | Information |
| 12.2 <u>Substitutes Provided Through Contract</u><br>Provided as an informational item.                            | Information |
| 12.3 <u>Classified Resignation</u><br>Provided as an informational item.                                           | Information |
| 12.4 <u>Administrative/Management/Confidential Resignation</u><br>Provided as an informational item.               | Information |
| 12.5 <u>Dr. Prem Reddy School of Health Sciences Revised Allocation Plan</u><br>Provided as an informational item. | Information |
| 12.6 <u>Monthly Financial Reports</u><br>Provided as an informational item.                                        | Information |

## 13. ADJOURNMENT

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 Board of Trustees Special Meeting

## Minutes

Board Room, Victor Valley College  
18422 Bear Valley Road, Victorville, California

January 24, 2006

5 p.m.

**CALL TO ORDER:** The Board of Trustees of Victor Valley Community College District met in Open Session on January 24, 2006, in the Board Room of the Administration Building. Mr. Range, Board President, called the meeting to order at 5 p.m.

**PLEDGE OF ALLEGIANCE:** Annette McComas led the audience in the Pledge of Allegiance to the flag.

**MEMBERS PRESENT:** Mr. Range, Board President; Mr. Dennis Henderson, Vice President; Mr. Donald Nelson, Clerk Trustee, Thomas M. Elder II, Dr. Bettye Underhill, Trustee. Michael Koenig, substituted for Kimberlee Kelly ASB President and Student Trustee)

**MEMBERS ABSENT:** None

**STAFF/GUESTS PRESENT:** Dr. Spencer, Mr. Baron, Dr. Schmidt, Mr. Bill Greulich, Dr. Prystowsky, Dr. Lewallen, Annette McComas, Tom O'Rourke, Robert Sewell, Stephen Garcia, Dave Chip, Neal Kelsy, Willie Davis Pringle, Dale Morgan, Kevin Crowley, Lael Willingham, David Lane, William Carlton other staff, and members of the public.

**CLOSED SESSION:** Mr. Range recessed the Open Session at 5:04 p.m. and the Board met in Closed Session from 5:04 p.m. to 6:23 p.m. to discuss the following:

The Board moved to Closed Session from 5:04 p.m. to 6:23 p.m. to discuss the following:

### 1. CLOSED SESSION

- (a) Government Code Section 54956.9:  
CONFERENCE WITH LEGAL COUNSEL —  
EXISTING LITIGATION: six (6) cases  
(1)Gloria Henderson vs. Victor Valley Community College, Bettye Underhill, Nick Halisky, VCVVS 030263;

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

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- (2) Nicholas Halisky and Cathleen Halisky vs. Victor Valley Community College District, Dennis Henderson, et. al, VCVVS 026112; consultation with legal counsel per Government Code Section 54956.9(a)
- (3) Carissa M. Warren, Gaye L. Giarmo, and Karen E. Salazar v. Victor Valley Community College District, Larry Boutcher and Does 1 through 100, VCVVS 027382
- (4) Lynn Puckett vs. Victor Valley Community College District, Ron Krimper, Nick Halisky, Bettye Underhill, Dennis Henderson, Maxine Moore, and Does 1-1000; VCVVS 037295
- (5) Lynn Puckett vs. Victor Valley Community College District, Ron Krimper, Nick Halisky, Bettye Underhill, Dennis Henderson, Maxine Moore, and Does 1-1000; VCVVS 036483
- (6) Victor Valley Community College District vs. Nicholas Louis Halisky, Lynn Puckett, and Does 1 through 100, VCVVS 036483
- (b) Government Code Section 54957.6: CONFERENCE WITH LABOR NEGOTIATORS  
Agency designated representatives: Bill Schmidt, Willard Lewallen, Richard Prystowsky, Willie Davis Pringle, Bruce Baron. Employee organizations: CSEA, CTA, AFT-PTFU
- (c) Government Code Section 54957:  
DISCIPLINE/DISMISSAL/RELEASE OF A PUBLIC EMPLOYEE:  
Two (2) positions
- (d) Government Code Section 54956.9  
POTENTIAL LITIGATION: Student Complaint
- (e) Government Code Section 54956.9 Conference with legal counsel – existing litigation: one (1) case. Grievance filed by California School employees Association re: health and welfare benefits for classified specials

**2. RECONVENE TO OPEN SESSION**

**6 p.m.**

**2.1 Action as a result of Closed Session**

Mr. Range reported that there were no actions taken by the Board in Closed Session.

**3. GOVERNING BOARD**

3.1 It was MSC (Underhill/Nelson, 5-0) to approve the minutes of the January 10, 2006, regular Board meeting.

3.2 Announcement that persons may speak to agenda items if the Agenda Discussion Form has been completed.

**3.3 Agenda Additions/Revisions**

Dr. Spencer announced that item 5.d had an amendment and item 7.1 had a typographical correction.

**4.10 Public Comments**

This is the time for the general public to address the Board. State law prohibits the Board from addressing any issue not included on the agenda. Please limit comments to three minutes per individual and a total of 15 minutes per topic. Discussion of personnel matters is inappropriate for open session. The Board is committed to protecting the privacy interests of District personnel. Should any member of the public wish to discuss a personnel matter, it must first be brought to the attention of the director of human resources. Speakers are cautioned that under California law, no

person is immune from liability for making intentionally false or defamatory comments regarding any person simply because those comments are made at a public meeting.

Two public comments:

*On behalf of the college, Mr. Range and Dr. Spencer presented Dr. Franke with a plaque in recognition for her years of service to the students and to the college.*

*On behalf of the Spring Valley Lake Lion's club, Mr. Nelson presented Dr. Spencer with a check in the amount of \$1,200 in support of the Student Experience Fund.*

#### **4. CONSENT AGENDA**

All matters listed under **Consent Agenda** are considered by the Board of Trustees to be routine or sufficiently supported by back-up information as not to require additional discussion. Consent items will be enacted by one motion. 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. Public comment on Consent Agenda items from anyone completing an Agenda Discussion Form will be heard prior to the Board's vote on the Consent Agenda.

**Item 5.c was pulled from the Consent Agenda and acted on separately by the Board. See item 11.2**

It was MSC (Elder/Underhill, 5-0) to approve the following consent items in one motion.

- a. Academic Appointments  
Consider approval of appointments as listed. Fiscal Impact: Budgeted
- b. Temporary Academic  
Consider approval of the appointments as listed. Fiscal Impact: Budgeted
- c. Faculty Reassignment Moved to 11.2 for discussion and separate vote  
Consider approval of the reassignment of Chris Cole as listed. Fiscal Impact: None
- d. Non-Classified Employees  
Consider approval of the appointments as listed.



## **ACTION AGENDA**

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

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

#### **7.1 Second Reading: Proposed Board Policy No. 6620 – Naming Recognition**

It was MSC (Elder/Underhill, 5-0) to accept for second reading the proposed Board Policy No. 6620, Naming Recognition.

### **8. INSTRUCTION**

#### **8.1 Out-Of-State Travel – Theatre Arts**

It was MSC (Underhill/Nelson, 5-0) to approve the out-of-state travel for Ed Heaberlin, Lee Harris and 15 students to attend the Kennedy Center American College Theatre Festival in Cedar City, Utah on February 13-18, 2006. Fiscal Impact: None to the District.

The cost of \$6,000 associated with this travel will be paid by the Associated Student Body and through funding from the Student Experience Fund.

### **9. STUDENT SERVICES**

#### **9.1 Second Reading: Revised Board Policy No. 4230 – Grading Symbols**

It was MSC (Elder/Nelson, 5-0) following discussion, the motion carried to accept for second reading the revised Board Policy No. 4230 –Grading Symbols. Fiscal Impact: None

#### **9.2 Second Reading: Revised Board Policy No. 5040 – Student Records and Directory Information**

It was MSC (Underhill/Elder, 5-0) to accept for second reading the revised Board Policy No. 5040 –Student Records and Directory Information. Fiscal Impact: None

#### **9.3 Americorps Program – Grant Award**

It was MSC (Henderson/Underhill, 5-0) to accept the grant award of \$43,369 (annually for three years). Fiscal Impact: The district will receive \$43,369 annually.

#### **9.4 SSPIRE (Student Support Partnership Integrating Resources and Education) – Grant Award Notification**

It was MSC (Henderson/Underhill, 5-0) to accept the SSPIRE grant award.

#### **9.5 Agreement – Datatel Executive Mentoring for Information Systems**

It was MSC (Elder/Nelson, 5-0) following discussion, the motion carried to approve the agreement with Datatel, Inc. for Executive Mentoring for Information Systems. Fiscal Impact: Budgeted item, approximately \$141,500 for 2005-06 fiscal year, approximately, \$84,900 for 2006-07 fiscal year.

#### **9.6 Agreement – FACTS Management Company**

It was MSC (Underhill/Nelson, 5-0) following discussion, the motion carried to approve the agreement with FACTS Management Company. Fiscal Impact: The current debt balance from uncollected student fees will not continue to grow.

9.7 Non-Resident Tuition Fee

It was MSC (Elder/Underhill, 5-0) following discussion, the motion carried to approve the non-resident tuition rate of \$160 (statewide basis). This nonresident tuition fee will be effective for the fall semester 2006.

**10. ADMINISTRATIVE SERVICES**

10.1 Agreement - Public Economics, Inc.

It was MSC (Nelson/Underhill, 5-0) to approve the agreement with Public Economics, Inc. as listed. Fiscal Impact: \$7,500 reimbursable from proceeds of the redevelopment funds.

10.2 Agreement – Reliable Graphics

It was MSC (Henderson/Nelson, 5-0) to approve the agreement with Reliable Graphics as listed. Fiscal Impact: \$35,000 (this project is State funded and will be 100% reimbursable to the district through Fund 71).

10.3 Request to Hold a Public Hearing and Adopt a Resolution, Seismic Replacement Auxiliary Gymnasium building Project

It was MSC (Elder/Underhill) to open a public hearing regarding the seismic replacement auxiliary gymnasium building project. The public hearing was opened. Being there were no public comments, it was MSC (Elder/Nelson, 5-0) to close the public hearing. It was MSC (Nelson/Elder, 5-0) to adopt the Resolution for the Auxiliary Gymnasium Project and Negative Declaration as submitted

**11. HUMAN RESOURCES**

11.1 Revision to Management Salary Schedule

It was MSC (Elder/Underhill, 5-0) to approve the revision in the management salary schedule to include the executive dean at Range 49.

11.2 Faculty Reassignment (from Consent Item 4.c)

It was MSC (Nelson/Elder, 4-1, Henderson, No) following discussion, the motion carried to approve the reassignment of Chris Cole as listed. Fiscal Impact: None

**12. FOR INFORMATION ONLY**

12.1 Classified Resignation

Provided as an informational item.

12.2 MIS Organizational Change

Provided as an informational item.

**13. ADJOURNMENT**

The meeting was adjourned at 7:30 p.m.

APPROVED:

\_\_\_\_\_  
Joe Range, President

\_\_\_\_\_  
Donald Nelson, Clerk

Respectfully submitted,  
Patricia A. Spencer, Ph.D.  
Secretary

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



# Victor Valley Community College District Board of Trustees Special Meeting

## Minutes

Board Room, Victor Valley College  
18422 Bear Valley Road, Victorville, California

November 8, 2005

BREAK 7:45 p.m. – 7:55 p.m.

At the conclusion of the regular meeting, this special meeting was held pursuant to Government Code section 54956

**CALL TO ORDER:** Mr. Range, Board President called the meeting to order at 7:55 p.m.

**MEMBERS PRESENT:** Mr. Range, Board President; Mr. Dennis Henderson, Vice President; Thomas M. Elder II, Trustee, Dr. Dorothy Franke, Dr. Bettye Underhill, Clerk Trustee. ASB President and Student Trustee Kimberlee Kelly.

**MEMBERS ABSENT:** None

**STAFF/GUESTS PRESENT:** Dr. Patricia A. Spencer, Mr. Bruce Baron, Dr. William Schmidt, Mr. Bill Greulich, Dr. Tom O'Neil, Mr. Nick Parisi, Dr. Prystowsky, Steve Garcia, Lael Willingham, Mitchell Greene, other staff, and members of the public.

**CLOSED SESSION** Mr. Range recessed the Open Session at 7:55 p.m., and the Board met in Closed Session from 7:55 p.m. to 8:21 p.m. to discuss the following:

**1. CLOSED SESSION**

- (a) Government Code Section 54956.9:  
CONFERENCE WITH LEGAL COUNSEL —  
EXISTING LITIGATION: three (3) cases

- (1) Grievance filed by California School Employees Association re hiring of student interpreters;

(2) Grievance filed by California School Employees Association re hiring of Deaf and Hard of Hearing Specialist;

(3) Grievance filed by California School Employees Association re health and welfare benefits for classified specials

**2. RECONVENE TO OPEN SESSION**

The Board reconvened to Open Session at 8:21 p.m.

**2.1 Action as a result of Closed Session**

Mr. Range announced that as a result of Closed Session it was moved (Henderson) and seconded (Underhill) to approve two separate settlement agreements, 1) grievance filed by California School Employees Association regarding hiring of student interpreters; and 2) grievance filed by California School Employees Association regarding hiring of Deaf and Hard of Hearing Specialist. There was no action taken on Item 3) grievance filed by California School Employees Association regarding health and welfare benefits for classified specials. The motion carried unanimously, 5-0.

**3. ADJOURNMENT**

The meeting was adjourned at 8:23 p.m.

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.

APPROVED:

\_\_\_\_\_  
Joe Range, President

Respectfully submitted,  
Patricia A. Spencer, Ph.D.  
Secretary

\_\_\_\_\_  
Bettye Underhill, Ph.D., Clerk

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

HUMAN RESOURCES

FEBRUARY 14, 2006

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. Louis O'Neil, Dean, Academic Programs, not to exceed 22.06 days, \$9,454.92.

Fiscal Impact: Budgeted

RECOMMENDATION:

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

REFERENCE FOR AGENDA: NO

Signed W. SAUNDERS  
 Director of Human Resources

TRANSMITTED TO THE BOARD WITH A FAVORABLE RECOMMENDATION.

Signed [Signature]  
 Superintendent/President

ACTION TAKEN BY THE BOARD:

MOTION \_\_\_\_\_

SECOND \_\_\_\_\_

Ayes \_\_\_ Noes \_\_\_

INFORMATION ONLY \_\_\_\_\_

HUMAN RESOURCES

FEBRUARY 14, 2006

TOPIC: TEMPORARY ACADEMIC

TO THE BOARD OF TRUSTEES:

The persons listed on the attached reference sheet have been designated to perform the duties indicated.

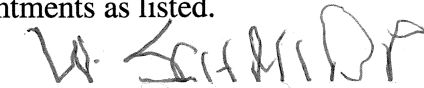
Fiscal Impact: Budgeted Item

RECOMMENDATION:

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

REFERENCE FOR AGENDA: YES


Signed



Director of Human Resources

TRANSMITTED TO THE BOARD WITH A FAVORABLE RECOMMENDATION.

Signed



Superintendent/President

ACTION TAKEN BY THE BOARD:

MOTION \_\_\_\_\_

SECOND \_\_\_\_\_

Ayes \_\_\_ Noes \_\_\_

INFORMATION ONLY \_\_\_\_\_

TEMPORARY ACADEMIC

FEBRUARY 14, 2006

FALL 2005

The following assignments either began after the beginning of the fall semester or reflect a change to the original assignment:

WINTER SESSION 2006

The following assignments either began after the beginning of the fall semester or reflect a change to the original assignment:

Doyle, John	Clinical Nursing
Fahnestock, Peter	Special Assign: Articulation of Nat Resources/Animal Science
Han, Sarah	Non-credit ESL
Miller, H. Scott	Construction Technology
Priber, Dale	Fire Technology
Slade, Neville	Special Assign: Articulation of Nat Resources/Animal Science
Slade, Neville	Agriculture/Nat Resources
Wadagnolo, Julia	Basic Skills- Reading

SPRING, 2006

Armando, Aaron	Chemistry
Beltran, Edwin	Clinical Nursing
Bush, Gary	Fire Technology
Butros, Michael	Special Assign: Title V-develop website, upload links, update info
Butros, Michael	Special Assign: Title V-conduct Math lab, grant related activities
Butros, Michael	Special Assign: Title V- develop/facilitate technology training
Castagnolo, Steve	Fire Technology
Coon, Greg	Fire Technology
Davis, Richard	Fire Technology
Dillard, Patsy	Admin of Justice
Gonthier, Hugh	Admin of Justice
Greco, John	Admin of Justice
Howard, Pat	Fire Technology
Marin, Traci	Respiratory Therapy
Mathis, Dave	Fire Technology
Merlak, Steven	Admin of Justice
Nagy, Bridgett	Clinical Nursing
Nash, Lionel	Admin of Justice
Nelson, Doug	Fire Technology
Noblet, James	Chemistry



Priber, Dale	Fire Technology
Reardon, Cherie	Special Assign: Title V Math lab-coordinate development, etc
Reid, Zaddock	Math
Repucci, Ed	Admin of Justice
Ruiz, Maria	Special Assign: Title V ESL lab-coordinate new lab, etc
Serrano, Jason	Fire Technology
Slade, Neville	Agriculture/Nat Resources
Smith, Mike	Special Assign: Develop Title V website, upload links, update info
Smith, Mike	Special Assign: Title V-develop/facilitate technology training
Thomas, Jack	Admin of Justice
Visser, Mike	Admin of Justice
Watkins, Terry	Agriculture/Nat Resources
Wells, Robert	Admin of Justice
Williams, Brett	Admin of Justice

HUMAN RESOURCES

FEBRUARY 14, 2006

TOPIC: ACADEMIC RATIFICATION OF EQUIVALENCY REQUESTS

TO THE BOARD OF TRUSTEES:

The equivalencies listed on the attached reference have been approved by the appropriate department, division dean, and Academic Senate for the discipline indicated. Henceforth, the equivalencies will apply to each candidate for said discipline.

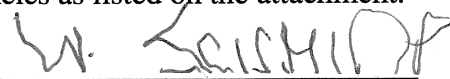
Fiscal impact: none

RECOMMENDATION:

It is recommended that the board ratify the equivalencies as listed on the attachment.

REFERENCE FOR AGENDA: YES

Signed



Director of Human Resources

TRANSMITTED TO THE BOARD WITH A FAVORABLE RECOMMENDATION.

Signed



Superintendent/President

ACTION TAKEN BY THE BOARD:

MOTION \_\_\_\_\_

SECOND \_\_\_\_\_

Ayes \_\_\_ Noes \_\_\_

INFORMATION ONLY \_\_\_\_\_

EQUIVALENCY REQUESTS

FEBRUARY 14, 2006

POLITICAL SCIENCE

Meets equivalent qualifications of Item 9B of the equivalency policy: a J.D. degree and a bachelor's degree in diplomacy and world Affairs is equivalent to a J.D. degree and a bachelor's degree in international relations, as listed in the minimum qualifications listing from the Chancellor's office for political science.

HUMAN RESOURCES

FEBRUARY 14, 2006

TOPIC: NON-CLASSIFIED EMPLOYEES

TO THE BOARD OF TRUSTEES:

The persons recommended for employment who are listed on the attached referenced sheets have been designated to perform specified job duties consistent with the provisions of Education Code § 88003.

Fiscal impact: Budgeted

RECOMMENDATION:

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

REFERENCE FOR AGENDA: Yes

Signed LA SCHMIDT  
Director of Human Resources

TRANSMITTED TO THE BOARD WITH A FAVORABLE RECOMMENDATION.

Signed R. SANCHEZ  
Superintendent/President

ACTION TAKEN BY THE BOARD:

MOTION \_\_\_\_\_

SECOND \_\_\_\_\_

Ayes \_\_\_ Noes \_\_\_

INFORMATION ONLY \_\_\_\_\_

**VICTOR VALLEY COLLEGE  
NON-CLASSIFIED EMPLOYEES**

**February 14, 2006**

<b>NAME</b>	<b>REQUESTED DATES OF EMPLOYMENT</b>	<b>POSITION</b>	<b>DEPARTMENT</b>
<b><u>Student Workers Federal/State Work Study/Work Experience</u></b>			
Casady, Julie	02/15/06-06/30/06	Student Worker	FWS-Off Campus
Deards, Erin	02/15/06-06/30/06	SSS Tutor I-WEX	SSS
Lewis, I-Chaney L.	02/15/06-06/30/06	Student Worker	FWS-Off Campus
Umana, Cynthia	02/15/06-06/30/06	Student Worker	FWS-Off Campus
<b><u>Student Workers</u></b>			
Abunaja, Maysaa	02/15/06-06/10/06	Student Other	CDC
Angulo, Sonia	02/15/06-06/10/06	Student Other	CDC
Arroyo-Barbosa, Valerie	02/15/06-06/29/06	Tutor IV	BET
Becker, Eric	02/15/06-06/29/06	Tutor IV	BET
Casady, Dawn	02/15/06-06/10/06	Student Other	CDC
Kelly, Kimberlee	02/15/06-06/30/06	Student Other	Auxiliary Services
Larsen, Mary Anne	02/15/06-06/10/06	Student Other	CDC
McGee, Linda	02/15/06-06/10/06	Student Other	CDC
Monge, Melissa	02/15/06-06/10/06	Student Other	CDC
Newberry, Tiffany	02/15/06-06/10/06	Student Other	CDC
Reyes, Daniel	02/15/06-06/30/06	Student Other	PAC
Skifton, Rachel H.	02/15/06-06/10/06	Tutor	Writing Center
Watkins, Sade	02/15/06-06/10/06	Student Other	CDC
Webb, Mary Theresa	02/15/06-06/10/06	Tutor	AGNR
Williams, Robert	02/15/06-06/28/06	Tutor IV	BET
<b><u>Substitutes</u></b>			
McDonald, Gabriela	02/15/06-06/29/06	Sign Lang. Interpreter II	DSPS
Santillian, Fermin	02/15/06-06/10/06	Custodian	M & O
<b><u>Limited Term Workers</u></b>			
Davis, Richard	01/03/06-02/10/06	Professional Expert	Fire Technology
Davis, Richard	02/15/06-06/10/06	Professional Expert	Fire Technology
Gibford, Kaylin	02/15/06-06/10/06	Professional Expert	Fire Technology
Hammer Sr., Brian	02/15/06-06/10/06	Professional Expert	Geographic Info. Systems
McGhee, Bruce	01/03/06-01/26/06	Comm. Srv.-Fee Base	Contract Ed.

**VICTOR VALLEY COLLEGE  
NON-CLASSIFIED EMPLOYEES**

**February 14, 2006**

<b>NAME</b>	<b>REQUESTED DATES OF EMPLOYMENT</b>	<b>POSITION</b>	<b>DEPARTMENT</b>
McGhee, Bruce	02/02/06-02/23/06	Comm. Srv.-Fee Base	Contract Ed.
McGhee, Bruce	03/02/06-03/30/06	Comm. Srv.-Fee Base	Contract Ed.
McGhee, Bruce	04/06/06-04/27/06	Comm. Srv.-Fee Base	Contract Ed.
McGhee, Bruce	05/02/06-05/25/06	Comm. Srv.-Fee Base	Contract Ed.
Merritt, Juanita	03/04/06-03/04/06	Community Serv-Fee Base	Contract Ed
Priber, Dale	02/15/06-06/10/06	Professional Expert	Fire Technology
Schwing, Jeffery	02/15/06-06/10/06	Professional Expert	Fire Technology

**Volunteers**

Armstrong-O'Brien, Elizabeth	02/15/06-06/30/06	Volunteer	CDC
Duke, Jeremy	02/15/06-06/30/06	Volunteer	PAC
Lough, Margie	02/15/06-06/30/06	Volunteer	PAC
Newbern III, William H.	02/15/06-06/30/06	Volunteer	Athletics
Walker, Debra	02/15/06-06/30/06	Volunteer	PAC
Yuan, Amy	02/15/06-06/30/06	Volunteer	DSPS

HUMAN RESOURCES

FEBRUARY 14, 2006

TOPIC: CLASSIFIED BARGAINING UNIT APPOINTMENTS, PROMOTIONS, AND/OR TRANSFERS

TO: THE BOARD OF TRUSTEES

The superintendent/president has approved the appointments of the following individuals and requests board approval:

1. Tom Gilbert, network manager, effective on or after February 15, 2006.
2. Florine Walton, Administrative Secretary II, Title V Grants, effective on or after February 15, 2006.
3. Recruitment for the position of admissions & records assistant (50%) is currently underway. A recommendation for appointment will be brought to the February 14, 2006, board meeting as an amendment.
4. Recruitment for the position of campus police & public safety officer is currently underway. A recommendation for appointment will be brought to the February 14, 2006, board meeting as an amendment.

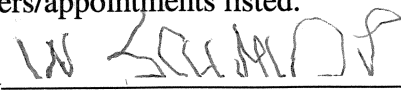
Fiscal Impact: Budgeted Item

RECOMMENDATION:

It is recommended that the board approve the transfers/appointments listed.

REFERENCE FOR AGENDA: NO

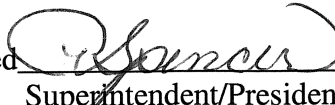
Signed



Director of Human Resources

TRANSMITTED TO THE BOARD WITH A FAVORABLE RECOMMENDATION.

Signed



Superintendent/President

ACTION TAKEN BY THE BOARD:

MOTION \_\_\_\_\_

SECOND \_\_\_\_\_

Ayes \_\_\_ Noes \_\_\_

INFORMATION ONLY \_\_\_\_\_

INSTRUCTION

FEBRUARY 14, 2006

TOPIC: AGREEMENT - CHILD DEVELOPMENT SERVICES CIMS-5501

TO THE SUPERINTENDENT/PRESIDENT:

The district desires to enter into an agreement with the California Department of Education for Child Development Services for the 2005-2006 fiscal year for instructional materials funds. The total amount to be paid on this agreement is \$3,314.

Fiscal Impact: to the District \$3,314.

RECOMMENDATION:

It is recommended that the Board of Trustees adopt a resolution to approve the agreement with the California Department of Education Local Agreement for Child Development Services contract #CIMS-5501 per the terms and conditions contained therein.

REFERENCE FOR AGENDA: YES

Signed R. Ryskowski  
Interim Deputy Superintendent/Executive  
Vice President, Instruction

TRANSMITTED TO THE BOARD WITH A FAVORABLE RECOMMENDATION:

Signed P. Spencer  
Superintendent/President

ACTION TAKEN BY THE BOARD:

MOTION \_\_\_\_\_

SECOND \_\_\_\_\_

Ayes \_\_\_\_\_ Noes \_\_\_\_\_

INFORMATION ONLY \_\_\_\_\_



RESOLUTION

BE IT RESOLVED, that the governing board of Victor Valley Community College District authorizes entering into local agreement number CIMS-5501 and that the person who is listed below is authorized to sign the transaction for the Governing Board.

Name            Title

Richard Prystowsky, Interim Deputy Superintendent/Executive Vice President, Instruction

Signature \_\_\_\_\_

PASSED AND ADOPTED THIS 14th day of February, 2006, by the Governing Board of the Victor Valley Community College District of San Bernardino County, California.

I, \_\_\_\_\_, Clerk of the Governing Board of the 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



**CALIFORNIA DEPARTMENT OF EDUCATION**

1430 N Street

Sacramento, CA 95814-5901

**F.Y. 05 - 06**

DATE: July 01, 2005

CONTRACT NUMBER: CIMS-5501

PROGRAM TYPE: INSTRUCTIONAL MATERIALS

PROJECT NUMBER: 36-6792-00-5

**LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES**

**CONTRACTOR'S NAME:** VICTOR VALLEY COMMUNITY COLLEGE DISTRICT

By signing this agreement and returning it to the State, you are agreeing to use the funds identified below for the purchase of instructional materials and supplies for the Child Development Program. These funds shall not be used for any purpose considered nonreimbursable pursuant to the 2005/2006 Funding Terms and Conditions (FT&C) and Title 5, California Code of Regulations. 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.

This contract is funded through a grant from the federal Department of Health and Human Services and subject to Code of Federal Regulations (CFR) 45, Parts 98 and 99, the Child Care and Development Block Grant Act of 1990, as amended, and Public Law 104-193, the Personal Responsibility and Work Opportunity Reconciliation Act 9 (PRWORA) of 1996, 42 USC 9858. If the Catalogue of Federal Domestic Assistance (CFDA) number in 93596 (shown as FC# in the funding block), the fund title is Child Care Mandatory and Matching Funds of the Child Care and Development Fund. If the CFDA number in 93575, the fund title is Child Care and Development Block Grant subject to the Child Care and Development Block Grant Act of 1990, the Omnibus Budget Reconciliation Act of 1990, Section 5082, Public Law 101-508, as amended, Section 658J and 658S, and Public Law 102-586.

Funding of this contract is contingent upon appropriation and availability of funds. The period for which expenditures may be made with these funds shall be from July 01, 2005 through June 30, 2006.

Expenditure of these funds shall be reported to Child Development Fiscal Services (CDFFS) on form CDFFS-9529 no later than July 20, 2006. For non-local educational agencies, expenditures made through June 30, 2006 shall be included in your 2005/2006 audit due in accordance with Section VI., I. of the Funding Terms and Conditions. The audits for School Districts and County Offices shall be submitted in accordance with Education Code Section 41020.

The total amount payable pursuant to this agreement shall not exceed \$3,314.00.

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. Exhibit A, Standard Provisions for State Contracts attached.

<b>STATE OF CALIFORNIA</b>		<b>CONTRACTOR</b>			
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)			
PRINTED NAME OF PERSON SIGNING Sharon Taylor		PRINTED NAME AND TITLE OF PERSON SIGNING			
TITLE Manager-Contracts CD+NS Fiscal Svcs		ADDRESS			
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 3,314	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE Federal		Department of General Services use only
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0	(OPTIONAL USE) 0656 14130-6792		FC# 93.575 PC# 000326		
TOTAL AMOUNT ENCUMBERED TO DATE \$ 3,314	ITEM 30.10.020.901 6100-196-0890	CHAPTER 038	STATUTE 2005	FISCAL YEAR 2005-2006	
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5035 Rev-8290				
	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		

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## 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 hereto 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 to 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 an Agreement 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 Agreement 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 Agreement 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

**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.)

**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. (GC 8350 et seq.)

**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. (PCC 10296) (Not applicable to public entities.)

**UNION ORGANIZING:** Contractor hereby certifies that no request for reimbursement, or payment under this agreement, will seek reimbursement for costs incurred to assist, promote or deter union organizing.

**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](http://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).

**DOMESTIC PARTNERS:** Commencing on July 1, 2004, for any agreement in excess of \$100,000, Contractor certifies that it is in compliance with Public Contract Code Section 10295.3 with regard to benefits for domestic partners. For any contracts executed or amended, bid packages advertised or made available, or sealed bids received on or after July 1, 2004 and prior to January 1, 2007, a contractor may require an employee to pay the costs of providing additional benefits that are offered to comply with PCC 10295.3.

## 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 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.

### 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 violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, 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 may 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)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Check [ ] if there are workplaces on file that are not identified here.

**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 #
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
SIGNATURE	DATE

INSTRUCTION

FEBRUARY 14, 2006

TOPIC: STUDENT TRAVEL – TANF CONFERENCE

TO THE SUPERINTENDENT/PRESIDENT:

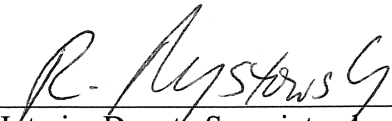
Authorization is requested to allow Sandy Visser, Child Development Department Chairperson, and Shannon Murphy, student, to participate in the TANF-CDC and CalWORKs Partnership Conference in San Mateo, California, from March 22-24, 2006.

Fiscal Impact: None to the District. Paid for by TANF Grant funds.

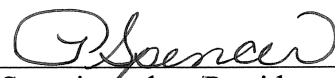
RECOMMENDATION:

It is recommended that the Board of Trustees approve travel for Sandy Visser and Shannon Murphy to attend the TANF-CDC and CalWORKs Partnership Conference from March 22-24, 2006.

REFERENCE FOR AGENDA: YES

Signed   
Interim Deputy Superintendent/Executive  
Vice President, Instruction

TRANSMITTED TO THE BOARD WITH A FAVORABLE RECOMMENDATION:

Signed   
Superintendent/President

ACTION TAKEN BY THE BOARD:

MOTION \_\_\_\_\_

SECOND \_\_\_\_\_

Ayes \_\_\_\_\_ Noes \_\_\_\_\_

INFORMATION ONLY \_\_\_\_\_

# Victor Valley Community College Travel Authorization/Reimbursement Form

Name of Attendee: Sandy Visser  
 Name of Conference/Workshop: TANF-CDC Conference  
 Location of Conference/Workshop: San Mateo, CA  
 Date(s) of Conference/Workshop: March 22-25 2006

## Travel Authorization/Funding Request

### Estimated Cost of Attendance

Meals (\$35 per day max) \$ \_\_\_\_\_  
 Mileage \_\_\_\_\_ @ \$ \_\_\_\_\_ per mile: \_\_\_\_\_  
 (call Fiscal Services for \$ per mile) YES NO  
 Transportation (plane, train, bus): To be prepaid?   230.<sup>00</sup>  
 Registration: To be prepaid?   130.<sup>00</sup>  
 Lodging/Hotel: To be prepaid?   450.<sup>00</sup>  
 Other: \_\_\_\_\_ To be prepaid?   \_\_\_\_\_  
**TOTAL ESTIMATED COST OF TRAVEL:** \$ 800.00

**NOTES:**

- 1) If any of the above expenses are to be PREPAID, you MUST attach your COMPLETED registration and lodging information to this request.
  - 2) Organization dues and memberships may not be included as part of the Travel Authorization.
- Staff Development Funding Guidelines are explained on the reverse of this form.

Requisition # \_\_\_\_\_ P.O.# \_\_\_\_\_

Sandy Visser  
 Signature of Attendee \_\_\_\_\_ Date \_\_\_\_\_

**APPROVAL TO ATTEND:**

San A. Kiedel 2-6-06  
 Signature of Supervisor (staff) or Dean, Learning Systems (faculty) \_\_\_\_\_ Date \_\_\_\_\_

**Please Indicate Budget Approval**

- Sandy Visser 2/6/06  
 Budget Account Manager Signature \_\_\_\_\_ Date \_\_\_\_\_
- 01-00-13.1305.3069-5200 800-  
 Department Budget Account # (12 digits) \_\_\_\_\_ \$ Approved \_\_\_\_\_
- \_\_\_\_\_  
 Faculty Travel \_\_\_\_\_ Date \_\_\_\_\_ Faculty Travel # \_\_\_\_\_ \$ Approved \_\_\_\_\_
- \_\_\_\_\_  
 Staff Development \_\_\_\_\_ Date \_\_\_\_\_ Staff Dev # \_\_\_\_\_ \$ Approved \_\_\_\_\_

**Processing Instructions -**

**Travel Authorization/Funding Phase**

**Requestor:** Submit all copies to Dean or Supervisor for approval to attend, then...if using Staff Development and/or Faculty Travel Funding, send the completed Travel Authorization to the Staff Development Office. **If not using Staff Development/Faculty Travel Funding, send the completed form directly to Fiscal Services.**

White, green: Fiscal Services; Pink, goldenrod: Requestor;  
 Canary: Staff Development

## Reimbursement Request/ Statement of Expenses

To be submitted within 90 days after travel'

(see 'Guidelines' on reverse side)

**Transportation**

Mileage \_\_\_\_\_ @ \$ \_\_\_\_\_ per mile: \$ \_\_\_\_\_  
 Plane, train, shuttle, bus: \_\_\_\_\_  
 Taxi/bus fares or parking: \_\_\_\_\_  
**Conference Registration Fees:** \_\_\_\_\_  
**Lodging/Hotel (exit bill must show zero balance):** \_\_\_\_\_  
 Room: Days \_\_\_\_\_ Rate = \$ \_\_\_\_\_  
 Days \_\_\_\_\_ Rate = \$ \_\_\_\_\_  
 Days \_\_\_\_\_ Rate = \$ \_\_\_\_\_

Lodging Total: \$ \_\_\_\_\_

**Meals - Itemized by day (list names of others on receipt if applicable)**

Date	Brkfst	Lunch	Dinner	#People	\$

Other: \_\_\_\_\_

Sub-total of expenses: \_\_\_\_\_

**LESS AMOUNT PREPAID BY DISTRICT:** \_\_\_\_\_

**TOTAL NET (returned or payable to employee):** \$ \_\_\_\_\_

I certify that the items I have listed are actual and necessary travel expenses incurred for community college district purposes and are in accordance with the Education Code for the State of California.

Employee Signature \_\_\_\_\_ Date \_\_\_\_\_

Fiscal Services Approval \_\_\_\_\_ Date \_\_\_\_\_

**Processing Instructions -**

**Reimbursement Request Phase**

**Requestor:** Forward the pink copy to Fiscal Services with original receipts. Retain the goldenrod copy for your records.



# Victor Valley Community College Travel Authorization/Reimbursement Form

Name of Attendee: Shannon Murphy  
 Name of Conference/Workshop: TANF-CDC conference  
 Location of Conference/Workshop: San Mateo, CA  
 Date(s) of Conference/Workshop: March 22 - 25 / 2006

### Travel Authorization/Funding Request

**Estimated Cost of Attendance**

Meals (\$35 per day max) \$ \_\_\_\_\_  
 Mileage \_\_\_\_\_ @ \$ \_\_\_\_\_ per mile: \_\_\_\_\_  
 (call Fiscal Services for \$ per mile) YES NO  
 Transportation (plane, train, bus): To be prepaid?   220  
 Registration: To be prepaid?   130  
 Lodging/Hotel: To be prepaid?   0  
 Other: \_\_\_\_\_ To be prepaid?   \_\_\_\_\_  
**TOTAL ESTIMATED COST OF TRAVEL:** \$ 350<sup>20</sup>

**NOTES:**

- 1) If any of the above expenses are to be PREPAID, you MUST attach your COMPLETED registration and lodging information to this request.
  - 2) Organization dues and memberships may not be included as part of the Travel Authorization.
- Staff Development Funding Guidelines are explained on the reverse of this form.

Requisition # \_\_\_\_\_ P.O.# \_\_\_\_\_

Shannon Murphy  
 Signature of Attendee \_\_\_\_\_ Date \_\_\_\_\_

**APPROVAL TO ATTEND:**

Jan A. Kell 2-6-06  
 Signature of Supervisor (staff) or Dean, Learning Systems (faculty) \_\_\_\_\_ Date \_\_\_\_\_

**Please Indicate Budget Approval**

Sandy Visser 2/6/06  
 Budget Account Manager Signature \_\_\_\_\_ Date \_\_\_\_\_

01-00-13-1305-3069-5200 350  
 Department Budget Account # (12 digits) \_\_\_\_\_ \$ Approved \_\_\_\_\_

\_\_\_\_\_  
 Faculty Travel Date Faculty Travel # \$ Approved

\_\_\_\_\_  
 Staff Development Date Staff Dev # \$ Approved

### Processing Instructions - Travel Authorization/Funding Phase

**Requestor:** Submit all copies to Dean or Supervisor for approval to attend, then...if using Staff Development and/or Faculty Travel Funding, send the completed Travel Authorization to the Staff Development Office. **If not using Staff Development/Faculty Travel Funding, send the completed form directly to Fiscal Services.**

White, green: Fiscal Services; Pink, goldenrod: Requestor;  
 Canary: Staff Development

### Reimbursement Request/ Statement of Expenses

To be submitted within 90 days after travel

(see 'Guidelines' on reverse side)

**Transportation**

Mileage \_\_\_\_\_ @ \$ \_\_\_\_\_ per mile: \$ \_\_\_\_\_  
 Plane, train, shuttle, bus: \_\_\_\_\_  
 Taxi/bus fares or parking: \_\_\_\_\_  
**Conference Registration Fees:** \_\_\_\_\_  
**Lodging/Hotel (exit bill must show zero balance):** \_\_\_\_\_  
 Room: Days \_\_\_\_\_ Rate = \$ \_\_\_\_\_  
 Days \_\_\_\_\_ Rate = \$ \_\_\_\_\_  
 Days \_\_\_\_\_ Rate = \$ \_\_\_\_\_

**Lodging Total:** \$ \_\_\_\_\_

**Meals - Itemized by day (list names of others on receipt if applicable)**

Date	Brkfst	Lunch	Dinner	#People	\$

Other: \_\_\_\_\_

**Sub-total of expenses:** \_\_\_\_\_

**LESS AMOUNT PREPAID BY DISTRICT:** \_\_\_\_\_

**TOTAL NET (returned or payable to employee):** \$ \_\_\_\_\_

I certify that the items I have listed are actual and necessary travel expenses incurred for community college district purposes and are in accordance with the Education Code for the State of California.

Employee Signature \_\_\_\_\_ Date \_\_\_\_\_

Fiscal Services Approval \_\_\_\_\_ Date \_\_\_\_\_

### Processing Instructions - Reimbursement Request Phase

**Requestor:** Forward the pink copy to Fiscal Services with original receipts. Retain the goldenrod copy for your records.

INSTRUCTION

FEBRUARY 14, 2006

TOPIC: CURRICULUM CHANGES

TO THE SUPERINTENDENT/PRESIDENT:

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 December 8, 2005 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

Signed *R. Nystrom*  
Interim Deputy Superintendent/Executive  
Vice President, Instruction

TRANSMITTED TO THE BOARD WITH A FAVORABLE RECOMMENDATION:

Signed *R. Spencer*  
Superintendent/President

ACTION TAKEN BY THE BOARD:

MOTION \_\_\_\_\_

SECOND \_\_\_\_\_

Ayes \_\_\_\_\_ Noes \_\_\_\_\_

INFORMATION ONLY \_\_\_\_\_

2005/2006 CURRICULUM COMMITTEE RECOMMENDATIONS

December 8, 2005 Meeting

COURSE	TITLE	CHANGE/JUSTIFICATION	UNITS	CATALOG DESCRIPTION	DEGREE APPROPRIATE	ACTION DATE
AGNR 74	Conservation and Sustainability Practices	Change name from Environmental Field Studies, change description, change units from one 9- unit course to one 6-unit course that can also be offered as 6 one-unit modules. The VVC Agriculture and Natural Resource Department, advisory committee and community partners have identified a tremendous need for programs in natural resource management. It has also been observed that careers in the public and private entities that manage and use these resources are expanding rapidly.	6	This course introduces students to the exciting and rapidly expanding practice of the conservation and sustainable use of our natural resources. Students use case studies and high-tech tools to learn how we can live comfortably while ensuring that we sustain the environment for future generations. Students explore the social, economic, environmental, technological, scientific, conservation practices and career fields that support his new frontier in societal development.	Associate	12/8/2005
AGNR 74A	Sustainable Community Development	New course.	1	Students learn to plan and implement sustainable development practices; development that meets the needs of the present generation with compromising the ability of future generations to meeting their own needs. It is also often described as development that considers multiple, sometimes competing values grouped into three general categories; environmental, social, and economic. Extensive use is made of case studies and practical on-site experiences. Class may be taught in the Mojave Desert, Costa Rica, Namibia, New Zealand, etc.	Associate	12/8/2005
AGNR 74B	Biodiversity Management and Conservation Technology	New course.	1	The reduction of species diversity is a major indicator of the health of a complete ecosystem. This class explores the science, tools and practice of conserving species diversity. Students learn to implement the exciting tools of Geographic Information Systems (GIS), Global Positioning Systems (GPS), Satellite Imaging and Database Management, along with an understanding of the unlimited career opportunities in these fields. An example case study is on the viability of the Lucerne Valley Big Horn Sheep population. Class may be taught in the Mojave Desert, Costa Rica, Namibia, New Zealand, etc.	Associate	12/8/2005

2005/2006 CURRICULUM COMMITTEE RECOMMENDATIONS  
December 8, 2005 Meeting

COURSE	TITLE	CHANGE/JUSTIFICATION	UNITS	CATALOG DESCRIPTION	DEGREE APPROPRIATE	ACTION DATE
AGNR 74C	Water and Soils Resource Management	New course.	1	Students discover the tenuous nature of many of the world's water supplies. Tools like GIS are used to study watershed health. The fantastic chemistry of water and methods of water quality testing are presented. Students study the relationships between soil and water, soil mapping, soil analysis and soil erosion using real-world examples. Class may be taught in the Mojave Desert, Costa Rica, Namibia, New Zealand, etc.	Associate	12/8/2005
AGNR 74D	Ecological Restoration	New course.	1	Students learn to design an ecological restoration plan that effectively balances environmental mitigation with local community social and economic needs. The methodologies appropriate to a particular situation are presented. Topics include: native seed banking, Mycorrhizal relationships, seed stratification and scarification, nutrient requirements, water requirements, transplanting protocols, watershed restoration soil evaluation and rehabilitation. Class may be taught in the Mojave Desert, Costa Rica, Namibia, New Zealand, etc.	Associate	12/8/2005
AGNR 74E	Sustainable Agriculture Practices	New course.	1	Tremendous progress has been made towards farming with nature and restoring ranches to be part of the natural ecosystem. This "farming with the wild" is not only producing more food but enhancing the environment. Students study sustainable practices like rotational grazing, organic farming, hedgerows and natural pollination in the United States and overseas. Class may be taught in the Mojave Desert, Costa Rica, Namibia, New Zealand, etc.	Associate	12/8/2005

2005/2006 CURRICULUM COMMITTEE RECOMMENDATIONS  
December 8, 2005 Meeting

COURSE	TITLE	CHANGE/JUSTIFICATION	UNITS	CATALOG DESCRIPTION	DEGREE APPROPRIATE	ACTION DATE
AGNR 74F	Sustainable Building and Energy Practices	New course.	1	The technology to reduce our reliance on fossil fuels by producing energy alternately and building in a sustainable manner is very well represented in the Western Mojave Desert. Students study the latest technology to produce energy from the sun, wind, animal waste and plant matter. The "smart" building practices of straw-bale, Super Adobe, Cob, grey-water and radiant heating are explored.	Associate	12/8/2005
AGNR	Ecological Restoration Technician Certificate	New 14-17 unit certificate. The VVC Agriculture and Natural Resource Department, advisory committee and community partners have identified a tremendous need for programs in natural resource/environmental management. It has also been observed that careers in the public and private entities that manage and use these resources are expanding rapidly.	N/A	N/A		12/8/2005
BET 104	Word for Windows A/B/C	Title 5 course update	3	This course introduces students to Word for Windows. Students will develop a working knowledge of this current software package to prepare documents.	Transfer	12/8/2005
BET 104A	Word for Windows A	Title 5 course update	1	This course introduces students to Word for Windows with emphasis on creating, editing, formatting and printing documents. It is designed for students with limited experience on the computer.	Transfer	12/8/2005
BET 104B	Word for Windows B	Title 5 course update	1	This course introduces students to Word for Windows. Students will develop a working knowledge of this current software package to prepare documents.	Transfer	12/8/2005
BET 104C	Word for Windows C	Title 5 course update	1	This course introduces students to Word for Windows. Students will develop a working knowledge of advanced Word features including styles, macros, and integrating Microsoft Office programs.	Transfer	12/8/2005

2005/2006 CURRICULUM COMMITTEE RECOMMENDATIONS

December 8, 2005 Meeting

COURSE	TITLE	CHANGE/JUSTIFICATION	UNITS	CATALOG DESCRIPTION	DEGREE APPROPRIATE	ACTION DATE
BET 107	Internet A/B/C	Title 5 course update	3	This course is designed to teach students concepts and business skills of the Internet including creating an e-mail account; creating, editing, and printing effective web pages; and understanding Internet technologies and security.	Transfer	12/8/2005
BET 107A	Internet A	Title 5 course update	1	This introductory course is a self-paced, individualized course. Basic Internet topics and commands such as defining the Internet and browsing the Web are covered.	Transfer	12/8/2005
BET 107B	Internet B	Title 5 course update	1	This introductory course is a self-paced, individualized course. Basic Internet topics and commands such as searching the Internet, composing and sending emails, and using research and reference tools are covered.	Transfer	12/8/2005
BET 107C	Internet B	Title 5 course update	1	This third unit is a self-paced, individualized introduction designed to teach students concepts of Internet technologies and security, creating web pages and managing a web site.	Transfer	12/8/2005
BET 112	Spreadsheet: Excel for Windows A/B/C	Title 5 course update	3	This course offers spreadsheet operations for creating, editing, formatting and enhancing charts in worksheets. Students learn to manage workbooks and prepare them for the Web. Students plan, create and then filter lists using Excel's database.	Transfer	12/8/2005
BET 112A	Spreadsheet: Excel for Windows A	Title 5 course update	1	This first unit of Excel is a self-paced, individualized introduction to spreadsheet operations for creating, editing, formatting and placing graphics in worksheets. Extensive hands-on practice for students is provided at individual workstations.	Transfer	12/8/2005
BET 112B	Spreadsheet: Excel for Windows B	Title 5 course update	1	This second unit is a self-paced, individualized introduction to the commands and functions for customizing the worksheet, working with the tool bar, and enhancing worksheet charts or graphs. Extensive hands-on practice is provided at individual workstations.	Transfer	12/8/2005

2005/2006 CURRICULUM COMMITTEE RECOMMENDATIONS  
December 8, 2005 Meeting

COURSE	TITLE	CHANGE/JUSTIFICATION	UNITS	CATALOG DESCRIPTION	DEGREE APPROPRIATE	ACTION DATE
BET 112C	Spreadsheet: Excel for Windows C	Title 5 course update	1	This third unit is a self-paced, individualized introduction designed to complex formulas, enhancing charts and worksheets working with pivot tables and customizing Excel and advanced worksheet management. Extensive hands-on practice is provided at individual workstations.	Transfer	12/8/2005
BET 131	Presentation Software: PowerPoint A/B/C.	Title 5 course update	3	This course is designed to teach students concepts and business skills of PowerPoint including creating, editing, and printing effective presentations. Students learn advanced PowerPoint features such as creating graphs and tables, and customizing, and inserting artwork, WordArt, and slide show effects. Students learn concepts and business skills of PowerPoint. The concepts and skills include working with embedded and linked objects, hyperlinks, and delivering and publishing presentations.	Transfer	12/8/2005
BET 131A	Presentation Software: PowerPoint A	Title 5 course update	1	This course is designed to teach students the concepts and business skills of PowerPoint including creating, editing, and printing effective presentations. This class provides students with skills that enable them easily and quickly to produce classroom and business presentations.	Transfer	12/8/2005
BET 131B	Presentation Software: PowerPoint B	Title 5 course update	1	Students will learn advanced PowerPoint features such as creating graphs and tables, customizing color schemes and inserting artwork, WordArt and slide show effects.	Transfer	12/8/05
BET 131C	Presentation Software: PowerPoint C	Title 5 course update	1	This is a self-paced, individualized introduction designed to teach students concepts and business skills of PowerPoint including customizing, working with embedded and linked objects and hyperlinks and delivering and publishing presentations.	Transfer	12/8/2005

2005/2006 CURRICULUM COMMITTEE RECOMMENDATIONS  
December 8, 2005 Meeting

COURSE	TITLE	CHANGE/JUSTIFICATION	UNITS	CATALOG DESCRIPTION	DEGREE APPROPRIATE	ACTION DATE
BET 145	Communications for Business	Title 5 course update	3	This is a course designed for Business Education Technologies to create proficiency in the mechanics of writing, reading, and critically analyzing various types of business correspondence. This course includes a review of grammar, reading, proofreading, and editing and an analysis of writing styles in business correspondence and report format. Principles of communication psychology as it applies to human relations will be reviewed in solving business communications problems.	Transfer	12/8/2005
CHDV 127B	Programs/Curriculum in a Supervised Field Experience II	Add CHDV 127B to AS degree in Child Development. Presently CHDV 106, 146 and 127A are required and many students do not take CHDV 127B because it is not required. Students will be more successful in their careers in child development if they complete this course as it focuses heavily on assessment and curriculum development. The Child Development Advisory committee agrees with the Child Development department faculty in recommending that this course be included in the list of required courses for the AS degree in Child Development. CHDV 127B is currently listed as a requirement for three of the four department certificates.	3	This program/curriculum course provides a supervised field experience working with children in a variety of early childhood programs. Students will complete their practicum at the campus Child Development Center or with an approved mentor teacher in the community. Emphasis is placed on developing the ability to plan, implement, and assess a variety of activities plus a comprehensive curriculum unit.	Transfer	12/8/2005
CHDV 146	Child Growth and Development	Title 5 course update	3	This course provides a study of the child from conception through adolescence. It addresses cognitive, physical and social emotional development. Guidance for the developmental stages is included.	Transfer	12/8/2005
LATN 101	Elementary Latin	Approve to offer as online. Currently no online foreign languages are offered. Latin works well as an online language because it is learned through reading and writing. Speaking and listening are not necessary to become proficient.	5	This course introduces the Latin language and the culture and history of the ancient Roman people. Students complete intensive work on grammar and vocabulary. Special emphasis is given to translating Latin fluently and accurately into English.	Transfer	12/8/2005



2005/2006 CURRICULUM COMMITTEE RECOMMENDATIONS  
 December 8, 2005 Meeting

COURSE	TITLE	CHANGE/JUSTIFICATION	UNITS	CATALOG DESCRIPTION	DEGREE APPROPRIATE	ACTION DATE
LATN 102	Intermediate Latin	Approve to offer as online. Currently no online foreign languages are offered. Latin works well as an online language because it is learned through reading and writing. Speaking and listening are not necessary to become proficient.	5	This course is a continuation of LATN 101. Students study the Latin language and the culture and history of the ancient Roman people. Students complete intensive work on grammar and vocabulary and apply this knowledge to passages from ancient authors, including Julius Caesar's Gallic Wars. Special emphasis is given to translating Latin fluently and accurately into English.	Transfer	12/8/2005
SOC 50	Sociology of Parenting	New course	3	This course provides an introduction to the challenges, risks and changes caused by parenthood, the impact of parenting styles on the development of children, the effect of socio-cultural roles in parenting, and the dynamics of adult/child relationships. It further provides strategies, skills and resources to promote healthy family living.	Associate	12/8/2005

INSTRUCTION

FEBRUARY 14, 2006

TOPIC: AGREEMENT FOR PERSONAL SERVICES – LUIS PENA

TO THE SUPERINTENDENT/PRESIDENT:

The district wishes to enter into an Agreement for Personal Services with Luis Pena for the period of January 3, 2006 through June 30, 2006, to conduct maintenance and repair on all weight room equipment on an as needed basis as attached. Total amount to be paid to Mr. Pena is not to exceed \$3,700.

Fiscal Impact: Budgeted Item - Not to exceed \$3,700.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the Agreement for Personal Services with Luis Pena to conduct maintenance and repair on all weight room equipment as attached.

REFERENCE FOR AGENDA: Yes

Signed R. Rystowsky  
Interim Deputy Superintendent/Executive  
Vice President, Instruction

TRANSMITTED TO THE BOARD WITH A FAVORABLE RECOMMENDATION:

Signed P. Spencer  
Superintendent/President

ACTION TAKEN BY THE BOARD:

MOTION \_\_\_\_\_

SECOND \_\_\_\_\_

Ayes \_\_\_\_\_ Noes \_\_\_\_\_

INFORMATION ONLY \_\_\_\_\_

**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT**  
 18422 Bear Valley Road, Victorville, CA 92392-5849 ● (619) 245-4271  
**AGREEMENT FOR PERSONAL SERVICES**

JAN 23 2006

THIS AGREEMENT is hereby entered into by the VICTOR VALLEY COMMUNITY COLLEGE DISTRICT, and;

✓ Luis Pena \_\_\_\_\_  
 CONSULTANT SOCIAL SECURITY NUMBER \_\_\_\_\_

✓ \_\_\_\_\_  
 MAILING ADDRESS CITY STATE ZIP

hereinafter referred to as CONSULTANT.

CONSULTANT agrees to provide to DISTRICT the services enumerated in Section F of this agreement under the following terms and conditions:

A. Services shall begin on 01/03/06 and shall be completed on or before 06/30/06

B. CONSULTANT understands and agrees that he and all of his employees are not employees of the DISTRICT and are not entitled to benefits to which employees are normally entitled, including State Unemployment Compensation or Workers' Compensation. CONSULTANT shall assume full responsibility for payment of all federal, state and local taxes or contributions including Unemployment, and Income Taxes with respect to CONSULTANT'S employees.

C. CONSULTANT shall furnish, at his own expense, all labor, materials, equipment, and other items necessary to carry out the terms of this Agreement.

D. In the performance of the work herein contemplated, CONSULTANT is an independent contractor, with the authority to control and direct the performance of the details of the work, DISTRICT being interested only in the results obtained.

E. CONSULTANT agrees to defend, indemnify and hold harmless the DISTRICT, its Board of Trustees, employees and agents from any and all liability or loss arising in any way out of CONSULTANT'S negligence in the performance of this Agreement, including, but not limited to any claim due to injury and/or damage sustained by CONSULTANT, and/or the CONSULTANT'S employees or agents.  
 DISTRICT agrees to defend, indemnify and hold harmless the CONSULTANT, its employees and agents from any and all liability or loss arising in any way out of the negligence of the DISTRICT, its employees or agents, including, but not limited to any claim due to injury and/or damage sustained by DISTRICT, and/or DISTRICT'S employees or agents.

F. Services to be rendered to the DISTRICT by the CONSULTANT are as follows:

*Maintenance and repair of all weight room equipment as required by the district.  
 Not to exceed 3,700.00*

G. Neither party shall assign or delegate any part of this Agreement without the written consent of the other party.

H. The work completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT'S general right of inspection and supervision to secure the satisfactory completion thereof. CONSULTANT agrees to comply with all Federal, State Municipal, and District laws, rules, and regulations that are now, or may in the future become applicable to CONSULTANT, CONSULTANT'S business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

I. Progress payments will be made by the DISTRICT to the CONSULTANT as follows (Check one box only):

Total contract amount to be paid by \_\_\_\_\_  
 Date

\$ \_\_\_\_\_ to be paid monthly as progress payments, beginning \_\_\_\_\_  
 Date

Payment (s) as requested, by timesheet or personal invoices. *\$20.50 per hr max 10 hrs. weekly*

J. This agreement may be terminated by either party notifying the other, in writing, at least \_\_\_\_\_ days prior to the date of termination.

FOR THE DISTRICT: <u>[Signature]</u> Requesting Department Authorization	FOR THE CONSULTANT: <input checked="" type="checkbox"/> <u>[Signature]</u> Signature
Name Authorized Agent	✓ <u>01-23-06</u> Date
Date	<u>01-00-13-0835-0000-00-5640</u> Account #

# VICTOR VALLEY COLLEGE

## INDEPENDENT CONTRACTOR CHECKLIST

Name of individual:

Paul Pena

A brief description of job to be performed:

Weight room equipment maintenance and repairs

Period of time for job to be performed:

1/03/06 to 6/30/06 Ten hrs per week maximum

### COMMON-LAW FACTORS

(IRS Revenue Ruling 87-41)

Check items that are true for the worker you intend to hire:

1. No instructions: The worker will not be required to follow explicit instructions to accomplish the job. The employer may provide job specifications, however.
2. No training: The worker will not receive training provided by the employer. The worker will use independent methods to accomplish the work.
3. Work not essential to the employer: The employer's success or continuation does not depend on the services of the worker.
4. Right to hire others: The worker is being hired to provide a result and will have the right to hire others for actual work.
5. Control of assistants: Assistants hired at worker's discretion; worker responsible for hiring, supervising, paying of assistants.
6. Not a continuing relationship: If frequent, will be at irregular intervals, on call, or whenever work is available.
7. Own work hours: Worker will establish work hours for the job.
8. Time to pursue other work: Since specific hours are not required, worker may work for other employers simultaneously.
9. Job location: Worker controls job location; no direction or supervision, whether on employer's site or not.
10. Order of work: Worker, rather than employer, determines order or sequence of steps in performance of work.
11. No interim reports: Only specific pre-determined reports defined in the contract document.

INDEPENDENT CONTRACT CHECKLIST – Page 2

12. Basis of payment: Worker paid by the job, rather than time expended. Total compensation set in advance of starting the job.
13. Business expenses: Worker is responsible for incidental or special business expenses.
14. Tools and equipment: Worker furnishes the tools and equipment needed for the job.
15. Significant investment: Worker can perform services without using the employer's facilities. Worker's investment in own trade is real, essential and adequate.
16. Possible profit or loss: Worker does these: (Check valid items)
- a. Hires, directs, pay assistants
  - b. Has equipment, facilities
  - c. Has continuing and recurring liabilities
  - d. Performs specific jobs for prices agreed-upon in advance
  - e. Worker's services affect own business reputation
17. Work for multiple employers: Worker may perform services for more than one employer simultaneously.
18. Services available to the general public: (Check valid items)
- a. Maintains a license
  - b. Business license
  - c. Business signs
  - d. Advertises services
  - e. Lists services in business directory
  - f. Other (explain) \_\_\_\_\_
19. Limited right to discharge: Worker not subject to termination as long as contract specifications are met.
20. No compensation for non-completion: Responsible for satisfactory completion of job; no compensation for non-completion.

**CERTIFICATION**

*Louis A. Keenan*  
Signature of Area Administrator

1-24-06  
Date

\_\_\_\_\_  
Signature of Area Vice President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Director of Human Resources

\_\_\_\_\_  
Date

ADMINISTRATIVE SERVICES

FEBRUARY 14, 2006

TOPIC: OUT OF STATE TRAVEL

TO THE SUPERINTENDENT/PRESIDENT:

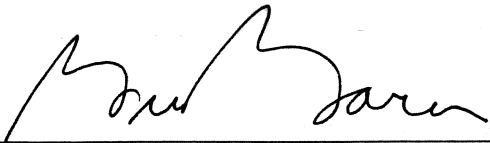
The district wishes to approve out of state travel for Maria Rempfer, Operations Assistant, Auxiliary Services to attend the Campus Market Exposition 2006 in Houston, Texas from March 3-7, 2006. District funds will not be expended for this travel.

Fiscal Impact: \$2650.00, Rams Bookstore Fund, budgeted item

RECOMMENDATION:

It is recommended that the Board of Trustees approve this out of state travel request.

REFERENCE FOR AGENDA: YES

Signed: 

Vice President, Administrative Services

TRANSMITTED TO THE BOARD WITH A FAVORABLE RECOMMENDATION:

Signed: 

Superintendent/President

ACTION TAKEN BY THE BOARD:

MOTION \_\_\_\_\_

SECOND \_\_\_\_\_

INFORMATION ONLY \_\_\_\_

# Victor Valley Community College Travel Authorization/Reimbursement Form

Name of Attendee: NADIA ROUMTER  
 Name of Conference/Workshop: CAMEX 2004  
 Location of Conference/Workshop: HOUSTON, TX  
 Date(s) of Conference/Workshop: 3/2/04 - 3/7/04

### Travel Authorization/Funding Request

**Estimated Cost of Attendance**

Meals (\$35 per day max) \$ 210-  
 Mileage \_\_\_\_\_ @ \$ \_\_\_\_\_ per mile: \_\_\_\_\_  
 (call Fiscal Services for \$ per mile) YES NO  
 Transportation (plane, train, bus): To be prepaid?   365-  
 Registration: To be prepaid?   445-  
 Lodging/Hotel: To be prepaid?   1630-  
 Other: \_\_\_\_\_ To be prepaid?   1000-  
**TOTAL ESTIMATED COST OF TRAVEL:** \$ 2650

**NOTES:**

- 1) If any of the above expenses are to be PREPAID, you MUST attach your COMPLETED registration and lodging information to this request.
- 2) Organization dues and memberships may not be included as part of the Travel Authorization.

Staff Development Funding Guidelines are explained on the reverse of this form.

Requisition # \_\_\_\_\_ P.O.# \_\_\_\_\_

Signature of Attendee Nadia Roumter Date 2-3-04

**APPROVAL TO ATTEND:**

Signature of Supervisor (staff) or Dean, Learning Systems (faculty) [Signature] Date 2-3-04

**Please Indicate Budget Approval**

- [Signature] 2-3-06  
 Budget Account Manager Signature Date  
 RANS Bokstove  
 Department Budget Account # (12 digits) \$ Approved  
 \_\_\_\_\_  
 Faculty Travel Date Faculty Travel # \$ Approved  
 \_\_\_\_\_  
 Staff Development Date Staff Dev # \$ Approved

**Processing Instructions -**

**Travel Authorization/Funding Phase**

**Requestor:** Submit all copies to Dean or Supervisor for approval to attend, then...if using Staff Development and/or Faculty Travel Funding, send the completed Travel Authorization to the Staff Development Office. **If not using Staff Development/Faculty Travel Funding, send the completed form directly to Fiscal Services.**

White, green: Fiscal Services; Pink, goldenrod: Requestor;  
 Canary: Staff Development

### Reimbursement Request/ Statement of Expenses

To be submitted within 90 days after travel

(see 'Guidelines' on reverse side)

**Transportation**

Mileage \_\_\_\_\_ @ \$ \_\_\_\_\_ per mile: \$ \_\_\_\_\_  
 Plane, train, shuttle, bus: \_\_\_\_\_  
 Taxi/bus fares or parking: \_\_\_\_\_  
**Conference Registration Fees:** \_\_\_\_\_  
**Lodging/Hotel** (exit bill must show zero balance): \_\_\_\_\_  
 Room: Days \_\_\_\_\_ Rate = \$ \_\_\_\_\_  
 Days \_\_\_\_\_ Rate = \$ \_\_\_\_\_  
 Days \_\_\_\_\_ Rate = \$ \_\_\_\_\_

**Lodging Total:** \$ \_\_\_\_\_

**Meals - Itemized by day** (list names of others on receipt if applicable)

Date	Brkfst	Lunch	Dinner	#People	\$

Other: \_\_\_\_\_

**Sub-total of expenses:** \_\_\_\_\_

**LESS AMOUNT PREPAID BY DISTRICT:** \_\_\_\_\_

**TOTAL NET** (returned or payable to employee): \$ \_\_\_\_\_

I certify that the items I have listed are actual and necessary travel expenses incurred for community college district purposes and are in accordance with the Education Code for the State of California.

Employee Signature \_\_\_\_\_ Date \_\_\_\_\_

Fiscal Services Approval \_\_\_\_\_ Date \_\_\_\_\_

**Processing Instructions -**

**Reimbursement Request Phase**

**Requestor:** Forward the pink copy to Fiscal Services with original receipts. Retain the goldenrod copy for your records.



**Event Dates:** March 3-7, 2006  
**Show Dates:** March 5-7, 2006  
George R. Brown Convention Center  
1001 Avenida de las Americas Houston, TX

## Houston Hosting CAMEX 2006

CAMEX is set for March 3-7, 2006, in Houston, TX, at the George R. Brown Convention Center. Book your hotel room and register today and we'll see you in Houston for the biggest event in collegiate retailing.

### Big Ideas

Session proposals were due June 27—and the volunteers and staff are developing a Texas-sized program for you. Your ideas for programs and other things you'd like to see at CAMEX are still welcomed. Send your ideas and comments to [tellis@nacs.org](mailto:tellis@nacs.org).

Have an idea you just can't wait to share? The Cool Ideas Contest was created as an onsite idea exchange to facilitate the sharing of good marketing and promotional ideas during CAMEX. Tried something new this year that you think would work well for your peers? Enter the Cool Ideas Contest! ([PDF](#))

### Big Show

Wow! There are more than 650 exhibitors in over 1,400 booths confirmed for the trade show. Watch for the directory and show specials coming in the next couple of months.

### Big Fun

Of course, we always plan a few events designed to help you network with colleagues and friends, old and new. We'll have more details coming soon.

Look back at CAMEX 2005  
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**Event Dates:** March 3-7, 2006  
**Show Dates:** March 5-7, 2006  
 George R. Brown Convention Center  
 1001 Avenida de las Americas Houston, TX

**About CAMEX**

CAMEX has a long history of being the collegiate retailing industry's meeting place. For more than 80 years, volunteers and staff of the National Association of College Stores (NACS) have worked together to create and grow this premier industry event. Today CAMEX is the industry's largest trade show and educational event attracting attendees from more than 1,100 college stores and more than 700 exhibiting companies. Read a summary of last year's evaluations.

**The Industry and NACS**

College stores are a strong, dynamic, and growing segment of U.S. retail earning nearly \$11 billion during the 2003-2004 academic year. NACS is the professional trade association that serves as the industry's leading resource and advocate. NACS ensures the health and vitality of higher education retailers through **education and research**, the provision of critical programs and services, and the development of strategic partnerships that enable members to better serve their customers. Learn more about NACS and the college store industry by visiting [www.nacs.org](http://www.nacs.org).

**The Educational Program**

CAMEX offers comprehensive educational programming that addresses six industry competency areas: college store operations; course materials and intellectual property; marketing and campus relations; motivating, empowering, and leading; retailing and merchandising; and business stewardship. This competency-based model ensures that sessions focus on the knowledge, skills, and practices critical to a successful collegiate retailing career. From experienced professionals to newcomers in collegiate retailing, CAMEX provides professional development opportunities at every experience level. Read summaries of last year's sessions.

**The Trade Show**

From apparel to pencils, candy to temporary tattoos, the CAMEX trade show features items in more than 30 product categories targeted to the college student consumer. A lot of business is conducted during the three-day show—95% of CAMEX 2005 store attendees placed orders at the show.

**Future CAMEX Dates**

Event Dates	Trade Show Dates	Location
March 23-27, 2007	March 25-27, 2007	Orlando, FL
Feb. 29-March 4, 2008	March 2-4, 2008	San Antonio, TX

**Questions?**

Don't hesitate to contact us with any questions. We're happy to talk to you about CAMEX.



Look back at CAMEX 2005

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ADMINISTRATIVE SERVICES

FEBRUARY 14, 2006

TOPIC: AMEND AGREEMENT – RIGHTWAY

TO THE SUPERINTENDENT/PRESIDENT:

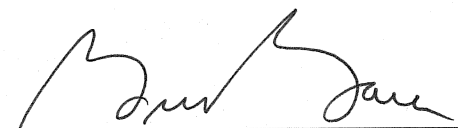
The district wishes to amend the agreement with Rightway, previously approved by the Board of Trustees at their meeting of September 20, 2005. It is necessary to extend the rental of the portable sanitation unit during the Asbestos Abatement project in Automotive. The initial approval was for \$5,000. The additional expenditure is \$849.50

Fiscal Impact: \$849.50. (Fund 71 expenditure - 100% reimbursable by the Chancellor's Office through the Hazardous Substances program.)

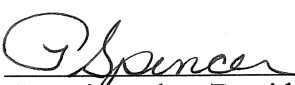
RECOMMENDATION:

It is recommended that the Board of Trustees approve the amendment to the agreement with Rightway as requested.

REFERENCE FOR AGENDA: YES

Signed:   
Vice President, Administrative Services

TRANSMITTED TO THE BOARD WITH A FAVORABLE RECOMMENDATION:

Signed:   
Superintendent/President

ACTION TAKEN BY THE BOARD:

MOTION \_\_\_\_\_

SECOND \_\_\_\_\_

INFORMATION ONLY \_\_\_\_\_



August 26, 2005

**AGREEMENT**

Victor Valley College  
via the fax

Date: 10-1-10/31  
Phone: 909/627-3651  
Location: Victorvalley College

ATTN: Michelle Messer

We hereby submit specifications and estimates for: **PORTABLE SANITATION**

Price quoted includes rent, delivery, pick-up and waste removal of the following equipment:

**(1) ONE 16' OLYMPIC TRAILER**

**Delivery: 5 days advance notice day window for delivery**

**Service: One time a week on route Pump out only**

**Pick up: Five Days Advance window for pick-up**

**Schedule: Price below reflects monthly rental which includes set up, final pump, and weekly pump OUT ONLY SERVICE( on route). Please allow 5 business days for delivery. Supplies are on an as needed basis. Customer is responsible for interior maintenance**

All **RIGHTWAY** 16' Olympic Trailers have a four hundred (400) gallon waste tank allowing for a maximum eight hundred (800) average uses. The 16' Olympic trailer requires water and electrical hook-ups (1-20amp/110 Volt) to be operational. See full descriptions of above equipment included with this quote. Water source (standard garden hose) within 25ft and electrical within 50ft.

Price quoted is based on the understanding that facility locations will have access for a truck and trailer and the site will be accessible for placement and removal per schedule. Lessee is responsible for the cost of replacement and repairs due to fire, service, accidental damage for vandalism. Lessee agrees to the return of all equipment in the condition delivered, ordinary use and wear excepted.

Signature below also denotes an understanding of the following **ACCOUNT AGREEMENT** included in this fax.

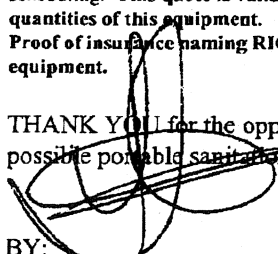
We will furnish the above equipment and labor complete in accordance with the above specifications for the sum of **(including applicable tax):**

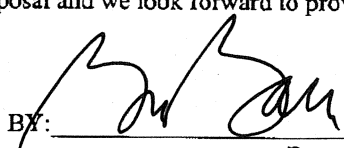
**First 4 weeks Three Thousand Three Hundred Fifty Five Dollars and 00/100**

Payable as follows: **25% deposit is required for reservations \$3,355.00 due upon receipt.** Signature by fax is required for scheduling. **This quote is valid for thirty (30) days. Return of this proposal as soon as possible is required due to limited quantities of this equipment.**

**Proof of insurance naming RIGHTWAY additionally insured while on job is mandatory for rental of all specialized equipment.**

THANK YOU for the opportunity to submit this proposal and we look forward to providing you the best possible portable sanitation.

BY:   
Tanya Harding Date

BY:   
Date

AGREEMENT

The Agreement (hereinafter the "Agreement") is entered into on the date set forth on the reverse side hereof between RIGHTWAY and the Lessee named on the reverse side. RIGHTWAY agrees to provide the labor and/or materials specified on the reverse side (hereinafter the "Equipment") subject to the following terms and conditions.

- 1. Lessee shall be responsible for and assumes all risk of loss, damages and injuries including death relating to the Equipment while the Equipment is in the possession, custody or control of Lessee. Lessee shall indemnify, defend and hold harmless RIGHTWAY and its officers, directors, shareholders, agents, representatives, employees, successors and assigns from any and all claims, demands, damages, liabilities, actions, causes of action, awards, costs, (including attorneys' fees), judgments and liens of whatsoever kind or nature arising out of Lessee's use and/or possession, custody, or control of the Equipment with the exception of claims arising out of the sole negligence of RIGHTWAY. RIGHTWAY shall only be responsible for making repairs or replacing the Equipment or any portion thereof, at its election, within a reasonable time after RIGHTWAY receives notice of the condition requiring repair or replacement which is the responsibility of RIGHTWAY. Under no circumstances shall RIGHTWAY be liable for any damages or injuries including death as a result of Lessee's use of the Equipment.
2. Lessee shall at all times keep the Equipment in a location where it can be serviced in all kinds of weather and at all times to keep the area around the Equipment clear for at least twenty (20) feet. Lessee shall promptly notify RIGHTWAY in the event of any failure, malfunction or damage to or theft of any of the Equipment and further agrees that time is of the essence in regard to such notice due to the nature and use made of the Equipment. Lessee shall not remove the Equipment from the site of the project. Equipment moved by persons other than RIGHTWAY is subject to an additional charge. Lessee shall not sublease any of the Equipment to another or permit the use of Equipment by persons not connected with the project. Lessee shall lease sufficient Equipment so that the capacity of each piece of Equipment is not overburdened. Lessee agrees to return the Equipment in good, working condition, ordinary wear and tear excepted.
3. Service panels will have 1-30 AMP / 240 Volt receptacle and 2-20 AMP / 125 Volt receptacles with GFI protection unless otherwise specified on the reverse side hereof. Installation and hookup of electrical equipment are contingent upon availability of normal power supply. Lessee shall be responsible for all power costs.
4. Lessee is responsible for locating and identifying all underground utilities in the area where RIGHTWAY is instructed to dig. Lessee assumes the full responsibility for all damages and repairs including costs of relocation caused by mislocation and agrees to indemnify and hold harmless RIGHTWAY and its officers, directors, shareholders, agents, representatives, employees, successors and assigns from and against any claims, demands, actions, causes of action, damages, liabilities, awards, costs, (including attorneys' fees) or judgments of any kind arising out of RIGHTWAY's installation of power poles or digging of holes based on the instructions of Lessee. Lessee shall not do anything that would affect the stability of any piece of Equipment including but not limited to, grading in the vicinity of any power pole which might affect its footing. Lessee hereby grants RIGHTWAY a nonexclusive easement for ingress and egress across the property to permit RIGHTWAY to install, inspect, repair and remove its Equipment at all reasonable times.
5. Lessee represents and warrants that there are no rocks in the area which RIGHTWAY is instructed to dig or locate Equipment which will cause RIGHTWAY to spend additional drilling time in excess of what would be experienced in normal soils. Lessee shall pay for any additional drilling time required due to the presence of rock as an extra cost.
6. Installation and removal of power poles is figured on accessibility to pole locations with normal street type vehicles. Should any Equipment require installation or removal by hand, it will be subject to a minimum labor charge of Twenty Five Dollars (\$25.00) per pole and Five Dollars (\$5.00) per span.
7. The price set forth in the reverse side is for a one-time installation and one-time removal (also referred to as "In and Out") of all Equipment. An additional charge will be made for the partial removal of Equipment. The price set forth on the reverse side does not include permits, hookup fees or power bills. All such charges shall be paid for by the Lessee.
8. The Lessee is responsible for having the meter removed on meter panels prior to requesting RIGHTWAY to remove the power poles. Failure to do so will result in an additional service charge at RIGHTWAY's then prevailing hourly service rate. Five (5) working days' notice is required for installation and removal of Equipment. Lessee agrees to verify quantity of the Equipment with RIGHTWAY's driver at the time of pickup.
9. If applicable, the rate quoted on the reverse side is based on a four (4) week period and is not subject to proration and Lessee will be charged for an additional four-week period for any days in excess of four weeks. The price quoted shall be valid for a period of fifty two (52) weeks. Lessee shall pay for each four week period in advance. Prices are subject to change if Lessee changes or varies the frequency of service of the Equipment by RIGHTWAY during the term hereof and price changes therefor shall be reflected on RIGHTWAY's invoice to Lessee. Lessee shall be deemed to agree to each such price change unless Lessee notifies RIGHTWAY in writing to the contrary within five (5) days after the date of invoice on which each such price change first appears.
10. This Agreement shall automatically terminate one hundred four (104) weeks from the date of the work order set forth on the reverse side hereof. The price quoted on the reverse side shall be valid for a period of 52 weeks. If the term of this Agreement continues beyond 52 weeks, the unit prices set forth on the reverse side hereof shall be doubled. RIGHTWAY shall have the unilateral right to terminate this Agreement and remove its Equipment after 52 weeks have elapsed from the work order date if in its sole and absolute discretion it believes the Equipment should be removed because of its condition.
11. Payment is due on presentation of an invoice unless otherwise stated on the invoice. RIGHTWAY shall have the right to discontinue service and remove the Equipment for the failure of Lessee to make timely payment. A service charge at the rate of one and one-half percent (1-1/2%) per month (18% per annum) shall be imposed on all past due accounts, but in no event in excess of the maximum rate permitted by law.
12. THE EQUIPMENT WILL BE DELIVERED TO LESSEE IN GOOD WORKING ORDER. EXCEPT AS EXPRESSLY PROVIDED FOR HEREIN, RIGHTWAY MAKES NO REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WHICH ARE EXPRESSLY DISCLAIMED. RIGHTWAY SHALL ONLY BE RESPONSIBLE FOR THE COSTS OF REPAIR OR REPLACEMENT OF FAULTY EQUIPMENT AND SHALL NOT BE RESPONSIBLE FOR ANY OTHER DAMAGES OF ANY KIND INCLUDING CONSEQUENTIAL DAMAGES. LESSEE'S EXCLUSIVE REMEDY IS EXPRESSLY LIMITED TO THE COST OF REPAIR OR REPLACEMENT OF FAULTY EQUIPMENT.
13. This Agreement and the documents expressly incorporated herein by the reference constitutes the entire Agreement between the parties hereto and shall supersede all prior and contemporaneous agreements and representations of the parties, whether written or oral concerning the subject matter hereof and the terms applicable thereto.
14. If any legal action or other proceeding is brought to enforce this Agreement or because of an alleged dispute, breach, or misrepresentation in connection with any of the provisions of this Agreement the successful or prevailing party or parties shall be entitled to recover their reasonable attorneys fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled.
15. All terms and provisions contained herein shall inure to the benefit of and shall be binding upon each of the parties hereto and their respective directors, officers, shareholders, employees, agents, heirs, representatives, successors, and assigns, and each of them. This Agreement may only be assigned with the express written consent of each of the parties to this Agreement. RIGHTWAY shall be entitled to decline to consent in its sole and absolute discretion. Any assignment shall be subject to a transfer fee.
16. RIGHTWAY shall not be responsible for any damages or delays beyond RIGHTWAY's control including but not limited to any act, neglect, delay or default of Lessee or by any contractor or employee of the Lessee or by the Building Department or other governmental agency or by changes or additions to the work, or by injunction or by government control or regulations, or by any delay caused by common carrier on land, water, or air or by damage or delay which may arise through or by fire, explosion, lightning, earthquake, cyclone, inclement weather (including rain) riot and insurrection or war, terrorist act or by the abandonment of the work by strikes or boycotts or lockouts through no fault of RIGHTWAY, or other contingencies unforeseen and beyond the reasonable control of RIGHTWAY.
17. Lessee shall maintain fire, tornado, earthquake and other necessary insurance for the benefit of RIGHTWAY to protect the Equipment. RIGHTWAY represents and warrants that its employees are fully covered by Workman's Compensation insurance.
18. Any and all notices, demands or other communications required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to another party and served either personally or deposited in the United States mail, first class, postage prepaid. If such notice demand or other communication be served personally, such service shall be conclusively deemed made at the time of such personal service. If such notice demand or other communication is given by mail, such shall be conclusively deemed given seventy-two (72) hours after the deposit thereof in the United States mail, addressed to the party to whom such notice, demand or other communication is given as set forth on the reverse side. Any party hereto may change his address for the purpose of receiving notices, demands, or other communications as herein provided by written notice given in the manner aforesaid to the other party or parties hereto.
19. This Agreement shall be deemed to have been entered into and shall be construed and interpreted in accordance with the laws of the State of California. In the event that any provision hereof is deemed to be illegal or unenforceable, such a determination shall not affect the validity or enforceability of the remaining provisions hereof, all of which shall remain in full force and effect. Time is of the essence for this Agreement and for all of the terms provisions covenants and conditions hereof.
20. NO waiver of any of the provisions of this Agreement shall be deemed or constitute a waiver of any other provisions, whether or not similar nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.
21. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof shall be settled by binding arbitration in the County of Riverside, California, in accordance with the rules of the American Arbitration Association then in effect. The award of the arbitrator(s) shall be final and non-appealable and may be entered as a judgment in any court having jurisdiction thereof. Exclusive jurisdiction and venue for any legal action is stipulated between the parties to lie in the County of Riverside.

Initial AB

ADMINISTRATIVE SERVICES

FEBRUARY 14, 2006

TOPIC: BOARD OF TRUSTEES TRANSFERS & PAYMENTS REPORT

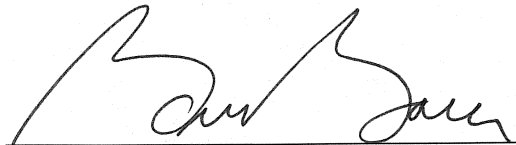
TO THE SUPERINTENDENT/PRESIDENT:

This is of a routine nature.

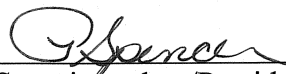
RECOMMENDATION:

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

REFERENCE FOR AGENDA: YES

Signed:   
Vice President, Administrative Services

TRANSMITTED TO THE BOARD WITH A FAVORABLE RECOMMENDATION:

Signed:   
Superintendent/President

ACTION TAKEN BY THE BOARD:

MOTION \_\_\_\_\_

SECOND \_\_\_\_\_

INFORMATION ONLY \_\_\_\_\_

**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT**  
**BUDGET TRANSFERS/INTERFUND TRANSFERS**  
**February 14, 2006**

<b>Batch</b>	<b>Reference</b>	<b>Fund</b>
<b>BUDGET TRANSFERS</b>		
100	60042	01
110	60049	72
111	60050	72
125	60054	01
131	60058	01
135	60061	01
<b>INTERFUND TRANSFERS</b>		
64	61170	72/01

**BOARD PAYMENT REPORT  
BOARD OF TRUSTEES MEETING FEB 14, 2006**

	General Fund	Cafeteria	Cap Projects Fund	Child Dev Ctr Fund	Insurance Trust	Debt Repayment
BATCH 327A	\$ 1,866.27					
BATCH 328	\$ 37,516.18					
BATCH 328A	\$ 2,391.21					
BATCH 329	\$ 383.57					
BATCH 330	\$ 5,744.72					
BATCH 330A	\$ 15,494.00			\$292.63		
BATCH 331						
BATCH 332	\$ 8,211.29					
BATCH 333	\$ 160,769.00					
BATCH 334			\$135.70			
BATCH 335	\$ 3,820.00					
BATCH 336	\$ 973.00					
BATCH 337 VOIDED						
BATCH 337A	\$ 24,255.00					
BATCH 338 VOIDED						
BATCH 338A	\$ 3,067.88					
BATCH 339	\$ 468.00					
BATCH 340	\$ 14,022.94					
BATCH 340A	\$ 8,226.24					
BATCH 341	\$ 21,175.93					
BATCH 342 VOIDED						
BATCH 342A			\$52,177.03			
BATCH 343	\$ 746.03					
BATCH 344 VOIDED						
BATCH 344A	\$ 2,929.16					
BATCH 345 VOIDED						
BATCH 345A	\$ 32,120.00					
BATCH 346	\$ 797.88					
BATCH 347	\$ 1,375.00					
BATCH 348	\$ 1,749.47					
BATCH 349						
BATCH 350	\$ 4,583.28					
BATCH 350A	\$ 8,459.95					
					\$1,600.00	

**BOARD REPORTS**  
**BOARD OF TRUSTEES MEETING FEB 14, 2006**

	General Fund	Cafeteria	Cap Projects Fund	Child Dev Ctr Fund	Insurance Trust	Debt Repayment
BATCH 351	\$ 19,313.07					
BATCH 351A	\$ 27,996.96		\$200.00	\$153.87		
BATCH 352						
BATCH 353						
BATCH 354 VOIDED						
BATCH 354A	\$ 5,722.20				\$50.00	
BATCH 355						
BATCH 356	\$ 70,699.66			\$176.62		
BATCH 357						
BATCH 358						\$4,400.00
BATCH 359	\$ 20.00					
BATCH 360	\$ 8.32					
BATCH 361	\$ 1.68					
BATCH 362	\$ 1,032.57					
BATCH 363	\$ 192.36					
BATCH 364	\$ 1,092.54					
BATCH 365 VOIDED						
BATCH 365A	\$ 2,345.16					
BATCH 366	\$ 147.65					
BATCH 367	\$ 39.18					
BATCH 368	\$ 136.28					
BATCH 369	\$ 1,139.74					
BATCH 370 VOIDED						
BATCH 370A	\$ 1,250,000.00					
BATCH 371 VOIDED						
BATCH 371A	\$ 108,350.45					
BATCH 372	\$ 836.64					
BATCH 372A	\$ 11,800.00					
BATCH 373	\$ 32,871.41					
BATCH 373A	\$ 1,440.00					
BATCH 374	\$ 5,423.21					
BATCH 375			\$228.00			
BATCH 376 VOIDED						
BATCH 376A			\$255,114.57			
BATCH 377	\$ 132.16					
BATCH 378 VOIDED						



**BOARD REPORTS**  
**BOARD OF TRUSTEES MEET ING FEB 14, 2006**

	General Fund	Cafeteria	Cap Projects Fund	Child Dev Ctr Fund	Insurance Trust	Debt Repayment
BATCH 378A	\$ 237,302.80					
BATCH 379						
BATCH 380	\$ 12,037.92					9775.63
BATCH 381 VOIDED						
BATCH 381A	\$ 63,638.48					
BATCH 382	\$ 916.87					
BATCH 383	\$ 1,007.30					
BATCH 384	\$ 3,568.99					
BATCH 385 VOIDED						
BATCH 385A	\$ 1,520.00					
BATCH 386	\$ 1,507.04					
BATCH 387	\$ 159,291.42					
BATCH 388	\$ 2,033.73					
BATCH 389 VOIDED						
BATCH 389A	\$ 3,312.31					
BATCH 390 VOIDED						
BATCH 390A	\$ 6,907.58					
BATCH 391	\$ 8,789.14					
BATCH 391A	\$ 4,005.98					
BATCH 392	\$ 52,201.84					
BATCH 392A	\$ 1,555.19					
BATCH 393	\$ 9,039.57					
BATCH 394	\$ 200.00					
BATCH 395	\$ 17,033.62					
BATCH 395A	\$ 17,160.00					
BATCH 396	\$ 18,901.60					
BATCH 396A	\$ 5,788.68					
BATCH 397					\$1,643.09	
BATCH 398					\$513.15	
BATCH 399	\$ 16,312.97					
BATCH 400	\$ 5,092.59					
BATCH 401	\$ 1,020.00					
BATCH 402						
BATCH 403	\$ 78,010.93					
BATCH 404	\$ 673.48					
BATCH 405	\$ 451.31					
			\$9,306.65			

**BOARD PAYMENT REPORT**

**BOARD OF TRUSTEES MEETING FEB 14, 2006**

BATCH 406	\$	1,060.74			
BATCH 407	\$	15,785.11			
BATCH 407A	\$	31,326.46			
BATCH 408	\$	6,415.64			
BATCH 408A	\$	5,102.73			
BATCH 409	\$	8,383.92			
BATCH 409A	\$	17,749.09			
BATCH 410	\$	520.29			
BATCH 411	\$	728.20			
BATCH 412	\$	20.00			
BATCH 413	\$	393.76			
BATCH 414	\$	69.69			
BATCH 415	\$	1,844.00			
BATCH 416 VOIDED					
BATCH 416A	\$	118,651.40			
BATCH 417	\$	15,087.86			
BATCH 418				\$834.58	
BATCH 419 VOIDED					
BATCH 419A	\$	1,947.31			
BATCH 420	\$	328.36			
BATCH 421	\$	775.55			
BATCH 422	\$	867.50			
BATCH 423 VOIDED					
BATCH 423A				\$41,396.22	
BATCH 424	\$	35,197.39			
BATCH 425	\$	3,272.78			
BATCH 426	\$	7,670.85			
BATCH 427	\$	306.56			
BATCH 428	\$	3,490.72			
BATCH 429	\$	296.96			
BATCH 430 VOIDED					
BATCH 430A	\$	104,346.00			
BATCH 431				1010.94	
BATCH 432	\$	523.32			
BATCH 433	\$	11,953.25			
BATCH 433A	\$	15,820.02			
BATCH 434					
<b>TOTALS</b>	<b>\$</b>	<b>3,041,104.04</b>	<b>\$0.00</b>	<b>\$4,624.88</b>	<b>\$15,825.63</b>
					<b>\$0.00</b>
					<b>\$326.76</b>
					<b>\$358,884.93</b>

STUDENT SERVICES

FEBRUARY 14, 2006

TOPIC: OUT OF STATE TRAVEL

TO THE SUPERINTENDENT/PRESIDENT:

Approval is requested for the following staff/students to travel to Washington D.C., to attend the American Student Association of Community Colleges National Student Advocacy Conference, March 18-21, 2006. Attached are travel authorizations for the 8 students attending the conference.


Staff	Robert Sewell, Director, Auxiliary Services	
Students	Kimberlee Kelly	Jim Judy
	Heena Mehra	Jessika Guaran
	Jonathan Barbatoc	Stephanie Deal
	Michael Koenig	Tresa Oden

Fiscal Impact: ASB budgeted item, \$10,125.00

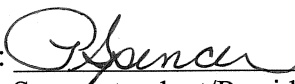
RECOMMENDATION:

It is recommended that the Board of Trustees approve out-of-state travel for staff/students attending the ASACC Conference in Washington, D.C.

REFERENCE FOR AGENDA: YES

Signed:   
Vice President, Student Services

TRANSMITTED TO THE BOARD WITH A FAVORABLE RECOMMENDATION:

Signed:   
Superintendent/President

ACTION TAKEN BY THE BOARD:

MOTION \_\_\_\_\_

SECOND \_\_\_\_\_

Ayes \_\_\_\_ Noes \_\_\_\_

INFORMATION ONLY \_\_\_\_\_

# Victor Valley Community College Travel Authorization/Reimbursement Form

Name of Attendee: ROBERT A SEWELL  
 Name of Conference/Workshop: ASARC CONFERENCE  
 Location of Conference/Workshop: WASHINGTON, DC  
 Date(s) of Conference/Workshop: 3/18-3/21/06

## Travel Authorization/Funding Request

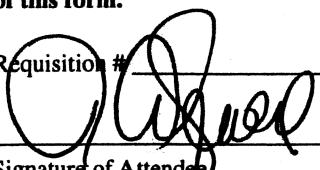
### Estimated Cost of Attendance

Meals (\$35 per day max) \$ 175  
 Mileage \_\_\_\_\_ @ \$ \_\_\_\_\_ per mile: \_\_\_\_\_  
 (call Fiscal Services for \$ per mile) YES NO  
 Transportation (plane, train, bus): To be prepaid?   275-  
 Registration: To be prepaid?   315-  
 Lodging/Hotel: To be prepaid?   300-  
 Other: \_\_\_\_\_ To be prepaid?   \_\_\_\_\_  
**TOTAL ESTIMATED COST OF TRAVEL:** \$ 1125-

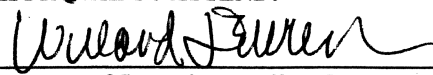
**NOTES:**

- 1) If any of the above expenses are to be PREPAID, you MUST attach your COMPLETED registration and lodging information to this request.
- 2) Organization dues and memberships may not be included as part of the Travel Authorization.

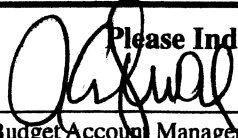
**Staff Development Funding Guidelines are explained on the reverse of this form.**

Requisition # \_\_\_\_\_ P.O.# \_\_\_\_\_  
 2206  
 Signature of Attendee \_\_\_\_\_ Date \_\_\_\_\_

**APPROVAL TO ATTEND:**

 6 FEB 06  
 Signature of Supervisor (staff) or Dean, Learning Systems (faculty) \_\_\_\_\_ Date \_\_\_\_\_

**Please Indicate Budget Approval**

-  2/2/06  
 Budget Account Manager Signature \_\_\_\_\_ Date \_\_\_\_\_
- ASB 1125  
 Department Budget Account # (12 digits) \_\_\_\_\_ \$ Approved \_\_\_\_\_
- \_\_\_\_\_  
 Faculty Travel Date Faculty Travel # \$ Approved \_\_\_\_\_
- \_\_\_\_\_  
 Staff Development Date Staff Dev # \$ Approved \_\_\_\_\_

**Processing Instructions -**

**Travel Authorization/Funding Phase**

**Requestor:** Submit all copies to Dean or Supervisor for approval to attend, then...if using Staff Development and/or Faculty Travel Funding, send the completed Travel Authorization to the Staff Development Office. **If not using Staff Development/Faculty Travel Funding, send the completed form directly to Fiscal Services.**

White, green: Fiscal Services; Pink, goldenrod: Requestor; Canary: Staff Development

## Reimbursement Request/ Statement of Expenses

To be submitted within 90 days after travel

(see 'Guidelines' on reverse side)

**Transportation**

Mileage \_\_\_\_\_ @ \$ \_\_\_\_\_ per mile: \$ \_\_\_\_\_  
 Plane, train, shuttle, bus: \_\_\_\_\_  
 Taxi/bus fares or parking: \_\_\_\_\_  
**Conference Registration Fees:** \_\_\_\_\_  
**Lodging/Hotel (exit bill must show zero balance):** \_\_\_\_\_  
 Room: Days \_\_\_\_\_ Rate = \$ \_\_\_\_\_  
 Days \_\_\_\_\_ Rate = \$ \_\_\_\_\_  
 Days \_\_\_\_\_ Rate = \$ \_\_\_\_\_

**Lodging Total:** \$ \_\_\_\_\_

**Meals - Itemized by day (list names of others on receipt if applicable)**

Date	Brkfst	Lunch	Dinner	#People	\$

Other: \_\_\_\_\_

**Sub-total of expenses:** \_\_\_\_\_

**LESS AMOUNT PREPAID BY DISTRICT:** \_\_\_\_\_

**TOTAL NET (returned or payable to employee):** \$ \_\_\_\_\_

I certify that the items I have listed are actual and necessary travel expenses incurred for community college district purposes and are in accordance with the Education Code for the State of California.

\_\_\_\_\_  
 Employee Signature \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
 Fiscal Services Approval \_\_\_\_\_ Date \_\_\_\_\_

**Processing Instructions -**

**Reimbursement Request Phase**

**Requestor:** Forward the pink copy to Fiscal Services with original receipts. Retain the goldenrod copy for your records.

# Victor Valley Community College Travel Authorization/Reimbursement Form

Name of Attendee: KIMBERLEE KELLY  
 Name of Conference/Workshop: ASACC CONFERENCE  
 Location of Conference/Workshop: WASHINGTON, DC  
 Date(s) of Conference/Workshop: 3/18 - 3/24/06

## Travel Authorization/Funding Request

### Estimated Cost of Attendance

Meals (\$35 per day max) \$ 175.00  
 Mileage \_\_\_\_\_ @ \$ \_\_\_\_\_ per mile: \_\_\_\_\_  
 (call Fiscal Services for \$ per mile) YES NO  
 Transportation (plane, train, bus): To be prepaid?   275.00  
 Registration: To be prepaid?   375.00  
 Lodging/Hotel: To be prepaid?   300.00  
 Other: \_\_\_\_\_ To be prepaid?   \_\_\_\_\_  
**TOTAL ESTIMATED COST OF TRAVEL:** \$ 1125-

### NOTES:

- 1) If any of the above expenses are to be PREPAID, you MUST attach your COMPLETED registration and lodging information to this request.
  - 2) Organization dues and memberships may not be included as part of the Travel Authorization.
- Staff Development Funding Guidelines are explained on the reverse of this form.

Requisition # \_\_\_\_\_ P.O.# \_\_\_\_\_  
Kimberlee Kelly 2-8-06  
 Signature of Attendee Date

**APPROVAL TO ATTEND:**  
[Signature] 2306  
 Signature of Supervisor (staff) or Dean, Learning Systems (faculty) Date

**Please Indicate Budget Approval**  
 [Signature] 2306  
 Budget Account Manager Signature Date

ASB 1125  
 Department Budget Account # (12 digits) \$ Approved

\_\_\_\_\_  
 Faculty Travel Date Faculty Travel # \$ Approved

\_\_\_\_\_  
 Staff Development Date Staff Dev # \$ Approved

### Processing Instructions -

#### Travel Authorization/Funding Phase

**Requestor:** Submit all copies to Dean or Supervisor for approval to attend, then...if using Staff Development and/or Faculty Travel Funding, send the completed Travel Authorization to the Staff Development Office. **If not using Staff Development/Faculty Travel Funding, send the completed form directly to Fiscal Services.**

White, green: Fiscal Services; Pink, goldenrod: Requestor;  
 Canary: Staff Development

## Reimbursement Request/ Statement of Expenses

To be submitted within 90 days after travel

(see 'Guidelines' on reverse side)

### Transportation

Mileage \_\_\_\_\_ @ \$ \_\_\_\_\_ per mile: \$ \_\_\_\_\_  
 Plane, train, shuttle, bus: \_\_\_\_\_  
 Taxi/bus fares or parking: \_\_\_\_\_  
**Conference Registration Fees:** \_\_\_\_\_  
**Lodging/Hotel (exit bill must show zero balance):** \_\_\_\_\_  
 Room: Days \_\_\_\_\_ Rate = \$ \_\_\_\_\_  
 Days \_\_\_\_\_ Rate = \$ \_\_\_\_\_  
 Days \_\_\_\_\_ Rate = \$ \_\_\_\_\_

**Lodging Total:** \$ \_\_\_\_\_

### Meals - Itemized by day (list names of others on receipt if applicable)

Date	Brkfst	Lunch	Dinner	#People	\$

Other: \_\_\_\_\_

**Sub-total of expenses:** \_\_\_\_\_

**LESS AMOUNT PREPAID BY DISTRICT:** \_\_\_\_\_

**TOTAL NET (returned or payable to employee):** \$ \_\_\_\_\_

I certify that the items I have listed are actual and necessary travel expenses incurred for community college district purposes and are in accordance with the Education Code for the State of California.

\_\_\_\_\_  
 Employee Signature Date

\_\_\_\_\_  
 Fiscal Services Approval Date

### Processing Instructions -

#### Reimbursement Request Phase

**Requestor:** Forward the pink copy to Fiscal Services with original receipts. Retain the goldenrod copy for your records.

# Victor Valley Community College Travel Authorization/Reimbursement Form

Name of Attendee: JIM JUDY  
 Name of Conference/Workshop: ASACC CONFERENCE  
 Location of Conference/Workshop: WASHINGTON, DC  
 Date(s) of Conference/Workshop: 3/18 - 3/21/04

### Travel Authorization/Funding Request

#### Estimated Cost of Attendance

Meals (\$35 per day max) \$ 175-  
 Mileage \_\_\_\_\_ @ \$ \_\_\_\_\_ per mile: \_\_\_\_\_  
 (call Fiscal Services for \$ per mile) YES NO  
 Transportation (plane, train, bus): To be prepaid?   275-  
 Registration: To be prepaid?   375-  
 Lodging/Hotel: To be prepaid?   300-  
 Other: \_\_\_\_\_ To be prepaid?   \_\_\_\_\_  
**TOTAL ESTIMATED COST OF TRAVEL:** \$ 1125-

#### NOTES:

- 1) If any of the above expenses are to be PREPAID, you MUST attach your COMPLETED registration and lodging information to this request.
  - 2) Organization dues and memberships may not be included as part of the Travel Authorization.
- Staff Development Funding Guidelines are explained on the reverse of this form.

Requisition # \_\_\_\_\_ P.O.# \_\_\_\_\_

J. Judy 2-3-05  
 Signature of Attendee Date

**APPROVAL TO ATTEND:**  
[Signature] 2306  
 Signature of Supervisor (staff) or Dean, Learning Systems (faculty) Date

#### Please Indicate Budget Approval

[Signature] 2306  
 Budget Account Manager Signature Date

ASB 1125  
 Department Budget Account # (12 digits) \$ Approved

\_\_\_\_\_  
 Faculty Travel Date Faculty Travel # \$ Approved

\_\_\_\_\_  
 Staff Development Date Staff Dev # \$ Approved

#### Processing Instructions -

#### Travel Authorization/Funding Phase

**Requestor:** Submit all copies to Dean or Supervisor for approval to attend, then...if using Staff Development and/or Faculty Travel Funding, send the completed Travel Authorization to the Staff Development Office. **If not using Staff Development/Faculty Travel Funding, send the completed form directly to Fiscal Services.**

White, green: Fiscal Services; Pink, goldenrod: Requestor; Canary: Staff Development

### Reimbursement Request/ Statement of Expenses

To be submitted within 90 days after travel

(see 'Guidelines' on reverse side)

#### Transportation

Mileage \_\_\_\_\_ @ \$ \_\_\_\_\_ per mile: \$ \_\_\_\_\_  
 Plane, train, shuttle, bus: \_\_\_\_\_  
 Taxi/bus fares or parking: \_\_\_\_\_  
**Conference Registration Fees:** \_\_\_\_\_  
**Lodging/Hotel (exit bill must show zero balance):** \_\_\_\_\_  
 Room: Days \_\_\_\_\_ Rate = \$ \_\_\_\_\_  
 Days \_\_\_\_\_ Rate = \$ \_\_\_\_\_  
 Days \_\_\_\_\_ Rate = \$ \_\_\_\_\_

**Lodging Total:** \$ \_\_\_\_\_

#### Meals - Itemized by day (list names of others on receipt if applicable)

Date	Brkfst	Lunch	Dinner	#People	\$

Other: \_\_\_\_\_

**Sub-total of expenses:** \_\_\_\_\_

**LESS AMOUNT PREPAID BY DISTRICT:** \_\_\_\_\_

**TOTAL NET (returned or payable to employee):** \$ \_\_\_\_\_

I certify that the items I have listed are actual and necessary travel expenses incurred for community college district purposes and are in accordance with the Education Code for the State of California.

Employee Signature \_\_\_\_\_ Date \_\_\_\_\_

Fiscal Services Approval \_\_\_\_\_ Date \_\_\_\_\_

#### Processing Instructions - Reimbursement Request Phase

**Requestor:** Forward the pink copy to Fiscal Services with original receipts. Retain the goldenrod copy for your records.

# Victor Valley Community College Travel Authorization/Reimbursement Form

Name of Attendee: HEENA MEHRA  
 Name of Conference/Workshop: ASACC CONFERENCE  
 Location of Conference/Workshop: WASHINGTON, DC  
 Date(s) of Conference/Workshop: 3/18 - 3/21/06

### Travel Authorization/Funding Request

#### Estimated Cost of Attendance

Meals (\$35 per day max) \$ 175-  
 Mileage \_\_\_\_\_ @ \$ \_\_\_\_\_ per mile: \_\_\_\_\_  
 (call Fiscal Services for \$ per mile) YES NO  
 Transportation (plane, train, bus): To be prepaid?   275-  
 Registration: To be prepaid?   375-  
 Lodging/Hotel: To be prepaid?   300-  
 Other: \_\_\_\_\_ To be prepaid?   \_\_\_\_\_  
**TOTAL ESTIMATED COST OF TRAVEL:** \$ 1125-

#### NOTES:

- 1) If any of the above expenses are to be PREPAID, you MUST attach your COMPLETED registration and lodging information to this request.
  - 2) Organization dues and memberships may not be included as part of the Travel Authorization.
- Staff Development Funding Guidelines are explained on the reverse of this form.

Requisition # \_\_\_\_\_ P.O.# \_\_\_\_\_

Heena Mehra \_\_\_\_\_ 02/03/06  
 Signature of Attendee Date

**APPROVAL TO ATTEND:**  
[Signature] \_\_\_\_\_ 2306  
 Signature of Supervisor (staff) or Dean, Learning Systems (faculty) Date

#### Please Indicate Budget Approval

[Signature] \_\_\_\_\_ 2306  
 Budget Account Manager Signature Date  
 ASB \_\_\_\_\_ 1125  
 Department Budget Account # (12 digits) \$ Approved  
 \_\_\_\_\_  
 Faculty Travel Date Faculty Travel # \$ Approved  
 \_\_\_\_\_  
 Staff Development Date Staff Dev # \$ Approved

#### Processing Instructions -

#### Travel Authorization/Funding Phase

**Requestor:** Submit all copies to Dean or Supervisor for approval to attend, then...if using Staff Development and/or Faculty Travel Funding, send the completed Travel Authorization to the Staff Development Office. **If not using Staff Development/Faculty Travel Funding, send the completed form directly to Fiscal Services.**

White, green: Fiscal Services; Pink, goldenrod: Requestor;  
 Canary: Staff Development

### Reimbursement Request/ Statement of Expenses

To be submitted within 90 days after travel

(see 'Guidelines' on reverse side)

#### Transportation

Mileage \_\_\_\_\_ @ \$ \_\_\_\_\_ per mile: \$ \_\_\_\_\_  
 Plane, train, shuttle, bus: \_\_\_\_\_  
 Taxi/bus fares or parking: \_\_\_\_\_  
**Conference Registration Fees:** \_\_\_\_\_  
**Lodging/Hotel** (exit bill must show zero balance): \_\_\_\_\_  
 Room: Days \_\_\_\_\_ Rate = \$ \_\_\_\_\_  
 Days \_\_\_\_\_ Rate = \$ \_\_\_\_\_  
 Days \_\_\_\_\_ Rate = \$ \_\_\_\_\_

Lodging Total: \$ \_\_\_\_\_

#### Meals - Itemized by day (list names of others on receipt if applicable)

Date	Brkfst	Lunch	Dinner	#People	\$

Other: \_\_\_\_\_

Sub-total of expenses: \_\_\_\_\_

LESS AMOUNT PREPAID BY DISTRICT: \_\_\_\_\_

**TOTAL NET** (returned or payable to employee): \$ \_\_\_\_\_

I certify that the items I have listed are actual and necessary travel expenses incurred for community college district purposes and are in accordance with the Education Code for the State of California.

Employee Signature \_\_\_\_\_ Date \_\_\_\_\_

Fiscal Services Approval \_\_\_\_\_ Date \_\_\_\_\_

#### Processing Instructions -

#### Reimbursement Request Phase

**Requestor:** Forward the pink copy to Fiscal Services with original receipts. Retain the goldenrod copy for your records.

# Victor Valley Community College Travel Authorization/Reimbursement Form

Name of Attendee: JESSIKA GUARAU  
 Name of Conference/Workshop: ASACC CONFERENCE  
 Location of Conference/Workshop: WASHINGTON, DC  
 Date(s) of Conference/Workshop: 3/18/06 - 3/21/06

### Travel Authorization/Funding Request

#### Estimated Cost of Attendance

Meals (\$35 per day max) \$ 175-  
 Mileage \_\_\_\_\_ @ \$ \_\_\_\_\_ per mile: \_\_\_\_\_  
 (call Fiscal Services for \$ per mile) YES NO  
 Transportation (plane, train, bus): To be prepaid?   275-  
 Registration: To be prepaid?   375-  
 Lodging/Hotel: To be prepaid?   300-  
 Other: \_\_\_\_\_ To be prepaid?    
**TOTAL ESTIMATED COST OF TRAVEL:** \$ 1125-

**NOTES:**

- 1) If any of the above expenses are to be PREPAID, you MUST attach your COMPLETED registration and lodging information to this request.
  - 2) Organization dues and memberships may not be included as part of the Travel Authorization.
- Staff Development Funding Guidelines are explained on the reverse of this form.

Requisition # \_\_\_\_\_ P.O.# \_\_\_\_\_

[Signature] 2-3-06  
 Signature of Attendee Date

**APPROVAL TO ATTEND:**

[Signature] 2306  
 Signature of Supervisor (staff) or Dean, Learning Systems (faculty) Date

**Please Indicate Budget Approval**

[Signature] 2306  
 Budget Account Manager Signature Date

ASB 1125  
 Department Budget Account # (12 digits) \$ Approved

\_\_\_\_\_  
 Faculty Travel Date Faculty Travel # \$ Approved

\_\_\_\_\_  
 Staff Development Date Staff Dev # \$ Approved

**Processing Instructions -**

**Travel Authorization/Funding Phase**

**Requestor:** Submit all copies to Dean or Supervisor for approval to attend, then...if using Staff Development and/or Faculty Travel Funding, send the completed Travel Authorization to the Staff Development Office. **If not using Staff Development/Faculty Travel Funding, send the completed form directly to Fiscal Services.**

White, green: Fiscal Services; Pink, goldenrod: Requestor;  
 Canary: Staff Development

### Reimbursement Request/ Statement of Expenses

To be submitted within 90 days after travel

(see 'Guidelines' on reverse side)

**Transportation**

Mileage \_\_\_\_\_ @ \$ \_\_\_\_\_ per mile: \$ \_\_\_\_\_  
 Plane, train, shuttle, bus: \_\_\_\_\_  
 Taxi/bus fares or parking: \_\_\_\_\_  
**Conference Registration Fees:** \_\_\_\_\_  
**Lodging/Hotel (exit bill must show zero balance):** \_\_\_\_\_  
 Room: Days \_\_\_\_\_ Rate = \$ \_\_\_\_\_  
 Days \_\_\_\_\_ Rate = \$ \_\_\_\_\_  
 Days \_\_\_\_\_ Rate = \$ \_\_\_\_\_

**Lodging Total:** \$ \_\_\_\_\_

**Meals - Itemized by day (list names of others on receipt if applicable)**

Date	Brkfst	Lunch	Dinner	#People	\$

Other: \_\_\_\_\_

**Sub-total of expenses:** \_\_\_\_\_

**LESS AMOUNT PREPAID BY DISTRICT:** \_\_\_\_\_

**TOTAL NET (returned or payable to employee):** \$ \_\_\_\_\_

I certify that the items I have listed are actual and necessary travel expenses incurred for community college district purposes and are in accordance with the Education Code for the State of California.

\_\_\_\_\_  
 Employee Signature Date

\_\_\_\_\_  
 Fiscal Services Approval Date

**Processing Instructions -**

**Reimbursement Request Phase**

**Requestor:** Forward the pink copy to Fiscal Services with original receipts. Retain the goldenrod copy for your records.





# Victor Valley Community College Travel Authorization/Reimbursement Form

Name of Attendee: STEPHANIE DEAL  
 Name of Conference/Workshop: ASACC CONFERENCE  
 Location of Conference/Workshop: WASHINGTON, DC  
 Date(s) of Conference/Workshop: 3/18 - 3/21/04

## Travel Authorization/Funding Request

### Estimated Cost of Attendance

Meals (\$35 per day max) \$ 175-  
 Mileage \_\_\_\_\_ @ \$ \_\_\_\_\_ per mile: \_\_\_\_\_  
 (call Fiscal Services for \$ per mile) YES NO  
 Transportation (plane, train, bus): To be prepaid?   275-  
 Registration: To be prepaid?   375-  
 Lodging/Hotel: To be prepaid?   300-  
 Other: \_\_\_\_\_ To be prepaid?   \_\_\_\_\_  
**TOTAL ESTIMATED COST OF TRAVEL:** \$ 1125-

**NOTES:**

- 1) If any of the above expenses are to be PREPAID, you MUST attach your COMPLETED registration and lodging information to this request.
  - 2) Organization dues and memberships may not be included as part of the Travel Authorization.
- Staff Development Funding Guidelines are explained on the reverse of this form.**

Requisition # \_\_\_\_\_ P.O.# \_\_\_\_\_

Stephanie Deal 2/3/04  
 Signature of Attendee Date

**APPROVAL TO ATTEND:**

[Signature] 2306  
 Signature of Supervisor (staff) or Dean, Learning Systems (faculty) Date

**Please Indicate Budget Approval**

[Signature] 2306/  
 Budget Account Manager Signature Date

ASB 1125  
 Department Budget Account # (12 digits) \$ Approved

\_\_\_\_\_  
 Faculty Travel Date Faculty Travel # \$ Approved

\_\_\_\_\_  
 Staff Development Date Staff Dev # \$ Approved

**Processing Instructions -**

**Travel Authorization/Funding Phase**

**Requestor:** Submit all copies to Dean or Supervisor for approval to attend, then...if using Staff Development and/or Faculty Travel Funding, send the completed Travel Authorization to the Staff Development Office. **If not using Staff Development/Faculty Travel Funding, send the completed form directly to Fiscal Services.**

White, green: Fiscal Services; Pink, goldenrod: Requestor; Canary: Staff Development

## Reimbursement Request/ Statement of Expenses

To be submitted within 90 days after travel

(see 'Guidelines' on reverse side)

**Transportation**

Mileage \_\_\_\_\_ @ \$ \_\_\_\_\_ per mile: \$ \_\_\_\_\_  
 Plane, train, shuttle, bus: \_\_\_\_\_  
 Taxi/bus fares or parking: \_\_\_\_\_  
**Conference Registration Fees:** \_\_\_\_\_  
**Lodging/Hotel (exit bill must show zero balance):** \_\_\_\_\_  
 Room: Days \_\_\_\_\_ Rate = \$ \_\_\_\_\_  
 Days \_\_\_\_\_ Rate = \$ \_\_\_\_\_  
 Days \_\_\_\_\_ Rate = \$ \_\_\_\_\_

**Lodging Total:** \$ \_\_\_\_\_

**Meals - Itemized by day (list names of others on receipt if applicable)**

Date	Brkfst	Lunch	Dinner	#People	\$

Other: \_\_\_\_\_

**Sub-total of expenses:** \_\_\_\_\_

**LESS AMOUNT PREPAID BY DISTRICT:** \_\_\_\_\_

**TOTAL NET (returned or payable to employee):** \$ \_\_\_\_\_

I certify that the items I have listed are actual and necessary travel expenses incurred for community college district purposes and are in accordance with the Education Code for the State of California.

\_\_\_\_\_  
 Employee Signature Date

\_\_\_\_\_  
 Fiscal Services Approval Date

**Processing Instructions -**

**Reimbursement Request Phase**

**Requestor:** Forward the pink copy to Fiscal Services with original receipts. Retain the goldenrod copy for your records.

# Victor Valley Community College Travel Authorization/Reimbursement Form

Name of Attendee: MICHAEL KOENIG  
 Name of Conference/Workshop: ASACC CONFERENCE  
 Location of Conference/Workshop: WASHINGTON, DC  
 Date(s) of Conference/Workshop: 3/18 - 3/21/06

### Travel Authorization/Funding Request

#### Estimated Cost of Attendance

Meals (\$35 per day max) \$ 175-  
 Mileage \_\_\_\_\_ @ \$ \_\_\_\_\_ per mile: \_\_\_\_\_  
 (call Fiscal Services for \$ per mile) YES NO  
 Transportation (plane, train, bus): To be prepaid?   275-  
 Registration: To be prepaid?   315-  
 Lodging/Hotel: To be prepaid?   300-  
 Other: \_\_\_\_\_ To be prepaid?   \_\_\_\_\_  
**TOTAL ESTIMATED COST OF TRAVEL: \$ 1125-**

#### NOTES:

- 1) If any of the above expenses are to be PREPAID, you MUST attach your COMPLETED registration and lodging information to this request.
- 2) Organization dues and memberships may not be included as part of the Travel Authorization.

Staff Development Funding Guidelines are explained on the reverse of this form.

Requisition # \_\_\_\_\_ P.O.# \_\_\_\_\_

Michael Koenig 2/3/06  
 Signature of Attendee Date

**APPROVAL TO ATTEND:**  
[Signature] 2/3/06  
 Signature of Supervisor (Staff) or Dean, Learning Systems (faculty) Date

#### Please Indicate Budget Approval

[Signature] 2/3/06  
 Budget Account Manager Signature Date

ASB 1125  
 Department Budget Account # (12 digits) \$ Approved

\_\_\_\_\_  
 Faculty Travel Date Faculty Travel # \$ Approved

\_\_\_\_\_  
 Staff Development Date Staff Dev # \$ Approved

#### Processing Instructions -

#### Travel Authorization/Funding Phase

**Requestor:** Submit all copies to Dean or Supervisor for approval to attend, then...if using Staff Development and/or Faculty Travel Funding, send the completed Travel Authorization to the Staff Development Office. **If not using Staff Development/Faculty Travel Funding, send the completed form directly to Fiscal Services.**

White, green: Fiscal Services; Pink, goldenrod: Requestor; Canary: Staff Development

### Reimbursement Request/ Statement of Expenses

To be submitted within 90 days after travel

(see 'Guidelines' on reverse side)

#### Transportation

Mileage \_\_\_\_\_ @ \$ \_\_\_\_\_ per mile: \$ \_\_\_\_\_  
 Plane, train, shuttle, bus: \_\_\_\_\_  
 Taxi/bus fares or parking: \_\_\_\_\_  
**Conference Registration Fees:** \_\_\_\_\_  
**Lodging/Hotel (exit bill must show zero balance):** \_\_\_\_\_  
 Room: Days \_\_\_\_\_ Rate = \$ \_\_\_\_\_  
 Days \_\_\_\_\_ Rate = \$ \_\_\_\_\_  
 Days \_\_\_\_\_ Rate = \$ \_\_\_\_\_

**Lodging Total: \$ \_\_\_\_\_**

#### Meals - Itemized by day (list names of others on receipt if applicable)

Date	Brkfst	Lunch	Dinner	#People	\$

Other: \_\_\_\_\_

**Sub-total of expenses:** \_\_\_\_\_

**LESS AMOUNT PREPAID BY DISTRICT:** \_\_\_\_\_

**TOTAL NET (returned or payable to employee): \$ \_\_\_\_\_**

I certify that the items I have listed are actual and necessary travel expenses incurred for community college district purposes and are in accordance with the Education Code for the State of California.

\_\_\_\_\_  
 Employee Signature Date

\_\_\_\_\_  
 Fiscal Services Approval Date

#### Processing Instructions -

#### Reimbursement Request Phase

**Requestor:** Forward the pink copy to Fiscal Services with original receipts. Retain the goldenrod copy for your records.

# Victor Valley Community College Travel Authorization/Reimbursement Form

Name of Attendee: TRESA ODEN  
 Name of Conference/Workshop: ASACC CONFERENCE  
 Location of Conference/Workshop: WASHINGTON, DC  
 Date(s) of Conference/Workshop: 3/18 - 3/21/06

### Travel Authorization/Funding Request

#### Estimated Cost of Attendance

Meals (\$35 per day max) \$ 175-  
 Mileage \_\_\_\_\_ @ \$ \_\_\_\_\_ per mile: \_\_\_\_\_  
 (call Fiscal Services for \$ per mile) YES NO  
 Transportation (plane, train, bus): To be prepaid?   275-  
 Registration: To be prepaid?   315-  
 Lodging/Hotel: To be prepaid?   300-  
 Other: \_\_\_\_\_ To be prepaid?   \_\_\_\_\_  
**TOTAL ESTIMATED COST OF TRAVEL:** \$ 1125-

**NOTES:**

- 1) If any of the above expenses are to be PREPAID, you MUST attach your COMPLETED registration and lodging information to this request.
  - 2) Organization dues and memberships may not be included as part of the Travel Authorization.
- Staff Development Funding Guidelines are explained on the reverse of this form.

Requisition # \_\_\_\_\_ P.O.# \_\_\_\_\_

Tresa Oden 2-3-06  
 Signature of Attendee Date

**APPROVAL TO ATTEND:**

[Signature] 2306  
 Signature of Supervisor (staff) or Dean, Learning Systems (faculty) Date

**Please Indicate Budget Approval**

[Signature] 2306  
 Budget Account Manager Signature Date

ASB 1/25  
 Department Budget Account # (12 digits) \$ Approved

\_\_\_\_\_  
 Faculty Travel Date Faculty Travel # \$ Approved

\_\_\_\_\_  
 Staff Development Date Staff Dev # \$ Approved

**Processing Instructions -**

**Travel Authorization/Funding Phase**

**Requestor:** Submit all copies to Dean or Supervisor for approval to attend, then...if using Staff Development and/or Faculty Travel Funding, send the completed Travel Authorization to the Staff Development Office. **If not using Staff Development/Faculty Travel Funding, send the completed form directly to Fiscal Services.**

White, green: Fiscal Services; Pink, goldenrod: Requestor; Canary: Staff Development

### Reimbursement Request/ Statement of Expenses

To be submitted within 90 days after travel

(see 'Guidelines' on reverse side)

**Transportation**

Mileage \_\_\_\_\_ @ \$ \_\_\_\_\_ per mile: \$ \_\_\_\_\_  
 Plane, train, shuttle, bus: \_\_\_\_\_  
 Taxi/bus fares or parking: \_\_\_\_\_  
**Conference Registration Fees:** \_\_\_\_\_  
**Lodging/Hotel (exit bill must show zero balance):** \_\_\_\_\_  
 Room: Days \_\_\_\_\_ Rate = \$ \_\_\_\_\_  
 Days \_\_\_\_\_ Rate = \$ \_\_\_\_\_  
 Days \_\_\_\_\_ Rate = \$ \_\_\_\_\_

**Lodging Total:** \$ \_\_\_\_\_

**Meals - Itemized by day (list names of others on receipt if applicable)**

Date	Brkfst	Lunch	Dinner	#People	\$

Other: \_\_\_\_\_

**Sub-total of expenses:** \_\_\_\_\_

**LESS AMOUNT PREPAID BY DISTRICT:** \_\_\_\_\_

**TOTAL NET (returned or payable to employee):** \$ \_\_\_\_\_

I certify that the items I have listed are actual and necessary travel expenses incurred for community college district purposes and are in accordance with the Education Code for the State of California.

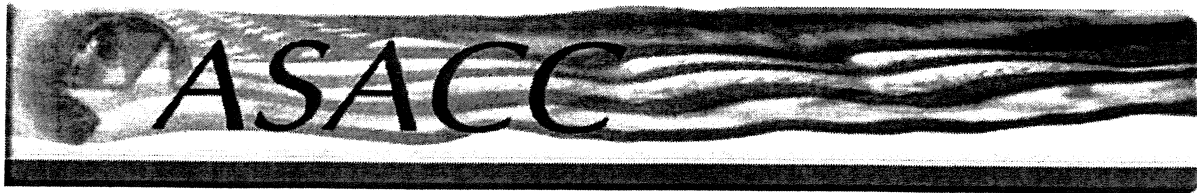
\_\_\_\_\_  
 Employee Signature Date

\_\_\_\_\_  
 Fiscal Services Approval Date

**Processing Instructions -**

**Reimbursement Request Phase**

**Requestor:** Forward the pink copy to Fiscal Services with original receipts. Retain the goldenrod copy for your records.



| Home | Priorities | Membership | Conferences | By-Laws | Newsletter | Advisors Network | Board Members | Links | Contact Us |

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## ***Leadership for the 21st Century***

*Page Updated: January 3, 2006*

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### **NATIONAL ADVOCACY CONFERENCE**

**March 18 - 21, 2006**

### **LEADING THE 21st CENTURY**

#### **Leadership, Citizenship & Advocacy**

ASACC is dedicated to enhancing students' skills in leadership, citizenship, and advocacy. These skills are needed to help the United States meet the challenges of the future. The annual National Advocacy Conference provides a hands-on experience in all three areas.

Over the four days, student leaders share ideas and methods with each other, while meeting with leaders of Congress and their staff among other national decision-makers. Visits should be scheduled to visit with the Senators and Representatives and key staff to discuss priority legislation and voice the concerns of the fellow students they represent. In its 22nd year, the ASACC Conference has become the largest annual student meeting in the nation's capital.

#### **Students First**

As Congress and the President grapple with balancing the budget, the war terrorism, and the new era of international relations, ASACC wants to help the nearly 12 million students attending community colleges keep the lawmakers focused on their promises to make education and students a higher national priority. By their participation in the conference, student leaders fulfill their obligation to their constituents to track the issues of student access and need, and to focus their congressional visits on the most timely priorities.

#### **ASACC Priorities**

The priorities the delegates address in their Congressional visits are set through their own deliberations each year during the conference. As a body, they sift such important issues as Pell Grants, Work-Study, Tax Credits for Education, Child Care and inflated college costs to settle on the two or three priorities they see as most timely to the second session of the 109th Congress. The reauthorization of the Higher Education Act is of utmost concern to the student constituency. This process ensures grassroots input, and sharpens the students sense of ownership of ASACC and its national agenda.

## **Making the Most of Your Capitol Hill Visit**

Contact your Congressional offices early for the best chance to meet with your Representatives and Senators. You can find your representatives by entering your postal zip code in the search area at [www.congress.org](http://www.congress.org)

Meeting with a Member of Congress or Congressional staff is a very effective way to convey a message about a specific legislative issue. Below are some suggestions to consider when planning a visit to a Congressional Office.

### **Plan Your Visit Carefully:**

Be clear about what it is you want to achieve; determine in advance which Member or committee staff you need to meet with to achieve your purpose.

Start your plan by identifying the committees and subcommittees on which your Senators and House Members serve. This will enable you to focus your presentation in areas which they have influence. Whenever possible, bring to the meeting information and materials supporting your position. Members are required to take positions on many different issues. In some instances, a Member may lack important details about the pros and cons of a particular matter. It is therefore helpful to share with the Member information and examples that demonstrate clearly the impact or benefits associated with the legislation you are advocating. As lead spokesperson for your group pick your best presenter.

### **Make an Appointment:**

When attempting to meet with a Member, contact the Appointment Secretary/Scheduler. Explain your purpose and who you represent. It is easier for Congressional staff to arrange a meeting if they know what you wish to discuss and your relationship to the area or interests represented by the Member.

### **Be Prompt and Patient:**

When it is time to meet with a Member, be punctual and be patient. It is not uncommon for a Congressman or Congresswoman to be late, or to have a meeting interrupted, due to the Member's crowded schedule. If interruptions do occur, be flexible. When the opportunity presents itself, continue your meeting with a Member's staff.

### **Be Statesmen and Stateswomen:**

Avoid personal politics and private agendas. Stick to the issues that effect your constituents the most. Members of Congress want to represent the best interests of their district or state. Wherever possible, demonstrate the connection between what you are requesting and the interests of the Member's constituency. If possible, describe for the Member how you or your group can be of assistance to him/her. Where it is appropriate, remember to ask for a commitment.

### **Be Responsive:**

Be prepared to answer questions or provide additional information, in the event the Member expresses interest or asks questions. Follow up the meeting with a thank you letter that reinforces the points covered during the meeting, and send along any additional information and materials requested.

HUMAN RESOURCES

FEBRUARY 14, 2006

TOPIC: CLASSIFIED ADDITIONAL POSITION

TO: THE BOARD OF TRUSTEES

The district requests the board approve the position of an Administrative Secretary II to serve Facilities Construction (70%) and the Public Information Office (30%).

Fiscal Impact: Budgeted Item

RECOMMENDATION:

It is recommended that the board approve the addition of the Administrative Secretary II as listed.

REFERENCE FOR AGENDA: NO

Signed [Signature]  
Director of Human Resources

TRANSMITTED TO THE BOARD WITH A FAVORABLE RECOMMENDATION.

Signed [Signature]  
Superintendent/President

ACTION TAKEN BY THE BOARD:

MOTION \_\_\_\_\_

SECOND \_\_\_\_\_

Ayes \_\_\_ Noes \_\_\_

INFORMATION ONLY \_\_\_\_\_

HUMAN RESOURCES

FEBRUARY 14, 2006

TOPIC: CLASSIFIED POSITION INCREASE IN TIME

TO: THE BOARD OF TRUSTEES

The district proposes that the position of Student Development Center specialist, which is currently a 50% position, be increased to a 100% position .

Fiscal Impact: Budgeted Item ,Board Financial Assistance Program (BFAP)

RECOMMENDATION:

It is recommended that the board approve increasing the student development specialist position from half-time to full-time.

REFERENCE FOR AGENDA: NO

Signed W. SCHMIDT  
Director of Human Resources

TRANSMITTED TO THE BOARD WITH A FAVORABLE RECOMMENDATION.

Signed R. Spencer  
Superintendent/President

ACTION TAKEN BY THE BOARD:

MOTION \_\_\_\_\_

SECOND \_\_\_\_\_

Ayes \_\_\_ Noes \_\_\_

INFORMATION ONLY \_\_\_\_\_



INSTRUCTION

FEBRUARY 14, 2006

TOPIC: AGREEMENT – MOJAVE WATER AGENCY

TO THE SUPERINTENDENT/PRESIDENT:

The Mojave Water Agency desires to enter in to an agreement with the Victor Valley College Agriculture and Natural Resources Department to provide financial support and a sponsorship investment in the amount of \$20,000. These funds will be used to further develop the Victor Valley College Mojave Sustainability Project according to the terms and conditions of the attached agreement.

Fiscal Impact: to the District \$20,000

RECOMMENDATION:

It is recommended that the Board of Trustees approve the agreement with the Mojave Water Agency to further develop the Victor Valley College Mojave Sustainability Project by receiving a sponsorship investment in the amount of \$20,000.

REFERENCE FOR AGENDA: YES

Signed *R. Reynolds*  
Interim Deputy Superintendent/Executive  
Vice President, Instruction

TRANSMITTED TO THE BOARD WITH A FAVORABLE RECOMMENDATION:

Signed *R. Spencer*  
Superintendent/President

ACTION TAKEN BY THE BOARD:

MOTION \_\_\_\_\_

SECOND \_\_\_\_\_

Ayes \_\_\_\_\_ Noes \_\_\_\_\_

INFORMATION ONLY \_\_\_\_\_

## **MOJAVE SUSTAINABILITY PROJECT:**

The Mojave Sustainability Project (MSP) is a collaborative that serves as the educational forum through which the desert community will determine how it will achieve sustainability. This collaborative consists of education, industry, government agencies and individual citizens who recognize the need to promote sustainable development and the unique role education can play in this process.

The Mojave Sustainability Project has four main goals:

1. Prepare a workforce and promote students to more advanced degree opportunities in fields that support natural resource management and sustainable development
2. Impact the environment through service learning projects that deliver solutions to community challenges and engage the community in these solutions
3. Assist our partners in meeting their environmental education, outreach and natural resource management goals
4. Educate the public in the wise use of natural resources and enhance a community wide sustainability ethic

## **HOW YOU CAN HELP**

The success of the Mojave Sustainability Project in delivering its benefit to the community will be determined by the participation of its collaborative partners. While initiated and coordinated by Victor Valley College, the elements of the MSP plan cannot be carried out without the combined investments of private sector and other interested governmental agency partners. Victor Valley College receives among the lowest per student allocations of state funding of any level of education in California. College level lab based programs, new curriculum development and community outreach programs such as those described in the MSP plan require dedication of resources beyond those allocated the state. Fortunately, as a part of the California Community College system, Victor Valley College is expected to respond to the educational and economic needs of its region through partnerships and collaborative efforts.

The **Mojave Water Agency** is invited to continue its partnership in the MSP through collaboration with Victor Valley College that advances water conservation education in the Victor Valley. It is estimated that over 60% of water use is applied to outdoor landscaping. This proposal specifically applies strategies of education and public outreach to mitigate the effect of landscaping on the local water supply.

In accordance with the goals noted above, support from Mojave Water Agency will be applied to make it possible for Victor Valley College to:

1. **Develop at least two new water conservation workshops to be integrated in the Natural Landscape Practices series.** This series teaches landscape solutions from a sustainability

- b. **Mojave Conservation Workshop:** A wide range of local conservation topics are presented in this workshop series that is held in conjunction with the Spring Plant Sale
  
- c. **Produce semi-annual drought tolerant plant sales:** Twice each year, Victor Valley College offers drought tolerant plants for sale to the general public. These student-run plant sales provide educational experiences for the students in their understanding of plant health, water conservation issues, and landscape business management concepts. They also allow members of the public to receive one-on-one counseling about water conservation landscaping strategies and drought tolerant plant preservation. Plant sales draw more than 1,200 people who purchase 4,000 plants for introduction into landscaping & gardening projects throughout the Victor Valley.

**APPROXIMATE COST: \$8,500**

Expenses related to these outreach activities include qualified faculty, administrative oversight of student projects, student stipends, educational supplies, plant propagation assistance, travel, promotional materials and advertising.

- 3. **Offer the popular Master Gardener course at least once per year.** This course is intended for homeowners and professionals who wish to increase their proficiency in high desert gardening. Topics include: plant selection, water-wise irrigation, fruit, vegetables, roses, fertilizers, mulches, soil amendments, composting, herbaceous plants, landscape design, pruning, maintenance, weed control, cactus, succulents, turf-grass and water features. The Master Gardener course serves approximately 35 students annually with a comprehensive overview of gardening issues.

**APPROXIMATE COST: \$6,700**

The Master Gardener course requires qualified faculty, facilities and educational supplies, student recruitment and marketing.

**SPONSORSHIP INVESTMENT: \$20,000**

The **Mojave Water Agency** agrees to sponsor the projects noted above through an investment of \$20,000 in the Victor Valley College District Foundation Mojave Sustainability Project (MSP) Fund to support the success of the overall program. This investment shall be paid by December 31, 2005.

In exchange for this investment, **Victor Valley College** agrees to deliver the projects as outlined above, provide semi-annual project reports as required by Mojave Water Agency on the status of these projects

perspective. Workshops are offered in two hour blocks on Saturdays which serve as introductions to 6 hour in-depth modules. Participants in the workshops are homeowners, professional landscapers, horticultural hobbyists and general studies students. Workshops have drawn upwards of 80 participants for the most popular subjects and on average enroll approximately 30 students. Workshops to be added in the 2005 Fall Session with the support of the Mojave Water Agency include:

**AGNR 61A (0.5 unit): Basics of Water-Efficient Landscape Design**

Introduction to the seven xeriscape principles (landscape planning and design, soil considerations, practical turf areas, plant material selection, irrigation design, use of mulches, and landscape maintenance). Additional emphasis on drip and water-conserving irrigation, with an overview of local and regional water resource issues. Students will learn the basic elements of landscape design and be introduced to the dynamics of water resource management.

**AGNR 61D (0.5 unit): Designing Drip Irrigation and Other Water-Efficient Systems**

Students will learn to design, install, and maintain drip and other water-efficient landscape irrigation systems. Topics include: system layout; description of available irrigation hardware components and their use; converting existing systems to water-efficient; adapting an existing system to a redesigned landscape; effective use of timers and controllers based on seasonal water requirements; troubleshooting and repair

**APPROXIMATE COST: \$4,200**

The cost of offering these workshops includes securing qualified adjunct faculty, facilities and educational supplies, toward curriculum development and student recruitment / marketing.

**2. Coordinate student led community outreach activities that promote responsible water use.**

As part of the MSP, service learning challenges students to develop and implement projects that bring concepts to life thereby allowing these students to internalize the knowledge. The production of outreach activities that promote responsible water use provide a service learning opportunity with the added benefit of raising awareness in the broader community. Outreach activities proposed for student led program include:

- a. **Youth (high school / elementary school) demonstrations:** Students of various ages attend demonstrations and lectures on subjects from propagation of drought tolerant plants to greenhouse management. Schools include: Victor Valley Elementary, Apple Valley High, Lewis Center of Educational Research and Lucerne Valley High

and recognize Mojave Water Agency for its sponsorship investment as appropriate and approved by Mojave Water Agency.

Signed:

\_\_\_\_\_  
**Victor Valley College**

\_\_\_\_\_  
**Date**

  
\_\_\_\_\_  
**Mojave Water Agency**

  
\_\_\_\_\_  
**Date**

ADMINISTRATIVE SERVICES

FEBRUARY 14, 2006

TOPIC: AGREEMENT – NEON SOFTWARE, ANNUAL AGREEMENT

TO THE SUPERINTENDENT/PRESIDENT:

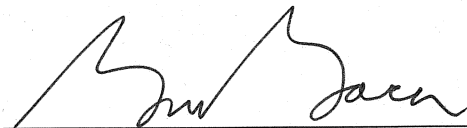
The district wishes to enter in an agreement with Neon Software to purchase network management software. This software will provide upgraded utilities to monitor the network from off-site and to automatically produce asset management reports through the network saving many hours of manual labor.

Fiscal Impact: not to exceed \$17,684.68 annually budgeted item.

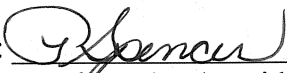
RECOMMENDATION:

It is recommended the Board of Trustees approve the agreement with Neon Software as submitted.

REFERENCE FOR AGENDA: YES

Signed:   
Vice President, Administrative Services

TRANSMITTED TO THE BOARD WITH A FAVORABLE RECOMMENDATION:

Signed:   
Superintendent/President

ACTION TAKEN BY THE BOARD:

MOTION \_\_\_\_\_

SECOND \_\_\_\_\_

Ayes \_\_\_\_ Noes \_\_\_\_

INFORMATION ONLY \_\_\_\_\_



Neon Software, Inc  
 244 Lafayette Circle  
 Lafayette, CA 94549  
 925-283-9771 (ph)  
 925-283-6507 (fax)

# Quote

Date	1/5/2006
Quote #	80479

Bill To:
Victor Valley Community College John Booth Victorville, CA

Ship To

Rep	FOB	P.O. No.	Terms	
Quantity	Item Code	Description	Price Each	Total
1	FW-CS000-000	Full - Win - Continuous Scan	396.00	396.00T
1	MW-CS000-000	Maintenance - Win - Continuous Scan	99.00	99.00
1	FA-NR01K-000	Full - All- Neon Responder 1000	7,996.00	7,996.00T
1	FA-NR500-000	Full - All OS - Neon Responder 500	4,796.00	4,796.00T
1	FA-NR100-000	Full - All OS - Neon Responder 100	1,196.00	1,196.00T
1	MA-NR01K-000	Maintenance - All OS - Neon Responder 1000	1,995.00	1,995.00
		Maintenance includes top-of-queue support, free updates and free upgrades for one year.		
		Quoted price includes education discount.		
1	2 Day Shipping	Fed-Ex 2 Day shipping Electronic delivery is available at no charge.	20.00	20.00
			<b>Subtotal</b>	\$16,498.00
			<b>Sales Tax</b>	\$1,186.68
			<b>Total</b>	\$17,684.68

ADMINISTRATIVE SERVICES

FEBRUARY 14, 2006

TOPIC: AGREEMENT – VERIZON WIRELESS

TO THE SUPERINTENDENT/PRESIDENT:

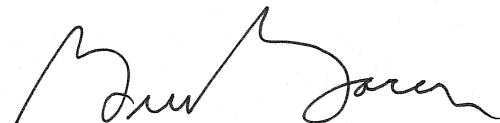
The district wishes to enter into an agreement with Verizon Wireless to purchase wireless telephone services and products. Verizon will replace Nextel as the college's wireless service provider with improved connectivity at a savings of approximately 15% annually.

Fiscal Impact: Reduction in annual service fees over current service.

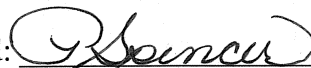
RECOMMENDATION:

It is recommended the Board of Trustees approve the agreement with Verizon Wireless as submitted.

REFERENCE FOR AGENDA: YES

Signed:   
Vice President, Administrative Services

TRANSMITTED TO THE BOARD WITH A FAVORABLE RECOMMENDATION:

Signed:   
Superintendent/President

ACTION TAKEN BY THE BOARD:

MOTION \_\_\_\_\_

SECOND \_\_\_\_\_

Ayes \_\_\_\_ Noes \_\_\_\_

INFORMATION ONLY \_\_\_\_\_



**LOCAL GOVERNMENT ENTITY AUTHORIZED USER AGREEMENT  
FOR STATE OF CALIFORNIA CONTRACT FOR WIRELESS SERVICES  
(MASTER CONTRACT #1S-05-58-02)**

Verizon Wireless and the State of California (the "State") have entered into a Contract for Wireless Services (#1S-05-58-02) (The "Master Agreement") pursuant to which local government entities within the State may participate to purchase wireless services and products from Verizon Wireless, so long as they have complied with the State's designated purchasing processes, and the applicable requirements of their individual Charters or other governing documents.

The undersigned, on behalf of the Local Entity, acknowledges and agrees, as follows:

- (1) It is eligible to purchase wireless service and products from Verizon Wireless under the terms and provisions of the Master Agreement, subject to any applicable local purchasing laws and ordinances;
- (2) It desires to purchase wireless services and products from Verizon Wireless pursuant to the terms and conditions of the Master Agreement and any and all addenda and schedules thereto as the State may specify from time to time.

Local Entity agrees to purchase, and Verizon Wireless agrees to provide, the wireless services and products detailed below pursuant to the terms of the Master Agreement and any addenda and schedules thereto:

Local Government Entity Name:	<u>Victor Valley College</u>		
State Billing Code:	<u>V8119</u>		
Authorized User Name:	_____		
Authorized User Phone:	_____		
Authorized User Address:	Street:	_____	
	City:	_____	
	ST: <u>CA</u> Zip:	_____	
Tax ID:	_____	D&B #:	_____
Tax Exempt:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	
VZW Sales Rep Name:	<u>Annette Lauchang</u>		
Phone Number:	<u>951-201-1897</u>	Sales Rep ID:	<u>EBW08</u>

Further, the undersigned is designated and granted authority to act on behalf of Local Entity for any and all matters contemplated in the Master Agreement.

Executed as of this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_.

\_\_\_\_\_  
Authorized Signer

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

ADMINISTRATIVE SERVICES

FEBRUARY 14, 2006

TOPIC: BID AWARDS – ADVANCED TECHNOLOGY BUILDING

TO THE SUPERINTENDENT/PRESIDENT:

Bids for the construction of the Advanced Technology Building were opened February 2, 2006. This project, utilizing multiple prime as its delivery method, provides the District with improved control over pricing, time schedules, and overall construction. The multiple prime contract was separated into 23 bid packages, and the results of the bids will be brought to the board as an amended item on February 14, 2006. The bid results and tabulation sheets will reflect the lowest responsible bidders for each contract.

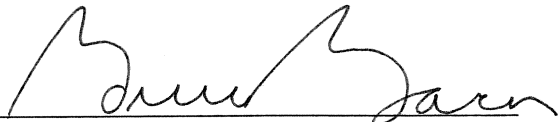
All bids have been thoroughly reviewed by the Director of Facilities Construction and Contracts, and the Districts contracted Construction Manager, Cal K-12. All recommended contractors are licensed in California, have completed the bidding process, reference checks, and post bid interviews, and their bonding companies are licensed to do business in California.

Fiscal impact: Capital Fund 71 redevelopment expenditure

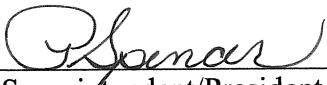
RECOMMENDATION:

It is recommended the Board of Trustees award the bids to the designated company's and/or contractors as listed on the amendments.

REFERENCE FOR AGENDA: YES

Signed:   
Vice President, Administrative Services

TRANSMITTED TO THE BOARD WITH A FAVORABLE RECOMMENDATION:

Signed:   
Superintendent/President

ACTION TAKEN BY THE BOARD:

MOTION \_\_\_\_\_

SECOND \_\_\_\_\_

INFORMATION ONLY \_\_\_\_\_

<b>Package</b>	<b>Bid Recommended Company/Contractor</b>	<b>Bid Amount</b>
01	Grading, Demolition and Sitework	\$
02	General Construction	\$
03	Structural Steel	\$
04	Doors, Frames and Door Hardware	\$
05	Painting	\$
06	Specialties	\$
07	HVAC	\$
08	Plumbing	\$
09	Electrical	\$
10	Glazing	\$
11	Flooring	\$
12	Masonry	\$
13	Plaster & Gypsum Board Systems	\$
14	Ceramic / Quarry Tile	\$
15	Roofing	\$
16	Acoustical ceilings & Insulation	\$
17	Casework	\$
18	Sheet Metal	\$
19	Hydraulic Elevator +B124	\$
20	Fire Sprinklers	\$
21	Landscaping	\$
22	Access Flooring	\$
23	Hydronic Piping Systems	\$

ADMINISTRATIVE SERVICES

FEBRUARY 14, 2006

TOPIC: AGREEMENT – KERRI SANTORO

TO THE SUPERINTENDENT/PRESIDENT:

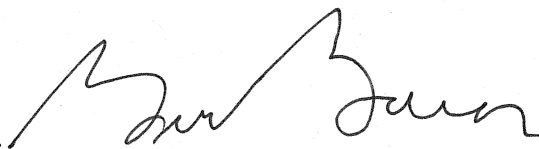
The district's contract with Kerri Santoro (DBA the High Desert Farmer's Market) has expired and the district wishes to enter into a new agreement for the purpose of providing a source of high quality, low cost fresh produce for residents and visitors in the high desert community. The new contract is for a period of five years, with the ability to terminate the agreement due to unsatisfactory service.

Fiscal Impact: \$59,400.00 income to the district and an additional \$2,500 for student scholarships over the five year period covered by the contract.

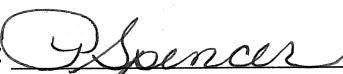
RECOMMENDATION:

It is recommended that the Board of Trustees approve the agreement with Kerri Santoro for the operation of the High Desert Farmers' Market as requested.

REFERENCE FOR AGENDA: YES

Signed:   
Vice President, Administrative Services

TRANSMITTED TO THE BOARD WITH A FAVORABLE RECOMMENDATION:

Signed:   
Superintendent/President

ACTION TAKEN BY THE BOARD:

MOTION \_\_\_\_\_

SECOND \_\_\_\_\_

INFORMATION ONLY \_\_\_\_\_

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## SITE AGREEMENT

This Site Agreement (the "Agreement") is entered into effective as of March 01, 2006, by and between Kerri Santoro, DBA High Desert Farmers' Market (hereinafter HDFM) and VICTOR VALLEY COMMUNITY COLLEGE DISTRICT (hereinafter VVC).

### RECITALS

VVC is a Community College District with one campus commonly known as Victor Valley College at 18422 Bear Valley Road, Victorville, California, 92935.

VVC Auxiliary Services has its office at the VVC Student Activities Center at 18422 Bear Valley Road which address shall be used giving notices as hereinafter provided.

HDFM is a California non-profit corporation through Inland Certified Farmers' Market Association with its principal office at P.O. Box 3585, Apple Valley, California 92307 and is in the business of operating Farmers Markets;

HDFM and VVC desire that a Farmers' Market be established at VVC, and desire to enter into this Agreement to establish terms relating thereof.

VVC has complied with the requirements of Education Code 81378.1 and has published a notice of the meeting at which this Agreement was adopted. Furthermore, VVC has determined that the fair market value of the Agreement does not exceed twenty-five thousand dollars (\$25,000) per year.

### AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged of the parties herein contained, it is agreed:

#### **A) Establishment of Farmers' Market.**

- i) Except as in hereafter provided, VVC grants HDFM the right, privilege and license to install, maintain, and operate a farmers' market on the Victor Valley College campus to provide a source of high quality, low cost fresh produce for residents and visitors in the high desert community at the (the "Site"): Outer Bear Valley Road and parking lot 17.

**B) Farmers' Market services to be provided by HDFM**

- i) HDFM shall install on VVC premises, at the Site, a food service facility. Any changes after execution of this agreement with respect to location of such facility, the product line to be sold, and the prices of such will be subject to review and approval by VVC.
- ii) HDFM shall provide all of the herein described services during such periods of time and hours as agreed upon with VVC. It is agreed upon that the periods and hours of operation of the Farmers' Market are predicated upon scholastic schedules and needs, determination of which shall be solely within the discretion of VVC. Upon determination of the need to change HDFM's schedule of operation, VVC shall prepare the new schedule, obtain HDFM's signature thereon, and append it to this agreement.

**C) Farmers' Market facility and Equipment**

- i) VVC shall provide HDFM with the space necessary for the installation and operation of the hereinabove described HDFM facility. HDFM shall neither make alterations to the premises nor redecorate or add fixtures thereto without having received VVC'S written approval therefore.
- ii) HDFM may make written request for installation of additional equipment on VVC premises upon HDFM's written request and demonstrated need for and upon a showing of economic feasibility for the placement of such equipment, VVC may grant HDFM the request.

**D) Farmers' Market facility**

- i) HDFM shall maintain the site in good working condition and stocked for sales at all times. HDFM shall maintain in good order signage that is mutually agreed upon by VVC and HDFM.
- ii) Further, all HDFM equipment and building(s) placed on the premises of the Site by HDFM hereunder, are and shall be donated to VVC unless otherwise specified and agreed upon in writing by both VVC and HDFM prior to the installation of such equipment.

**E) Farmers' Market facility**

HDFM shall be responsible for:

- i) Providing personnel to maintain Farmers' Market facility
- ii) HDFM shall not, in the performance of this agreement, discriminate against any employee or applicant for employment because of race, creed, sex, color, national origin, or disability.
- iii) HDFM agrees that it and its employees shall not violate any federal, state, local, or campus law, ordinance, statute, regulation, or rule.
- iv) HDFM shall not employ any person in violation of California Education Code § 87405.
- v) **VVC has the right to exclude from campus any HDFM employee at any time for any reason. Upon written notification to HDFM by VVC that a HDFM employee is unacceptable to VVC, said employee shall not come on campus to provide service under this agreement.**

**F) Independent Contractor**

- i) It is the intention of the parties that HDFM be an independent contractor under this agreement and that no agency or employment relationship be created between the parties by this agreement.

**G) Compensation**

- i) HDFM shall make monthly payments to Victor Valley College according to Compensation Schedule 1 – Original Term and Compensation Schedule – Renewal Term.

**Compensation Schedule 1**

Year	Dates	Monthly Amount
1	July 01, 2005 – Jun 30, 2006	\$700.00
2	July 01, 2006 – Jun 30, 2007	\$750.00
3	July 01, 2007 – Jun 30, 2008	\$800.00
4	July 01, 2008 – Jun 30, 2009	\$850.00
5	July 01, 2009 – Jun 30, 2010	\$900.00

- ii) HDFM further agrees to provide an Excellence in Education Scholarship in the amount of \$500 each year of this agreement.
- iii) All payments are due and payable within 72 hours of the last day of each month for which HDFM is in operation at the Site.

- iv) HDFM shall guarantee that VVC and/or the Associated Student Body be accorded free vendor space should the need arise.

#### **H) Maintenance and sanitation**

The following are the responsibilities of the parties hereto:

- i) HDFM shall operate and maintain the Farmers' Market in a clean and sanitary condition in accordance with recognized standards for such activity and in accordance with the applicable federal, state, and local laws and regulations.
- ii) HDFM shall be solely liable for and bear the expense of providing portable restroom facilities as required to comply with applicable federal, state, or local laws relating to the operation of a Farmers' Market.
- iii) HDFM shall keep such portable restroom facilities in a clean and sanitary condition and free from rodents, insects, or other pests. VVC shall supply suitable waste disposal containers for the convenience of Farmers' Market patrons.

#### **I) Utilities**

- i) All applications and connections for necessary utility services on the demised premises shall be made in the name of the HDFM, and HDFM shall be solely liable for utility charges as they become due, including those for sewer, water, gas, electricity, and telephone services.

#### **J) Licenses and Applicable Laws**

- i) HDFM shall comply with applicable federal, state, or local laws relating to the operation of a Farmers' Market. HDFM shall procure and keep in effect all necessary licenses, and/or permits required by law and HDFM shall further agree to post such permits within the site in a prominent place as may be required by law. HDFM further agrees to comply with federal, state, or local laws pertaining to wages and hours of employment.

#### **K) Fees and Taxes**

- i) HDFM shall be responsible for paying all federal, state, county, and city license fees and sales and other taxes which may be imposed on the sales of articles through its HDFM or which may be assessed



against its equipment or merchandise except for capital equipment owned by VVC while in or upon the premises of VVC. HDFM shall also be responsible for costs of licenses, permits, and food handler's card, which, together with all fees and taxes aforementioned, shall be charged to the operation of the business.

**L) Insurance and indemnity**

- i) VVC shall provide Fire Insurance only for VVC-owned equipment and facilities on the premises.
- ii) HDFM will furnish to VVC, prior to commencement of services at VVC, an insurance certificate evidencing that it maintains with a company licensed to do business in the State of California, the following coverage:
  - (a) Workmen's Compensation Insurance as prescribed by the laws of the State of California;
  - (b) Comprehensive General Liability naming VVC and its Board of Trustees and employees, as additional named insured with minimum limits of \$1,000,000 each occurrence, combined single limit, bodily injury including death, property damage liability and coverage for personal injury, blanket contractual liability, and products liability. The certificate shall contain a statement that the care, custody, or control exclusion is waived. Comprehensive Automobile Liability (including owned, non-owned, and hired) with limits of \$500,000 each occurrence, single limit, bodily injury including death and property damage liability.
- iii) Notwithstanding any insurance coverage which may be in effect, and in addition to any additional undertakings referred to herein, HDFM agrees at all times to protect, indemnify and hold the Victor Valley Community College District, its Board of Trustees, officers, members, representatives, agents, guests, invitee, and/or employees free and harmless, and to provide legal defense, from all liabilities, claims, losses, judgments, damage, demands or expenses resulting from HDFM's use or occupancy of the District's facilities and/or the active or passive negligence of HDFM or of the District, its Board of Trustees, officers, members, representatives, agents, guests, invitee, and/or employees, specifically including, without limitation, any liability, claim, loss, judgment, damage, demand, or expense, arising by reason of:

- (a) the loss of or damage to any of the District's facilities including any building, structure, or improvement thereon, or any equipment to be used therein;
  - (b) the injury or death of any person, including, but not limited to, the officers, members, representatives, agents, guests, invitee, and/or employees of HDFM or of the District; or
  - (c) damage to any property arising from the use, possession, selection, delivery, return, condition or operation of District's facilities.
- iv) HDFM further agrees to reimburse the District for all liabilities, claims, losses, judgments, damages, demands, expenses, fines, penalties, including reasonable attorneys' fees imposed or incurred by the District because of HDFM's use or occupancy of the District's facilities and/or active or passive negligence of HDFM or of the District, its Board of Trustees, officers, members, representatives, agents, guests, invitee, and/or employees.

**M) Notice of claims**

- i) VVC shall promptly notify HDFM in writing of any claims against VVC or against HDFM arising out of the Farmers' Market operations covered by this agreement, and in the event of suit, shall forward copies of all papers promptly to HDFM.

**N) Original Term and Renewal Term**

- i) This agreement shall be for a term of five (5) years, July 01, 2005 through June 30, 2010. An exception to this five year agreement includes that the agreement may be terminated for any reason by a thirty (30) day mutual written termination agreement.

**O) Termination**

- i) **If at any time during this agreement VVC should determine HDFM service is unsatisfactory, VVC shall advise HDFM in writing by registered mail. HDFM can correct unsatisfactory conditions within 30-day period. If unsatisfactory conditions have not been corrected, VVC may cancel this agreement with an additional 30-day notice by registered mail.**

- ii) **An exception to this agreement includes that the agreement may be terminated by a thirty (30) day mutual written termination agreement.**
- iii) Either party may terminate this agreement upon a default by the other party in the performance of an obligation or upon a material breach of any of the terms or conditions of this agreement by the other party if such other party fails to cure such default in performance or material breach within 60 days after service of notice upon it of such default or breach. Notice of breach shall be given in accordance with the provisions of Paragraph 17 of this agreement.
- iv) The Agreement shall be subject to renegotiation and may be rescinded after 60 days' notice to the lessee if the governing board determines at any time during the term of the Agreement that the building, grounds, or space therein subject to the Agreement are needed for academic activities.
- v) In the event HDFM shall fail to maintain and keep in force product liability insurance, public liability insurance, property damage insurance, and worker's compensation insurance, VVC shall have the right to cancel and terminate the Agreement immediately and without notice.
- vi) Failure by HDFM to maintain a Grade "A" Health Department rating may be the cause for immediate termination, should HDFM not correct any problems within the Health Department's cure period.

**P) Removal of Property**

- i) Upon termination of this agreement, HDFM shall vacate the premises of VVC and remove all HDFM equipment and property belonging to HDFM. HDFM shall not, however, remove any of the furniture, equipment, fixtures or property belonging to VVC. Further, upon vacating the premises, HDFM shall restore them to the extent possible to the condition existing at the time that HDFM entered the premises, allowing for normal wear and tear. In the event that HDFM shall fail to remove its property, VVC may, at its election, either treat such machines or other property to have been abandoned if not removed within 30 days after termination of this agreement or have such property removed and stored at the expense of HDFM.

**Q) Notices**

- i) Any notice to be given hereunder by either party to the other may be effected by personal delivery in writing or by registered, certified or first class mail, postage prepaid as of time of the mailing. Notice given to HDFM'S manager shall be deemed to have been notice given to HDFM. The address of VVC is: Auxiliary Services, 18422 Bear Valley Road, Victorville, California 92392-5849 and the address of HDFM is P.O. Box 3585, Apple Valley, California 92307 Either party may designate another address for the purpose of receiving notice by giving the other party written notice of such other address.

**R) Business interruption**

- i) In the event that business operation on the premises of VVC are interrupted or stopped on account of fire, earthquakes, war, strikes or other causes beyond the control of the parties, the performance of this agreement, with the exception of the payment of money already due and owing, shall be suspended and excused until such time as the business operations are again resumed and the term of this agreement shall be extended for a period of time equal to the length of time during which performance was suspended or excused; provided, however, that no such extension shall be in excess of 6 months and in such case, this agreement may be terminated by either party by giving notice in writing to the other.

**S) Assignments**

- i) HDFM shall not assign this agreement or any part thereof without the VVC'S written consent. Further, HDFM may not use any other independent contractor for the purpose of discharging HDFM'S obligations under this agreement without VVC'S written consent.

**T) Amendments and Modifications**

- i) This agreement may be modified only by written amendment executed by authorized officials or representatives of the parties.

**U) No Waiver**

- i) The waiver of breach of any term of the Agreement does not waive any other breach of that or any other term.

**V) Severability**

- i) If any part of this Agreement is for any reason found to be unenforceable, all other parts nevertheless remain enforceable.

**W) Counterparts**

- i) This Agreement may be executed in any number of counterparts with the same effect as if all signatories had signed the same document. All counterparts must be construed together to constitute one instrument.

**X) Applicable Law and Execution**

- i) This Agreement shall be governed by and construed in accordance with the laws of the State of California and shall not be binding until signed on behalf of each of the parties hereto.

**Y) Entire agreement**

- i) This agreement, which includes pages 1 through 9 and all appendices attached hereto and made a part hereof, constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes any and all other agreements, understandings, statements or representations, either oral or in writing. No variation or modification of this agreement and no waiver of its provisions shall be valid unless made in writing and signed by the duly authorized agents of HDFM and of VVC. It is understood that HDFM'S on-site manager is deemed to be a duly authorized agent of HDFM.

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

**Victor Valley Community  
College District  
Victorville, California 92395**

**HDFM Foods  
P.O. Box 3585, Apple Valley,  
California 92307**

\_\_\_\_\_  
**Authorized Signature**

\_\_\_\_\_  
**Authorized Signature**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Title**

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

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

ADMINISTRATIVE SERVICES

FEBRUARY 14, 2006

TOPIC: AGREEMENT – DAVE VAN FLEET

TO THE SUPERINTENDENT/PRESIDENT:

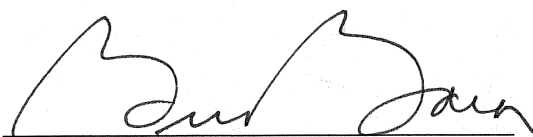
The district wishes to enter into an agreement with Dave Van Fleet (at an hourly rate of \$65.00 per hour) to provide Class I Department of State Architects (DSA) inspection services for the upcoming construction of the Advanced Technology Building and the Speech/Drama Addition Project as needed for the 2006-2007 and 2007-2008 fiscal years.

Fiscal Impact: The total Fiscal Impact is projected to be \$325,000.00 for the two year period. (This project is State funded and will be 100% reimbursable to the district through Capital Outlay Fund 71.)

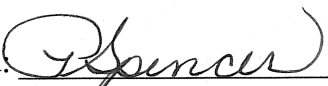
RECOMMENDATION:

It is recommended the Board of Trustees approve the agreement with Dave Van Fleet as submitted.

REFERENCE FOR AGENDA: YES

Signed:   
Vice President, Administrative Services

TRANSMITTED TO THE BOARD WITH A FAVORABLE RECOMMENDATION:

Signed:   
Superintendent/President

ACTION TAKEN BY THE BOARD:

MOTION \_\_\_\_\_

SECOND \_\_\_\_\_

Ayes \_\_\_\_ Noes \_\_\_\_

INFORMATION ONLY \_\_\_\_\_

# AGREEMENT FOR CONSTRUCTION INSPECTION SERVICES

This Agreement for Construction Inspection Services ("Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_ 2006 by and between **Victor Valley College District ("District")** and **Dave Van Fleet Inspections ("Consultant")**. The District and Consultant are collectively referred to herein as the "Parties".

*WHEREAS*, the District intends to award various contracts for State & Locally funded capital construction projects. (The "Projects") for the District.

*WHEREAS*, pursuant to applicable laws and regulations, including without limitation Education Code §17311 and Title 24, California Code of Regulations ("CCR"), during construction of the Projects, the District must provide for competent, adequate and continuous inspection by an Inspector of Record (Project Inspector") satisfactory to the Project Architect and the California Department of General Services (Division of the State Architect/DSA).

*WHEREAS*, Consultant is duly qualified and capable of providing and performing the Project Inspectors services during construction of the Projects as required by applicable law or regulation.

*NOW THEREFORE*, in consideration of the mutual covenants set forth in this Agreement and for good and valuable consideration, the receipt and adequacy of which is acknowledged by the Parties, it is agreed:

## 1. BASIC SERVICES

- 1.1 Inspection Services. Consultant shall provide or perform all Project Inspector services during Project construction required by applicable law or regulation. Consultant and the individual it designates as the Inspector to provide Project Inspector services hereunder shall have the authority and responsibilities of an Project Inspector as set forth in the Education Code and the CCR. Except as otherwise expressly provided in this Agreement, Consultant shall provide all personnel and materials, tools or equipment necessary or required to provide or perform the continuous inspection required by law or regulation. Included in the scope of Basic Services is coordinating for special tests/inspections required by applicable law or regulation in connection with portions of the Projects such as steel fabrication, welding and concrete mix. The specific tasks to be performed by Consultant in performing Basic Services are set forth in attachment "A".
- 1.2 Designation of Inspector. Consultant designates Dave Van Fleet (Class 1, Project Inspector) as the Inspector who will provide and perform Project Inspector Services during construction of the Projects. The District shall provide all necessary assistants to the Inspector as required or necessary by the condition or status of construction of the Projects and as required or necessary to comply with applicable law or regulation.

- 1.3 **Inspector Qualifications.** Consultant warrants and represents to the District that Dave Van Fleet and any additional or assistant Inspector(s) are duly qualified and certified under applicable law to provide and perform the Project Inspector services required by law or regulation. Consultant further warrants and represents to the District that any additional or assistant Inspector(s) or any Inspector designated by Consultant for the Projects in lieu of or in addition to Dave Van Fleet shall be duly qualified and certified to provide and perform Project Inspector services required by law or regulation.
- 1.4 **District Approval.** Consultant shall not replace Dave Van Fleet as the Inspector without the prior approval of the District. If the District consents to replacement of Dave Van Fleet as the Inspector, the individual proposed by Consultant as the replacement Inspector shall be subject to the District's approval.
- 1.5 **Consultant Responsibilities.** Consultant shall provide and perform Project Inspector services under this Agreement in conjunction with the services, work or other items provided to or in connection with construction of the Projects under the contract(s) between the District and the Contractor(s), the contract between the District and the Project Architect and the contract between the District and the Project Manager. Consultant shall provide and perform services under this Agreement fully, timely and in such a manner so that construction progress is not delayed, hindered or otherwise detrimentally impacted. Consultant shall comply with procedures, processes and other mechanisms implemented by the District in connection with Project construction or administration of the contract(s) with the Contractor.

2. **CONTRACT DURATION.** Consultant shall provide Project Inspector services through the completion of construction of the Projects as listed. (Advanced technology Building, Speech Drama Addition)

3. **CONSULTANT FEES; CONTRACT PRICE**

- 3.1 **Contract Price:** The Contract Price of this Agreement is based on the hourly billing rates set forth in attachment "B". It includes fees for personnel expenses, including all benefits and burdens, insurance and all other overhead or general administrative costs associated with or arising out of the performance of obligations under this Agreement.
- 3.2 **Estimated Hours of Inspection:** The following estimated hours of inspection are based on the current construction schedules.
- Advanced Technology Building. 3,000 Hrs
  - Speech Drama Addition. 2,000 Hrs
- 3.3 **Adjustment of Contract Price.** The Contract Price shall not be subject to adjustment unless: (a) the actual number of Inspection Hours exceeds the Estimated Inspection Hours and excess Inspection Hours do not result from any fault or neglect of Consultant; (b) Project Inspector services are performed or provided in any one day by the Inspector or any Assistant Inspector for more than eight (8) hours without fault or neglect of Consultant; (c) Project Inspector services are provided on a Sunday or a District recognized holiday without fault or neglect of Consultant. If the Contract Price is subject to adjustment pursuant to (a) above, Inspection Hours exceeding the Estimated Hours will be compensated at the rates set forth in Exhibit "B".



- 3.4 Consultant Billings to District. During the course of providing Basic Services, Consultant shall submit monthly billing statements to the District for the payment of the full time (8 hours per day) Basic Services performed in the immediately prior month. Consultant billing statements shall be in such form and format as may be required by the District and shall include an itemization of the Inspection Hours incurred, identified of the individual(s) performing Project Inspector services and a general description of the services provided for the Inspection Hours incurred.
- 3.5 District Payments of Contract Price. Within thirty (30) days of the date of the District's receipt of a billing statement submitted in accordance with this Agreement, the District will make payment to Consultant of undisputed amounts of the Contract Price due for Basic Services. No deductions will be made or withheld from payments due Consultant hereunder on account of any penalty, assessment or liquidated damages withheld by the District from the Contractor(s). The District may, however, withhold or deduct portions of the Contract Price otherwise due Consultant if Consultant fails to timely or completely perform material obligations to be performed on its part under this Agreement, with the amounts withheld or deducted being released after Consultant has fully cured such failure of performance, less costs, damages or losses sustained by this District as a result of Consultant's failure to perform a material obligation hereunder.

#### **4. INDEMNITY; INSURANCE**

- 4.1 Consultant Indemnification of District. Consultant shall indemnify, defend and hold harmless the District and its employees, officers, Board of Education, agents and representatives from and against any and all claims, demands, losses, responsibilities or liabilities, including attorneys fees and costs for: (i) injury or death of any person arising out of Consultant's performance under this Agreement; (ii) damage to property, and (iii) other costs or charges directly or indirectly arising out of or attributable, in whole or in part, to the negligent or willful acts, omissions or other conduct of Consultant or its employees, agents or representatives in the performance of obligations or services under this Agreement.
- 4.2 District Indemnity of Consultant. The District shall indemnify and hold harmless Consultant from all claims arising out of bodily injury (including death) and physical damage which solely arise out of negligent or willful acts, omissions or other conduct of the District or its employees, agents or representatives.
- 4.3 Workers Compensation and Employers Liability Insurance. Consultant shall purchase and maintain Workers' Compensation Insurance covering claims under workers' or workmen's compensation, disability benefit and other similar employee benefit acts may be liable. Consultant shall purchase and maintain Employer's Liability Insurance covering bodily injury (including death) by accident or disease to any employee which arises out of the employee's employment by Consultant. The Employer's Liability Insurance required of Consultant hereunder may be obtained by Consultant as a separate policy of insurance or as an additional coverage under the Workers' Compensation Insurance required to be obtained and maintained by Consultant hereunder.
- 4.4 Commercial General Liability and Property Insurance. Consultant shall purchase and maintain Commercial General Liability and Property Insurance as will protect Consultant from the types of claims set forth below which may arise out of or result from Consultant's services under this Agreement and for which Consultant may be legally responsible: (i)

claims for damages because of bodily injury, occupational sickness or disease or death of Consultant's employees; (ii) claims for damages because of bodily injury, sickness or disease or death of any person other than Consultant's employees; (iii) claims for damages insured by usual personal injury liability coverage which are sustained (a) by a person as a result of an offense directly or indirectly related to employment of such person by Consultant, or (b) by another person; (iv) claims for damages, other than to the Project itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; (v) claims for damages because of bodily injury, death of a person or property damages arising out of ownership, maintenance or use of a motor vehicle; and (vi) contractual liability insurance applicable to Consultant's obligations under this Agreement. District shall be an additional named insured to Consultant's commercial general liability insurance policy.

- 4.5 **Coverage Amounts.** Insurance to be procured and maintained by Consultant shall be in the following minimum coverage amounts and reimbursable by the District as outlined in Attachment B.

Workers Compensation	In accordance with applicable law
Employers Liability	\$1,000,000
<b>Commercial General Liability - Bodily Injury or Death</b>	
Per Occurrence	\$1,000,000
Aggregate	\$2,000,000
<b>Property Damage</b>	
Per Occurrence	\$1,000,000
Aggregate	\$2,000,000
<b>Automobile Liability - Bodily Injury or Death</b>	
Per Occurrence	\$1,000,000
Aggregate	\$2,000,000

- 4.6 **Insurance Certificates.** Prior to performing services under this Agreement, Consultant shall deliver Certificates of Insurance to the District which evidences each of the policies of insurance in the minimum coverage amounts required hereunder. All insurance required hereunder shall include, by endorsement or otherwise, provisions by which the policy of insurance will not be materially amended or allowed to elapse without at least thirty (30) days prior written notice to the District of such amendment or lapse.

## 5. TERMINATION; SUSPENSION

- 5.1 **Termination for Default.** Either the District or Consultant may terminate this Agreement upon ten (10) days advance written notice to the other if the other party is in default in performance of a material obligation hereunder and such default is not caused by the party initiating the termination. Such termination shall be effective the tenth (10<sup>th</sup>) day following the date of the written termination notice. In addition to the District's right to terminate this Agreement for Consultant's default, the District may terminate this Agreement if: (i) Consultant becomes bankrupt or insolvent, including the filing of a general assignment for the benefit of creditors; or (ii) if Consultant disregards applicable laws, codes, ordinances, rules or regulations applicable to this Agreement or the services and obligations to be performed by Consultant under this Agreement. If the District exercises the right of

termination hereunder, the amount due Consultant shall be that portion of the Contract Price due for Basic Services actually provided as of the effective date of termination, reduced by damages, losses, costs or other expenses incurred or sustained by the District as a result of Consultant's default.

- 5.2 District Termination for Convenience. The District may, at any time, upon thirty (30) days advance written notice to Consultant, terminate this Agreement for the District's convenience. If the District elects to terminate this Agreement for the District's convenience, within thirty (30) days following the effective date of such termination for convenience, the District will make payment to Consultant for Basic Services actually provided prior to the effective date of the termination for convenience.
- 5.3 District Suspension. The District may direct suspension of Project construction and suspension of Consultant's services hereunder. If the period of any suspension of services under this Agreement does not exceed thirty (30) consecutive days, there shall be no adjustment of the Contract Price for any suspension directed by the District. If the period of any suspension of services under this Agreement is more than thirty (30) consecutive days, the Contract Price shall be subject to adjustment to reflect the additional actual costs directly resulting from suspension of more than thirty (30) consecutive days. The foregoing notwithstanding, the Contract Price shall not be subject to adjustment if the District's directive to suspend Project construction or Consultant's performance of services hereunder results in whole or in part from the acts, omissions or other conduct of Consultant.
- 5.4 Architect/Department of General Services (DSA) Approval. If either the Project Architect or the Department of General Services (DSA) shall not approve of Consultant to provide Project Inspector Services for Project construction, this Agreement shall be deemed terminated without further rights or obligations of the District or Consultant hereunder. Unless the District shall have directed Consultant's performance prior to the Project Architect and the Department of General Services (DSA) approval of Consultant, no part of the Contract Price shall be due Consultant if Consultant is not approved to provide Project Inspector Services by the Project Architect or the Department of General Services (DSA).
- 5.5 Mutual Consent. This agreement may be terminated by mutual written consent of the parties.

## 6. MISCELLANEOUS

- 6.1 Governing Law; Interpretation. This Agreement shall be governed and interpreted in accordance with the laws of the State of California in accordance with its fair meaning and not strictly for or against the District or Consultant.
- 6.2 Successors; Non-Assignability. This Agreement and all terms hereof are binding upon and inure to the benefit of the respective successors of Consultant and the District. Neither Consultant nor District shall assign rights or obligations hereunder without the prior consent of the other, which consent may be withheld or granted in sole discretion of the Party requested to grant such consent.
- 6.3 Authority. The individual(s) executing this Agreement on behalf of the District and Consultant warrant and represent that she/he is authorized to execute this Agreement and bind the District and Consultant to all terms hereof.
- 6.4 Notices. Notices which Consultant or the District are required or desire to serve on the other shall be valid only if addressed to the other as set forth in the Agreement or modified

by notice hereunder from time to time. Notices shall be effective only if by personal delivery requiring signature acknowledging receipt or by United States Mail, Certified, Return Receipt Requested, First Class, postage fully pre-paid. Notices under this Agreement shall be addressed and delivered as follows:

**If to District:**

Mr. Bruce Baron  
Victor Valley College District  
18422 Bear Valley Rd  
Victorville Ca. 92392  
Phone: (760) 245 4271  
Fax: (760) 245 9744

**If to Consultant:**

Dave Van Fleet  
Dave Van Fleet Inspections  
12415 Quanah court  
Victorville Ca. 92395  
Phone: (760) 900 8462  
phone: (760) 241 8597

- 6.5 Consultant Independent Contractor Status. In providing services under this Agreement, Consultant shall be an independent contractor to the District.
- 6.6 Cumulative Rights; No Waiver. Duties and obligations imposed by this Agreement and rights and obligations hereunder are in addition to and not in lieu of any imposed by or available at law or in equity. No action or failure to act by District shall be deemed a waiver of any right or remedy afforded hereunder or acquiesce or approval of any subsequent breach or default by the other.
- 6.7 Disputes. Notwithstanding any disputes, claims or other disagreements between Consultant and the District, Consultant shall continue to provide and perform services hereunder pending a subsequent resolution of such disputes
- 6.8 Severability. If any provision of this Agreement is deemed illegal, invalid unenforceable or void by any court of competent jurisdiction, such provision shall be deemed stricken and deleted herefrom, but all remaining provisions will remain and continue in full force and effect.
- 6.9 Time. Time is of the essence to this Agreement. The time for performance of any obligation hereunder by either Party shall be extended only if performance of the obligation is delayed or prevented by the conduct of the other Party, acts of God, labor disturbances or other events not reasonably foreseeable and outside of the control of the Parties.
- 6.10 Entire Agreement. This Agreement constitutes the entire agreement and understanding between the District and Consultant concerning the subject matter hereof, replacing and superseding all prior agreements or negotiations, whether written or oral. No term or condition of this Agreement shall be modified or amended except by writing mutually executed by individuals authorized to do so on behalf of Consultant and the District.

**IN WITNESS WHEREOF**, the District and Consultant have executed this Agreement as of the date set forth above.

**“District”**

Victor Valley College DISTRICT,  
A California School District

**“Consultant”**

Dave Van Fleet Inspections.

By \_\_\_\_\_

By \_\_\_\_\_

## **Attachment "A"**

### **SCOPE OF INSPECTOR'S BASIC SERVICES:**

The Project Inspector's services shall include, but not be limited to the following tasks:

- A.** Provide resident inspection services to ensure compliance with code, plans, specifications and quality assurance required of an educational facility. Issue correction notices, as necessary, and notify the District and Construction Manager, in writing, if observed work does not conform to contract document.
- B.** Inspect and verify that Contractor's As-Built record documents are updated monthly prior to processing of Contractor's monthly payment request.

- C. Maintain liaison with the A/E, Construction Manager, Testing Lab, District and other regulatory agencies and governing bodies as necessary to maintain project continuity.
- D. Submit or make available on a timely basis, an inspection report to the Construction Manager, including the following information:
  - 1. Activities performed by the Contractors, and areas where work is performed.
  - 2. Manpower assigned to each Contractor and Subcontractor.
  - 3. Weather conditions.
  - 4. Observed equipment and materials delivered to the site.
  - 5. Construction equipment and vehicles utilized.
  - 6. Nature and location of the work being performed (starting and completion dates for various portions of the work).
  - 7. Verbal instruction.
  - 8. Inspection by representative of regulatory agency.
  - 9. Note observed occurrences or conditions that might affect Contract Sum or Contract Time.
  - 10. List visitors to the site, titles, and reason for visit.
  - 11. Record any work or material in place that does not correspond with codes, the drawings or specifications, as well as resulting action taken. List any other problems or abnormal occurrences that arise during each day, including notations of any particular lack of activity on the part of the Contractor. Note corrective actions taken.
- E. Project Inspector shall comply with all federal, state, county and local governmental requirements.
- F. Review and monitor Contractor's construction methods and procedures during all construction activities, including earthwork, concrete placement, masonry erection, welding procedures, all finishes, electrical, mechanical, fire alarm, etc. The Consultant or their representatives shall not issue instructions or directions regarding methods or means of job performance to the Contractor or in any way assume responsibility for the work performed.
- G. Attend all meetings as requested in contract documents and requested by District, i.e., billing meetings, specification review meetings, coordination meetings, pre-construction meetings, weekly progress meetings, pre-roofing meetings, etc.
- H. Assist the Construction Manager and District in scheduling all required tests, and testing laboratory visitations required by the Contract documents. Observe and record dates and times of all test procedures.
- I. Inspect, verify and document Contractor's delivered equipment and materials to insure that they meet submittal and specification requirements. Such inspection **must** occur within 24 hours (one working day) of Contractor's notification to the Inspector of delivery of equipment or materials to the job site. The Contractor is

responsible for providing identifying paperwork and documentation for all delivered materials and equipment supplied to the job.

- J. Submit to the Construction Manager, in a timely manner, a detailed report or request for a clarification whenever any corrective change is necessary in the field for construction that will result in a variance from the drawings or specifications as originally issued. This will not be in lieu of the Contractor's RFI.
- K. Review, approve and sign the Contractor's Payment Requests at billing meetings.
- L. When the Contractor's work or a designated portion thereof is substantially complete, prepare for the District a list of incomplete or unsatisfactory items via a "punch list" and submit to the Construction Manager.
- M. Assist the District in the review of Contractor's Submittals, upon request.
- N. Upon completion of project, deliver all inspection records and project correspondence to the District.
- O. Prior to commencement of work, Project Inspector will cooperate with the District and Construction Manager to develop an inspection plan for the construction on and of the Schools.
- P. Submit periodic verified reports to the Architect and Division of the State Architect in compliance with State law, which reports shall be based upon actual personal knowledge obtained through personal continuous inspection of the construction work in all stages of its progress at the site. Provide copies of verified reports to the Construction Manager.
- Q. Complete and submit the final verified reports to the Architect and Division of the State Architect in compliance with State law upon the Contractor's completion of the project. Provide copies of final verified reports to the Construction Manager.

## **OTHER REQUIREMENTS:**

### **Facilities and Equipment:**

- I. The District will provide:
  - 1. A new or like new on-site separate, secure uniquely lockable office or trailer of at least 8' x 14' minimum dimension for the Project Inspector at each job site.
  - 2. The office shall be weather tight with adequate and fully operational heating and air conditioning.
  - 3. The office shall have security windows and doors and adequate lighting.
  - 4. Each office shall be furnished with:
    - a. 1 double pedestal desk and 1 rolling desk chair and 2 padded folding chairs.
    - b. A full size plan table.
    - c. A legal size 2 drawer filing cabinet.
    - d. 2 telephone lines, one with call waiting.

- e. A bookcase minimum 5' x 5' x 12" deep with 12" high shelves.
- f. The District shall supply, or reimburse for as expenses, a fully stocked first aid kit and a fire extinguisher.

**II The Consultant will provide:**

- a. A functional computer system and printer.
- b. A programmable fax machine
- c. A telephone and telephone answering machine
- d. Reasonable office supplies

End of Attachment "A"

**Attachment "B" – FEE SCHEDULE**

Full-Time Inspector of Record services will be billed monthly based on 8 hour days, per the following rate \*:

Fees for Class 1 Inspector of Record	<u>\$ 65.00 per hour</u>
Fees for Assistant Inspector of Record	\$ 00.00 per hour



Fees for Class 3 Inspector of Record (if required) \$00.00 per hour

**Any Overtime including work on Sundays and National Holidays requires authorization by the district's construction manager.**

\* Work on Sundays, National Holidays and excessive overtime will be billed accordingly at time and a half. Work day is 8 continuous hours between 5 AM to 11 PM.

\* Reimbursements for Bonding and Insurances will be paid by the District to the Project Inspector within 30 days of submittal and proof of required Bonding and insurance.

End of attachment "B"

ADMINISTRATIVE SERVICES

FEBRUARY 14, 2006

TOPIC: AGREEMENT – KOURY ENGINEERING

TO THE SUPERINTENDENT/PRESIDENT:

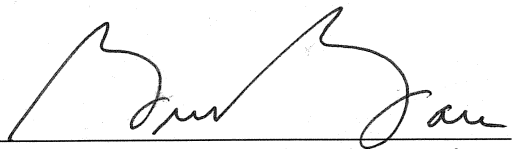
The district wishes to enter into a three (3) year agreement with Koury Engineering for laboratory and on-site testing services during the construction of the Advanced Technology Building and the Speech/Drama Addition, as required by law for construction of State facilities. Total Fiscal Impact will be based on actual number of tests necessary as determined by the inspector to complete the projects. The benefit of a three (3) year agreement is to lock in the hourly rates for testing and inspection.

Fiscal impact: Not to Exceed \$221,450.00 (to be reimbursed by the Chancellor's Office through Fund 71)

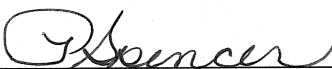
RECOMMENDATION:

It is recommended the Board of Trustees enter into the agreement with Koury Engineering for laboratory and on-site testing services as requested.

REFERENCE FOR AGENDA: YES

Signed:   
Vice President, Administrative Services

TRANSMITTED TO THE BOARD WITH A FAVORABLE RECOMMENDATION:

Signed:   
Superintendent/President

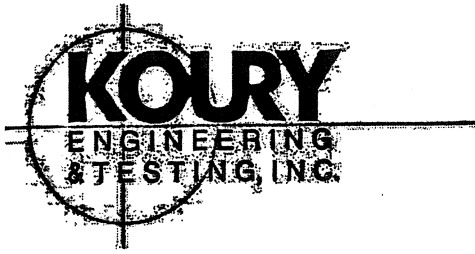
ACTION TAKEN BY THE BOARD:

MOTION \_\_\_\_\_

SECOND \_\_\_\_\_

Ayes \_\_\_\_ Noes \_\_\_\_

INFORMATION ONLY \_\_\_\_\_



December 7, 2005

Victor Valley Community College  
Mr. Steve Garcia  
18422 Bear Valley Road  
Victorville, CA 92392

Subject: GEOTECHNICAL MONITORING & MATERIAL TESTING  
CONSTRUCTION INSPECTION & MATERIAL TESTING  
Koury Proposal No. 05-M730 and 05-S730  
Victor Valley Community College District– Campus 3-year Master Plan Contract  
Victorville, CA

Koury Engineering & Testing submits this proposal for the above referenced Master Plan Contract. Our proposal is based on the Koury Master Fee Schedule.

We are fully prepared and committed to respond to the needs of all campus projects as well as the schedule for completion. Koury has two full-service geotechnical and materials testing laboratories located in Gardena and Ontario licensed by the Division of the State Architect (DSA), City of Los Angeles, Cal-Trans, MTA, ACE, AMRL, CCRL and AASHTO certified as approved testing agencies.

### SCOPE OF SERVICES

Our general scope of services will include geotechnical investigations, geotechnical monitoring construction inspection and materials testing services in accordance with the project plans and specifications, the Division of State Architect Building Code, and applicable UBC and ASTM standard test methods.

All field-testing will be performed in accordance with project documents, as directed by our client, project architect, project structural engineer, and Division of State Architect. Our specific scope will include, but not necessarily be limited to the following:

#### General:

- Attend meetings and provide additional consultation and engineering as requested or required.

#### Material:

- Periodic inspections during placement of reinforcing steel.
- Continuous inspection during placement of structural concrete.

**Corporate Office**  
17800 S. Main Street, Suite 303, Gardena, CA 90248-3553  
Office: (310) 851-8685 Fax: (310) 851-8692

**Ontario Branch Office**  
1236 W. Brooks Street, Ontario, CA 91762  
Office: (909) 467-0104 Fax: (909) 460-7409

[www.kouryengineering.com](http://www.kouryengineering.com)

**Victor Valley Community College District – Campus 3-Year Master Plan Contract  
Koury Proposal No. 05-M730 & 05-S730**

**December 7, 2005**

**Page 2**

- **Continuous inspection of CMU construction.**
- **Continuous inspection during welding of reinforcing and structural steel in the field.**
- **Continuous inspection during welding of structural steel in fabrication shop.**
- **Ultrasonic testing (UT) in accordance with Section 6 of the AWS D1.1 code of all full penetration welds, as required in the field and fabrication shop.**
- **Sampling and testing of Portland cement products including concrete and grout.**
- **Sampling and testing masonry block unit compression and moisture.**
- **Sampling and testing of reinforcing steel bend and tensile.**
- **Sampling and testing of high strength bolts for hardness & tensile.**
- **Concrete & Grout Mix Design Review.**

**Geotechnical:**

**Our scope of geotechnical services will include, but not necessarily be limited to the following:**

- **Review of available plans, reports and specifications.**
- **Attend meeting(s) (pre-grading/construction, and agency contact) and provide additional consultation and other engineering services as requested or required.**
- **Document the removal and recompaction areas, and depths of undocumented or disturbed fill or compressive native soils.**
- **Observations and recommendations during removal of existing vegetation, utilities, pavement sections (if any), and any other buried structures, as applicable.**
- **Observation and testing of all foundation bearing surfaces (e.g. over excavation and bottom of footing excavations), including footing bottoms for building and retaining wall footings, pedestrian bridge, signs, light poles, pavement areas, etc., as applicable.**
- **Observation and testing of compacted fill/backfill materials. Test methods will include the Sand Cone (ASTM D 1556), and/or the Nuclear gauge (ASTM D 2922).**
- **Observation and testing of subgrades to receive base, and Asphalt Concrete (AC) and Portland Cement Concrete (PCC) pavement sections.**

**Victor Valley Community College District – Campus 3-Year Master Plan Contract  
Koury Proposal No. 05-M730 & 05-S730**

**December 7, 2005**

**Page 3**

- **Geotechnical laboratory testing to evaluate physical, chemical and engineering properties of on-site and fill materials.**
- **Preparation of a final fill compaction report documenting our observations and test results obtained during grading in accordance with the Uniform Building Code (UBC), and project requirements and specifications.**

**The actual extent of our services will also dependent upon factors currently unknown and beyond our control, such as:**

- **Contractor's Schedule,**
- **Contractor's and Subcontractor's efficiency and sequencing of events,**
- **Unexpected subsurface conditions,**
- **Amount of services and requirements set forth by jurisdictional agency(s), and/or**
- **Weather and other delays.**

**The estimates provided herein are initial and intended to be budgetary in nature. Fees will be on a Time & Materials basis. The actual fees/cost may vary owing to the above described factors.**

**Supervision and coordination of field and laboratory services will be performed by our construction services supervision staff, along with our clerical staff to assist in maintaining a high level of quality assurance and for preparation of reports presenting test results and observations. Engineering consultation as needed and requested will be available.**

**The quantity of testing and monitoring is difficult to determine in advance and will be a function of the contractor(s) and subcontractor(s) efficiency, requirements of the building official, weather conditions during construction and other unforeseen conditions beyond our control. We will not exceed the budgeted amount without prior notification and approval.**

**At no time will any of our employees directly supervise the activities of the contractor or subcontractors.**

### **ESTIMATED FEES**

**We propose to provide geotechnical monitoring and construction inspection and material testing services on a time-and-materials basis in accordance with the attached Master Schedule Rate of Fees and terms & conditions. Koury will utilize multi-licensed inspectors, whenever possible, to reduce inspection costs. A specific estimated budget can be provided for each project once project documents and construction schedule are available.**

Victor Valley Community College District – Campus 3-Year Master Plan Contract  
Koury Proposal No. 05-M730 & 05-S730

December 7, 2005  
Page 4

### SCHEDULING

Our services will be performed at the request of your authorized field representative, who will be responsible for coordinating our services within the construction schedule. We request at least one-day advance notice prior to the time of our services, to meet the project needs. However, we will make every attempt to provide personnel for last minute requests, providing the personnel are available. Attached is our Koury Contact Listing, which provides you with our dispatch office hours, specific information required, and telephone numbers. Please provide this listing to you authorized field representative.

### CLOSURE

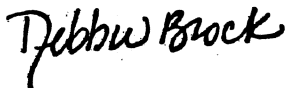
Our services will be performed in accordance with generally accepted professional engineering principals and practices. We make no other warranties, either express or implied. We carry General and Professional Liability Insurance, Worker's Compensation Insurance, and Auto, as required by law. A sample certificate can be provided at your request.

To provide authorization to proceed, please sign the attached Authorization Agreement. Then, forward an entire copy of this proposal with an original signature to our office prior to our first visit to the site.

Please do not hesitate to contact our office if you should have any questions or require additional information.

Regards,

Koury Engineering & Testing, Inc.



Debbie Brock  
Senior Project Manager  
[DebbieM@KouryEngineering.com](mailto:DebbieM@KouryEngineering.com)  
[www.KouryEngineering.com](http://www.KouryEngineering.com)

Encl: Master Schedule Rate of Fees  
Terms & Conditions

**KOURY ENGINEERING & TESTING, INC.**  
**MASTER SCHEDULE OF FEES**  
**Victor Valley Community College**  
**Contract Agreement for 3-Year Campus Master Plan**  
**Koury Proposal No. 05-M730 & 05-S730**

**CONSTRUCTION SERVICES**

Materials – Prevailing Wage Rates

Special Inspector - Concrete Batch Plant .....	\$	67.00	Per Hour
Special Inspector - Concrete .....	\$	67.00	Per Hour
Inspector- Shotcrete .....	\$	67.00	Per Hour
Inspector – Post Tension Concrete .....	\$	67.00	Per Hour
Inspector – Pre-stressed Concrete (Pile Fabrication Shop) .....	\$	67.00	Per Hour
Inspector – Masonry .....	\$	67.00	Per Hour
Special Inspector – Structural Steel & Welding .....	\$	67.00	Per Hour
Special Inspector – Structural Steel Fabrication Shop .....	\$	67.00	Per Hour
Special Inspector - Schmidt Hammer and/or Bolt Torque .....	\$	67.00	Per Hour
Special Inspector – Fireproofing .....	\$	67.00	Per Hour
Ultrasonic, Dye Penetrant, or Magnetic Particle Inspection .....	\$	80.00	Per Hour
Technician – Pachometer (Includes equipment) .....	\$	65.00	Per Hour
Pull-Out Test on Splay Wires, Embedded Bolts / Anchors and Dowels (1 man & includes equipment) .....	\$	85.00	Per Hour
Pull-Out Test on Splay Wires, Embedded Bolts / Anchors and Dowels (2 man & includes equipment) .....	\$	110.00	Per Hour
Concrete or Masonry Coring (1 man & includes equipment) .....	\$	85.00	Per Hour
Concrete or Masonry Coring (2 man & includes equipment) .....	\$	125.00	Per Hour
Floor Flatness (rate based upon square footage of slab-on-grade) .....	\$		Quote
Equipment - Torque Wrench and Skidmore Bolt Tension Indicator .....	\$	65.00	Per Day
Equipment - Torque Wrench or Skidmore Bolt Tension Indicator .....	\$	55.00	Per Day

Geotechnical Monitoring – Prevailing Wage Rates

Inspector Grading .....	\$	70.00	Per Hour
Technician - Soils .....	\$	70.00	Per Hour
Technician - Asphalt .....	\$	70.00	Per Hour
Technician - Driven Piers .....	\$	70.00	Per Hour
Technician - Pile Inspection .....	\$	70.00	Per Hour
Asphalt Coring (1 man & includes equipment) .....	\$	85.00	Per Hour
Asphalt Coring (2 man & includes equipment) .....	\$	125.00	Per Hour

**CONCRETE MATERIAL TESTING**

<b>A.S.T.M.</b>			
C192	Review of Existing Mix Design .....	\$	100.00 Each
C39	Concrete Cylinders (6" x 12") .....	\$	21.00 Each
C495	Lightweight Fill Concrete (3" x 6") .....	\$	25.00 Each
C780	Mortar Cylinders (2" x 4") .....	\$	21.00 Each
C109	Mortar Cubes (2" x 2") .....	\$	21.00 Each
C39	Grout Prisms (3" x 6") .....	\$	21.00 Each
C42	Concrete Cores, 6" Max. Diameter, Includes Core Trim .....	\$	45.00 Each
C42	Shotcrete Cores, 6" Max. Diameter, Including Core Trim .....	\$	45.00 Each
C42	Gunite Cores, 6" Max. Diameter, Including Core Trim .....	\$	45.00 Each
	Grout Shrinkage (3 Bars – Four Readings, Up to 90 Days) .....	\$	225.00 Set
C567	Unit Weight of Hardened Light Weight Concrete .....	\$	35.00 Each
C684	Rapid Cure Concrete Cylinders (Boil Method) .....	\$	40.00 Each
C157	Drying Shrinkage (3 Bars – Four Readings, Up To 90 Days) .....	\$	250.00 Set
C495	Lightweight Fill Concrete Density .....	\$	35.00 Each
C138	Unit Weight of Hardened Hardrock .....	\$	30.00 Each

**MASONRY MATERIAL TESTING**

**BLOCK**

**A.S.T.M.**

C140	Compression $\leq 8" \times 8" \times 16"$ .....	\$	45.00 Each
C140	Compression $> 8" \times 8" \times 16"$ .....	\$	55.00 Each
C140	Moisture Content and Absorption .....	\$	50.00 Each
C140	Measurements .....	\$	30.00 Each
C426	Linear Shrinkage (CMA Method) .....	\$	80.00 Each
E447	Grouted Prisms Compression Test $\leq 8" \times 8" \times 16"$ .....	\$	110.00 Each
E447	Grouted Prisms Compression Test $> 8" \times 8" \times 16"$ .....	\$	135.00 Each
C42	Masonry Core – Compression .....	\$	55.00 Each
	Masonry Core – Shear .....	\$	75.00 Each

**BRICK**  
**A.S.T.M.**

C67	Compression .....	\$	40.00	Each
C67	Modulus of Rupture .....	\$	50.00	Each
C67	Absorption, Soak .....	\$	30.00	Each
C67	Absorption, Boil .....	\$	30.00	Each
C67	Absorption, Saturation Coefficient.....	\$	40.00	Each
C67	Initial Rate of Absorption .....	\$	40.00	Each
C67	Efflorescence.....	\$	55.00	Each
C67	Efflorescence with Mortar.....	\$	65.00	Each

**STEEL**  
**REINFORCING**  
**A.S.T.M.**

A615	Tensile No. 8 Bar and Smaller .....	\$	45.00	Each
A615	Tensile No. 9 To 14 Bar .....	\$	55.00	Each
A615	Bend Test No. 8 Bar and Smaller.....	\$	45.00	Each
A615	Bend Test No. 9 To 14 Bar.....	\$	55.00	Each
A615	Bend / Tensile Test No. 18.....	\$	90.00	Each

**STRUCTURAL STEEL**  
**A.S.T.M.**

A370	Bolt Tensile Test.....	\$	55.00	Each
A370	Bolt Proof Test.....	\$	45.00	Each
A370	Nut Proof Test .....	\$	45.00	Each
A370	Nelson Stud Tensile Test .....	\$	55.00	Each

**PRESTRESS**  
**A.S.T.M.**

A416	Pre-stress Cable (Yield / Tensile).....	\$	135.00	Each
A416	Pre-stress Wire (Yield / Tensile).....	\$	125.00	Each

**WELD PROCEDURE AND WELDER QUALIFICATIONS**

	Welding Procedure Specification Report .....	\$	150.00	Each
	Welding Procedure Qualification Report .....	\$	150.00	Each
	Welder Certification (AWS/CWI) .....	\$	68.00	Per Hour
	Weld Tensile Test.....	\$	55.00	Each
	Weld Bend Test.....	\$	55.00	Each
	Weld – Macro Etch .....	\$	75.00	Each

**FIREPROOFING**

UBC 43-8	Unit Weight.....	\$	45.00	Each
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**ROOFING**

UBC 32-12	Tiles (Breaking Strength / Absorption) .....	\$	60.00	Each
	Mineral Shake – Flexural.....	\$	40.00	Each
	Mineral Shake – Absorption .....	\$	30.00	Each
	Tagging, Material Id and Sampling Tiles .....	\$	68.00	Per Hour
	Final Affidavit Tile Material Report .....	\$	300.00	Each

**SOIL AND AGGREGATE**

**CLASSIFICATION & PHYSICAL CHARACTERISTICS**

**A.S.T.M.**

C138	Unit Weight.....	\$	80.00	Each
UBC 29-2	Expansion Index.....	\$	125.00	Each
C117	#200 Wash (Aggregate) .....	\$	75.00	Each
C136	Particle-Size Distribution ("Sieve" Analysis (< #4 Sieve, washed)).....	\$	75.00	Each
D1140	Particle-Size Distribution ("Sieve" Analysis (% passing #200 sieve)) .....	\$	85.00	Each
D1140	Particle-Size Distribution ("Sieve" Analysis (Combined: fine & coarse fractions)) .....	\$	80.00	Each
D422	Hydrometer.....	\$	180.00	Each
D422	Hydrometer with Particle-Size Distribution ("Sieve") Analysis.....	\$	185.00	Each
D4318	Liquid and Plastic Limit.....	\$	185.00	Each
D2419	Sand Equivalent Value of Soil and Fine Aggregate (Set of Three).....	\$	260.00	Set

**A.S.T.M.**

CAL TM 217	Sand Equivalent (Set of Three).....	\$	260.00	Set
C127	Specific Gravity and Absorption (Coarse Aggregate) .....	\$	70.00	Each
C128	Specific Gravity and Absorption (Fine Aggregate) .....	\$	80.00	Each
D854	Specific Gravity (Soil).....	\$	65.00	Each
D2216	Moisture Content.....	\$	10.00	Each



**Koury Master Fee Schedule**  
**Victory Valley Community College – Campus 3-Year Master Plan**  
**Koury Proposal No. 05-M730 & 05-S730**  
**December 7, 2005**

D3080 Direct Shear Remolded or Undisturbed (3 Points).....\$ 200.00 Each

**SUBGRADE SUPPORT QUALITY**

A.S.T.M.

CAL TM 301 R-Value (3 Points).....\$ 250.00 Each

**DENSITY CHARACTERISTICS**

A.S.T.M.

C127 Specific Gravity and Absorption (Coarse Aggregate) .....\$ 90.00 Each

C128 Specific Gravity and Absorption (Fine Aggregate) .....\$ 100.00 Each

D2216 Moisture Content .....\$ 25.00 Each

D3080 Direct Shear Undisturbed (3 Points).....\$ 200.00 Each

D3080 Direct Shear Remolded (3 Points).....\$ 300.00 Each

D1557-A,B Maximum Density.....\$ 135.00 Each

**CHEMICAL PROPERTIES**

CAL TMs

532/643 Resistivity .....\$ 75.00 Each

532/643 pH.....\$ 50.00 Each

417 Sulphate .....\$ 60.00 Each

422 Chloride .....\$ 60.00 Each

Corrosivity Series .....\$ 175.00 Each

**ASPHALT CONCRETE**

A.S.T.M.

C192 Review of Existing Mix Design .....\$ 100.00 Each

D136 Gradation of Extracted Sample .....\$ 70.00 Each

D1188 Unit Weight – Molded Specimen or Cores .....\$ 45.00 Each

D1559 Compacted Maximum Density – MARSHALL.....\$ 135.00 Each

D1559 Field Mix – Marshall – Stability Per Point.....\$ Quote

**MISCELLANEOUS**

Specimen Pick-Up with Testing (Exception: Pick-ups on weekend and holidays will be charged two (2) hours at the applicable rate.)

Concrete/Mortar Cylinders and Grout Prism .....\$ 0.00 Per Trip

Flexural Beam .....\$ 0.00 Per Trip

Masonry Prism up to 8" x 8" x 16" .....\$ 0.00 Per Trip

Masonry Prism, Larger than 8" x 8" x 16" .....\$ 0.00 Per Trip

Gunite and Shotcrete Test Panels .....\$ 0.00 Per Trip

Fireproofing Samples .....\$ 0.00 Per Trip

Compression Test Molds.....\$ 0.00 Per Trip

**PROFESSIONAL SERVICES**

Management & Reports

Senior Engineer .....\$ 150.00 Per Hour

Geologist.....\$ 110.00 Per Hour

Project Manager / Field Supervisor.....\$ 85.00 Per Hour

Word Processing.....\$ 45.00 Per Hour

Certified Payroll Process per Project Invoice.....\$ 75.00 Each

Final Materials Compliance Report.....\$ 500.00 Each

Final Compacted Fill Report.....\$ Quote Each

Final Grading Report.....\$ Quote Each





Main Office: 17800 S. Main Street Suite 303, Gardena, CA 90248-3553  
 Branch Office: 1236 West Brooks Street, Ontario, CA 91762-3608

## Project Information Sheet

**Project No.:** 05-S730 – Geotechnical Monitoring & Material Testing  
 05-M730 – Material Inspections & Material Testing  
**Project Name:** Victor Valley Community College – Campus Master Plan  
**Project Address:** Victor Valley Community College Campus, Victorville, CA

### How to Request An Inspection

To request an inspection, please call before 3:00 pm the day prior to the inspection requirement. This will insure we can provide an inspector on the day & time you requested. All dispatch requests must be made through the Gardena office only. Dispatch hours are 7:00 pm to 5:00 pm.

When calling for an inspection please have the following information available:

- Koury Engineering & Testing, Inc. Project No.
- Project name & address
- Project contact name and phone no.
- Type of inspection
- Inspection day and start time. Estimated duration (hours and/or days)
- If pour concrete, grout, mortar, etc... How many yards?, Pour for slab, footings, etc?
- Special instructions or req'd tools? Torque test - socket size?, Coring - diameter core?

## Koury Engineering & Testing, Inc. Contact Numbers

Contact	Phone Number
Corporate Office – Gardena Tel:	(310) 851-8685 - Tel
Corporate Office – Gardena Fax:	(310) 851-8692 – Fax
<b>Dispatch:</b>	
Randy Schleben	(310) 851-8685 ext 107
Steve Kapland	(310) 851-8685 ext 108
24-Hour Emergency Dispatch	(310) 713-4005 - Mobile
<b>Testing Laboratory:</b>	(310) 851-8685
Paulo Paredones	
<b>Field Operations Manager:</b>	(310) 851-8685 ext 106
Tucker Evans	(310) 713-5008 - Mobile
<b>QA/QC Manager:</b>	(310) 851-8685 ext 112
Chris Loera	(310) 713-1222 - Mobile
<b>Geotechnical Engineer:</b>	(310) 851-8685 ext 141
Andres Parr	(310) 780-5933 - Mobile
<b>Sr. Project Manager Contact:</b>	(310) 851-8685 ext 105
Debbie Brock	(310) 776-0104 - Mobile
<b>Accounts Receivable Contact:</b>	(310) 851-8685 ext 122
Jackie Harris	

ADMINISTRATIVE SERVICES

FEBRUARY 14, 2006

TOPIC: DONATIONS

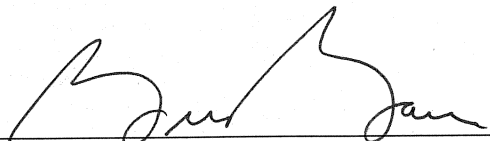
TO THE SUPERINTENDENT/PRESIDENT:

The Victor Valley College Foundation has made expenditures from cash donations to specific funds and scholarships as listed for the period December 1, 2005 through December 31, 2005, for Victor Valley College (\$15,728.46 in-kind cash donations, \$8,577.30 in scholarships) for a total donation amount of \$24,305.76.

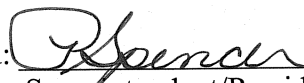
RECOMMENDATION:

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

REFERENCE FOR AGENDA: YES

Signed:   
Vice President, Administrative Services

TRANSMITTED TO THE BOARD WITH A FAVORABLE RECOMMENDATION:

Signed:   
Superintendent/President

ACTION TAKEN BY THE BOARD:

MOTION \_\_\_\_\_

SECOND \_\_\_\_\_

INFORMATION ONLY \_\_\_\_\_

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

**December, 2005**

<b>Project Description</b>	<b>Post Date</b>	<b>Trans. Amount</b>	<b>Account Description</b>	<b>Reference</b>
Agriculture (Mitsubishi Cement)	12/20/2005	\$1,077.50	Licenses and Fees	Credit Card Charges
Agriculture (Specialty Minerals)	12/20/2005	\$1,077.50	Licenses and Fees	Credit Card Charges
Agriculture (U.S. Borax Inc.)	12/20/2005	\$1,077.50	Licenses and Fees	Credit Card Charges
Agriculture-Other	12/13/2005	\$225.00	Scholarships	Michelle Morgan (From Agriculture-Hesperia Garden Club)
Agriculture-Other	12/13/2005	\$400.00	Consultants	Agriculture Honorarium for Vet
<b>Agriculture Total:</b>		<b>\$3,857.50</b>		
Bond Campaign	12/19/2005	\$350.19	Printing	Brochures for Bond Campaign
<b>Bond Campaign Total:</b>		<b>\$350.19</b>		
President's Fund	12/19/2005	\$92.10	Catering	Cabinet Meeting Breakfast 12/13/05
President's Fund	12/19/2005	\$187.49	Awards & Recognition	Celebration Around the World Gifts (reimb)
President's Fund	12/19/2005	\$21.20	Facilities & Decorations	Celebration Around the World (Spinning Wheel Rental)
President's Fund	12/19/2005	\$106.94	Awards & Recognition	Celebration Around the World (Plaques for Awards)
President's Fund	12/13/2005	\$150.00	Contributions & Donations	Artwork purchased for VVC from Fine Arts Exhibition
<b>President's Fund Total:</b>		<b>\$557.73</b>		
CNSA of VVC	12/13/2005	\$211.19	Equipment / Supplies	Reimb for Chevrons purchased for CNSA
CNSA of VVC	12/13/2005	\$107.75	Awards & Recognition	CNSA Awards
<b>CNSA of VVC Total:</b>		<b>\$318.94</b>		
Fall - Odd Nursing Class	12/13/2005	\$2,378.26	Printing	Nursing Yearbooks
<b>Fall - Odd Nursing Class Total:</b>		<b>\$2,378.26</b>		
HVAC	12/13/2005	\$498.05	Equipment / Supplies	Tools & Supplies for Spring HVA Classes
<b>HVAC Total:</b>		<b>\$498.05</b>		
Men's Soccer	12/20/2005	\$500.00	Outside Labor	Asst. Coaching for Men's Soccer
Women's Basketball	12/13/2005	\$331.60	Equipment / Supplies	Women's Basketball Team Shirts
<b>Athletics Total:</b>		<b>\$831.60</b>		
Paramedic Academy	12/13/2005	\$1,400.00	Catering	Paramedic Graduation
Paramedic Academy	12/13/2005	\$243.52	Awards & Recognition	Paramedic Awards
Paramedic Academy	12/13/2005	\$48.00	Meals	Paramedic pizzas
Paramedic Academy	12/13/2005	\$262.97	Meals	Reimb for food for License Testing
Paramedic Academy	12/13/2005	\$150.00	Consultants	Proctor for Testing
Paramedic Academy	12/13/2005	\$150.00	Consultants	Paramedic Proctor



ADMINISTRATIVE SERVICES

FEBRUARY 14, 2006

TOPIC: BUDGET CALENDAR

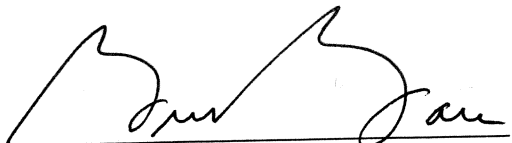
TO THE SUPERINTENDENT/PRESIDENT:

The district annually establishes a budget calendar, which lists timelines for the budget development process. This is published and made available to interested parties.

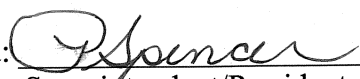
RECOMMENDATION:

It is recommended the Board of Trustees approve the proposed budget calendar for 2006-07 as listed.

REFERENCE FOR AGENDA: YES

Signed:   
Vice President, Administrative Services

TRANSMITTED TO THE BOARD WITH A FAVORABLE RECOMMENDATION:

Signed:   
Superintendent/President

ACTION TAKEN BY THE BOARD:

MOTION \_\_\_\_\_

SECOND \_\_\_\_\_

INFORMATION ONLY \_\_\_\_\_

<b>Tentative Budget is presented to the District Board of Trustees</b>	Board Action required	June, 2006
<b>College Assembly Information</b> <ul style="list-style-type: none"> <li>The budget priorities are submitted for information at a meeting of the College Assembly.</li> </ul>	College Assembly	June 2006
<b>Final Budget</b> <ul style="list-style-type: none"> <li>When the final State budget is released revisions, if necessary, are made to the 2006-2007 college budget in consultation with appropriate governing bodies.</li> </ul>	Various participants	June 2006
<b>Cabinet Approves Budget</b> <ul style="list-style-type: none"> <li>Final Budget approved by Cabinet</li> </ul>	Cabinet	July 2006
<b>Board of Trustees</b> <ul style="list-style-type: none"> <li>Approves final budget for 2006-2007</li> </ul>	Board of Trustees	September 2006
<b>Departments are Notified of new 2006-2007 budgets</b> <ul style="list-style-type: none"> <li>Final budget allocations are based on approval of Final Budget by the Board of Trustees.</li> <li>Ability to spend a portion of the allocations will be granted for fiscal year start-up. Full allocations may not be released until revenue targets are met and funding can be assured.</li> </ul>	Based on Final Budget	September/October 2006 (or later)



**Victor Valley College**  
**Annual Planning and Budget Augmentation Process**  
**2006-2007**

Process	Who Does It?	Timeline
<b>Governor's Executive Budget for 2006-2007</b> <ul style="list-style-type: none"> <li>Governor's Budget is released.</li> </ul>		January, 2006
<b>Budget Plans from Departments</b> <ul style="list-style-type: none"> <li>Departments submit prioritized budget requests with matching college goals to the area Vice President.</li> </ul>	Each department on campus	March, 2006
<b>Division Plans from Vice Presidents</b> <ul style="list-style-type: none"> <li>Each Vice President will assemble a Division Planning Team.</li> <li>The Academic Senate Budget Committee (expanded to include the Vice President for Administrative Services and the Instructional Deans) work together to develop the budget request for the Instructional Division.</li> <li>The division plans will include a prioritized budget augmentation list for the entire division. Each division plan will be forwarded to the Vice President for Administrative Services</li> <li>During this phase of the process meetings with department chairpersons and other managers will take place to review the historic budget and requested needs to establish the appropriate level of funding to meet department goals.</li> </ul>	Vice Presidents, Academic Senate Budget Committee, Director of HR, Public Information Officer	March – April, 2006
<b>Recommendations</b> <ul style="list-style-type: none"> <li>The Academic Senate will review the instructional budget request prioritization and make a recommendation to the Deputy Superintendent/Executive Vice President for Instruction who will either suggest revisions or bring to Cabinet for feedback/approval.</li> <li>BRIC will review the Student Services, Administrative Services and the President's departments and develop integrated resource allocation recommendations for those areas to the Cabinet.</li> </ul>	Academic Senate Budget Committee, Academic Senate, Vice Presidents, BRIC and Cabinet	April, 2006
<b>Governor's May Revise</b> <ul style="list-style-type: none"> <li>The Governor's May Revise is released and any implications of that budget are integrated into the budget recommendations.</li> </ul>	Vice President for Administrative Services working with Academic Senate Budget Committee, BRIC, and others	May 2006
<b>Budget and Planning Update is presented to the District Board of Trustees</b>	Board accepts this information	June, 2006
<b>Cabinet Review</b> <ul style="list-style-type: none"> <li>Cabinet reviews the recommended instructional budget requests from the Academic Senate (submitted by the Deputy Superintendent/ Executive Vice President for Instruction) and the recommendation from BRIC for the other areas provides appropriate feedback.</li> </ul>	BRIC and Cabinet	June 2006

ADMINISTRATIVE SERVICES

FEBRUARY 14, 2006

TOPIC: AGREEMENT – AFFILIATED COMPUTER SERVICES, INC.

TO THE SUPERINTENDENT/PRESIDENT:

The district desires to renew its agreement with Affiliated Computer Services (ACS) to fulfill the district's obligation to report student information to the Internal Revenue Services. Reporting includes:

- Payments received for qualified tuition and related expenses OR amounts billed for qualified tuition and related expenses;
- Amounts of any scholarships or grants received by a student during the calendar year;
- Prior year adjustments to amounts reported for scholarships or grants;
- Indication of whether qualified tuition and related expenses reported represent an academic period beginning with the first three months of the calendar year.

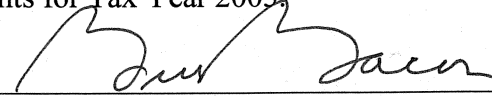
Tax Year 2002 was the last waiver year in which schools were exempt from reporting financial information on 1098-T forms. All colleges and universities were required to begin reporting financial information beginning with Tax Year 2003.

Fiscal Impact: Budgeted item from Fund 01, not to exceed \$20,000

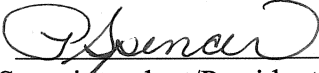
RECOMMENDATION:

It is recommended the Board of Trustees approve the renewal agreement with Affiliated Computer Services to provide 1098-T reporting requirements for Tax Year 2005.

REFERENCE FOR AGENDA: YES

Signed:   
Vice President, Administrative Services

TRANSMITTED TO THE BOARD WITH A FAVORABLE RECOMMENDATION:

Signed:   
Superintendent/President

ACTION TAKEN BY THE BOARD:

MOTION \_\_\_\_\_

SECOND \_\_\_\_\_ Ayes \_\_\_\_ Noes \_\_\_\_

INFORMATION ONLY \_\_\_\_\_

**RENEWAL REQUEST  
TAX YEAR 2005  
TUITION TAX CREDIT REPORTING SERVICE (TCRS)  
BY AND BETWEEN  
AFFILIATED COMPUTER SERVICES, INC.  
AND  
VICTOR VALLEY COLLEGE**

The purpose of this Renewal Request is as follows:

1. Renew contract for one (1) additional year under the same terms and conditions as the original contract. Services to be provided relate to Higher Education IRS reporting requirements for the Hope Scholarship and Lifetime Learning tax credits, as mandated by the Taxpayer Relief Act of 1997.

RENEWAL PERIOD: 7/1/05 through 6/30/06

2. Rates for Tax Year 2005 will be billed as follows:

Unit Rate	\$.86
Estimated 1098-Ts <sup>1</sup>	19,240
Estimated TY2005 Amount	\$16,546.40

3. Sign and return two copies of the Contract Renewal. ACS will return one signed original to the school for its contract file. Please send the signed renewals to:

Gary Hauser  
ACS Education Services  
3447 Robinhood Road, Suite 102  
Winston-Salem, NC 27106

In order to meet the January 31, 2006 mailing deadline for 1098-Ts under the Taxpayer Relief Act of 1997, the school is responsible for ensuring ACS is provided with clean (error-free) student demographic and financial data on a mutually-agreeable schedule but no later than January 15, 2006.

All other terms and conditions of the Agreement remain unchanged and in full force and effect.

**Victor Valley College**

**Affiliated Computer Services, Inc.**

\_\_\_\_\_  
**Authorized Signature**

\_\_\_\_\_  
**Authorized Signature**

**Mary Pringle**

\_\_\_\_\_  
**Name**

\_\_\_\_\_  
**Name**

**Director, Fiscal Services**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Title**

**1/5/06**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**

<sup>1</sup> Volume based upon original volume reported to IRS for Tax Year 2004, which were 19,240

ADMINISTRATIVE SERVICES

FEBRUARY 14, 2006

TOPIC: ANNUAL AUDIT

TO THE SUPERINTENDENT/PRESIDENT:

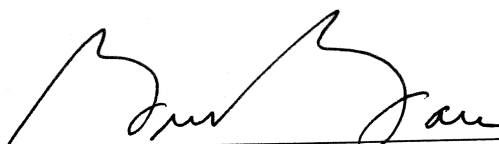
The Brown Armstrong Certified Public Accountancy firm of Bakersfield has completed the 2004-2005 financial audit. This report is unqualified which means that the college has received a clean bill of health and no exceptions or qualifications were given by the auditor. Additionally, in last years audit there were eight instances of minor findings and recommendations by the auditor to improve accounting processes. We are pleased to report that all eight recommendations were implemented. For the current audit report there are only two minor finding that are being addressed by the college.

Fiscal Impact: none

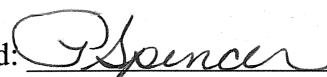
RECOMMENDATION:

It is recommended the board accept the 2004-2005 audit as presented.

REFERENCE FOR AGENDA: YES

Signed:   
Vice President, Administrative Services

TRANSMITTED TO THE BOARD WITH A FAVORABLE RECOMMENDATION:

Signed:   
Superintendent/President

ACTION TAKEN BY THE BOARD:

MOTION \_\_\_\_\_

SECOND \_\_\_\_\_

Ayes \_\_\_\_ Noes \_\_\_\_

INFORMATION ONLY \_\_\_\_\_

**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT  
COUNTY OF SAN BERNARDINO  
VICTORVILLE, CALIFORNIA**

**AUDIT REPORT**

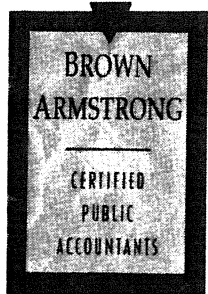
**JUNE 30, 2005**

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT  
JUNE 30, 2005

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**FINANCIAL SECTION**



**BROWN ARMSTRONG PAULDEN  
McCOWN STARBUCK & KEETER**  
Certified Public Accountants

**Main Office**  
4200 Truxtun Ave., Suite 300  
Bakersfield, California 93309  
Tel 661.324.4971 Fax 661.324.4997  
e-mail: [bainfo@bacpas.com](mailto:bainfo@bacpas.com)

**Shafter Office**  
560 Central Avenue  
Shafter, California 93263  
Tel 661.746.2145 Fax 661.746.1218

Peter C. Brown, CPA  
Burton H. Armstrong, CPA, MST  
Andrew J. Paulden, CPA  
Harvey J. McCown, CPA  
Steven R. Starbuck, CPA  
Aileen K. Keeter, CPA  
Chris M. Thornburgh, CPA

**INDEPENDENT AUDITOR'S REPORT**

**Board of Trustees**  
Victor Valley Community College District  
Victorville, California

Eric H. Xin, CPA, MBA  
Lynn R. Krausse, CPA, MST  
Bradley M. Hankins, CPA  
Rosalva Flores, CPA  
Connie M. Perez, CPA  
Sharon Jones, CPA, MST  
Diana Branthoover, CPA  
Matthew Gilligan, CPA  
Dominic Brown, CPA  
Ryan Johnson, CPA

We have audited the accompanying financial statements of the business-type activities of the Victor Valley Community College District (the District), as of and for the year ended June 30, 2005, which collectively comprise the District's basic financial statements as listed in the table of contents. These financial statements are the responsibility of the District's management. Our responsibility is to express an opinion on these financial statements based on our audit.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America, the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and the State Chancellor's Office Contracted District Audit Manual. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the business-type activities of the Victor Valley Community College District, as of June 30, 2005, and the respective changes in financial positions and cash flows, for the year then ended in conformity with accounting principles generally accepted in the United States of America.

As described in Note 1 to the financial statements, in 2005 the District adopted the provisions of GASB Statement No. 40, Deposit and Investment Risk Disclosures, an amendment to GASB Statement No. 3.

The Management's Discussion and Analysis on pages 3 through 13 is not a required part of the basic financial statements, but is supplementary information required by the Governmental Accounting Standards Board (GASB). We have applied certain limited procedures, consisting principally of inquiries of management regarding the method of measurement and presentation of the required supplementary information. However, we did not audit the information and express no opinion on it.



In accordance with *Government Auditing Standards*, we have also issued our report dated October 14, 2005, on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grants. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* and should be read in conjunction with this report in considering the results of our audit.

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the District's basic financial statements. The other supplementary information listed in the table of contents, including the Schedule of Expenditures of Federal Awards which is required by U.S. Office of Management and Budget Circular A-133, *Audits of State, Local Governments, and Non-Profit Organizations*, are presented for purposes of additional analysis and are not a required part of the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and, in our opinion, are fairly stated in all material respects in relation to the basic financial statements taken as a whole.

BROWN ARMSTRONG PAULDEN  
McCOWN STARBUCK & KEETER  
ACCOUNTANCY CORPORATION

Bakersfield, California  
October 14, 2005

**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT  
VICTORVILLE, CALIFORNIA  
MANAGEMENT'S DISCUSSION AND ANALYSIS  
JUNE 30, 2005**

**Introduction**

The following discussion and analysis provides an overview of the financial position and activities of the Victor Valley Community College District (the "District") for the year ended June 30, 2005. The discussion has been prepared by management and should be read in conjunction with the financial statements and notes thereto which follow this section.

The Victor Valley Community College District was established in 1961 and serves the County of San Bernardino and a small portion of the County of Los Angeles. Students in our college may complete the freshman and sophomore years of a baccalaureate degree and transfer to upper division study at a university or complete a certificated vocational program and move directly into the workforce.

**Overview of the Financial Statements**

The District was required to implement the reporting standards of Governmental Accounting Standards Board Statements No. 34 and 35 during fiscal year 2002-03 using the Business Type Activity (BTA) model. The California Community College Chancellor's Office, through its Fiscal Standards and Accountability Committee, recommended that all community college districts implement the new reporting standards under the BTA model. To comply with this recommendation and to report in a manner consistent with other California Community College Districts, the District has adopted the BTA reporting model for purpose of financial statement preparation and reporting.

**Using This Annual Report**

This annual report consists of the following sections:

- Management Discussion & Analysis (MD&A) utilizing a current year/prior year format
- District-wide Basic Financial Statements, including required notes to the financial statements
- Supplementary Information, combining and individual fund financial statements
- Required Supplementary Information (RSI)

**District-Wide Basic Financial**

The District-wide Basic Financial Statements are designed to provide the reader with a broad overview of the District's finances, in a manner similar to a private sector business.

The Statement of Net Assets presents information on all the District's assets and liabilities, with the difference between the two reported as Net Assets. Over time, increases or decreases in net assets may serve as a useful indicator of whether the financial position of the District is improving or deteriorating.

The Statement of Revenues, Expenses, and Changes in Net Assets focuses on the costs of the District's operational activities, which are supported mainly by property taxes and by state apportionment as well as other revenues. This approach is intended to summarize and simplify the user's analysis of the cost of various District services to students and the public. This statement also shows how the District's net assets changed during the most recent fiscal year. All changes in net assets are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of the related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future periods, e.g., earned but unused employee vacation balances.

The statement of Cash Flows restates the district's financial activities from an accrual format back to actual cash activities for the period. This provides an analysis of the sources and uses of cash within the District's operations.

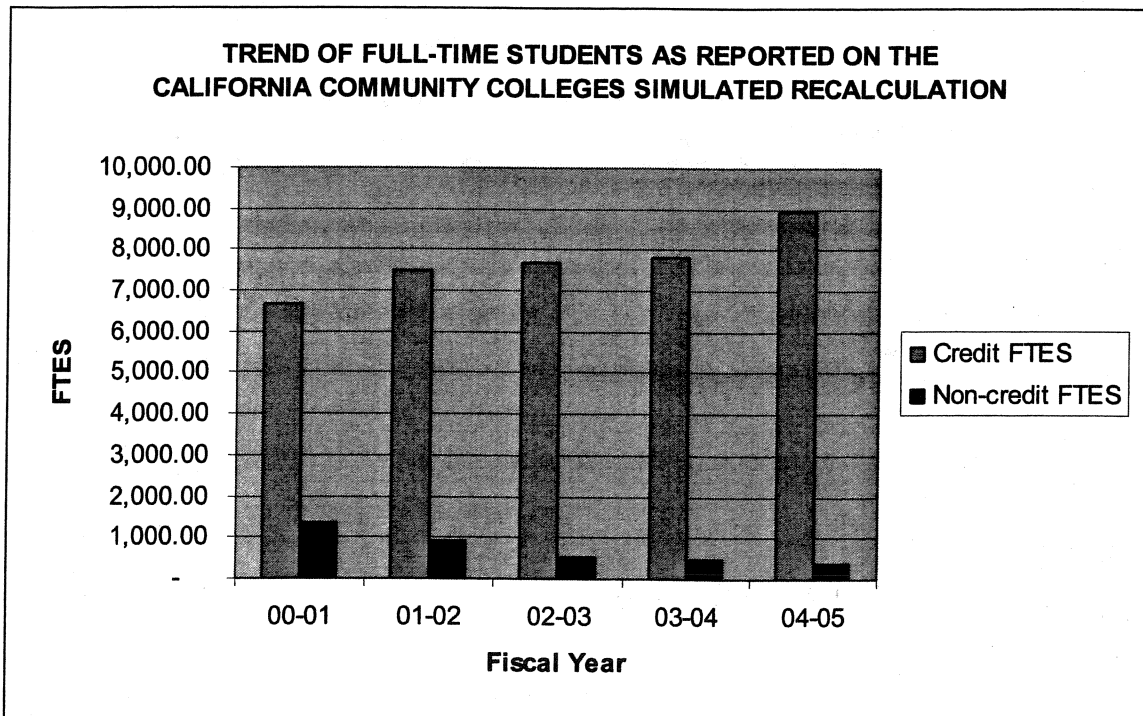
## Financial Highlights

This section provides condensed information for each of the three basic financial statements, as well as illustrative charts, graphs, and tables.

Of the 109 community colleges in California, Victor Valley Community College District has the second fastest growth rate in the state. This growth trend will continue into the 2006-07 fiscal year at a rate of 11.01%. Presently, the state provides funding for 77% of the college's anticipated growth. This level of funding continues to push the college staff to manage resources effectively and efficiently, and to make very prudent financial decisions. It is imperative that the college meet its growth targets because future funding is determined by the District's ability to grow to its target levels.

The District's primary funding is based upon an apportionment allocation made by the State of California, Community Colleges Chancellor's Office. The primary basis for the Chancellor's apportionment calculation is the District's reporting of Full-Time Equivalent Students (FTES). Below is the District's five-year trend for FTES:

Fiscal Year	Credit FTES	Non-Credit FTES
00-01	6,680.90	1347.35
01-02	7,492.49	916.03
02-03	7,665.48	546.46
03-04	7,846.47	471.90
04-05	8,927.83	388.79



### Financial Highlights (Continued)

Once the Chancellor's Office calculates the District's base apportionment, it reduces the net amount to be distributed by the amount of property taxes and enrollment fees expected to be paid directly to the District. During FY 2004-05, you will see property taxes decreased by \$5.85 million. This is due to a change by the Chancellor's Office to move Education Revenue Augmentation Funds (ERAF) from the Property Tax to the Apportionment section of revenues. The matrix below lists the three components and illustrates the net effect of the changes. Overall, total apportionment increased by \$3,348,239.

<u>Fiscal Year</u>	<u>2005</u>	<u>2004</u>	<u>Difference</u>
Property Tax Revenue	\$ 8,751,707	\$ 14,605,516	\$ (5,853,809)
Enrollment Fee Revenue	2,255,195	1,712,260	542,935
Apportionment	<u>24,720,386</u>	<u>16,061,273</u>	<u>8,659,113</u>
Totals	<u>\$ 35,727,288</u>	<u>\$ 32,379,049</u>	<u>\$ 3,348,239</u>

### Selected Highlights

- During fiscal year 2004-05, total full-time equivalent students (FTES) increased approximately 13.8% for credit courses and decreased 15.5% for non-credit courses.
- During 04-05 there was a decrease in non-credit courses, which represents an ongoing change in district goals to target credit courses over non-credit. As mentioned previously, credit and non-credit FTES, along with other workload measures, are the basis for the District's state apportionment. Workload measures directly related to credit and non-credit FTES account for over 85 percent of the District's general state apportionment.
- Growth has not been funded by the state for the past few years. For 2004-05, however, the District received full growth funding. The District was targeted to grow by 6 percent during 2004-05, when in fact, it grew by 12.2 percent. The growth target for 2005-06 is slightly more than 11 percent.

### Statement of Net Assets

The Statement of Net Assets presents the assets, liabilities and net assets of the District as of the end of the fiscal year, and is prepared using the accrual basis of accounting, which is similar to the accounting basis used by most private-sector organizations. The Statement of Net Assets is a point of time financial statement whose purpose is to present to the readers a fiscal snapshot of the District. The Statement of Net Assets presents end-of-year data concerning assets, liabilities and net assets.

From the data presented, readers of the Statement of Net Assets are able to determine the assets available to continue operations of the District. Readers are also able to determine how much the District owes vendors and employees. Finally, the Statement of Net Assets provides a picture of the net assets and their availability for expenditure by the District.

**Condensed Statement of Net Assets  
As of June 30, 2005 and 2004**

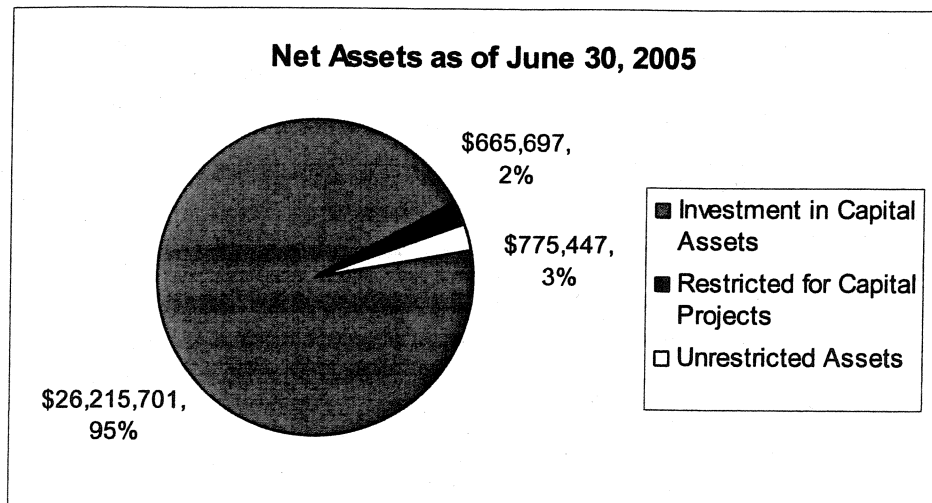
	<u>2005</u>	<u>2004</u>
<b>ASSETS</b>		
Current Assets		
Cash, Investments, and Short-Term Receivables	\$ 47,612,176	\$ 45,279,138
Inventory and Other Assets	636,368	522,434
Total Current Assets	<u>48,248,544</u>	<u>45,801,572</u>
Non-Current Assets		
Capital Assets, Net of Depreciation	<u>43,099,870</u>	<u>43,299,750</u>
Total Assets	<u>\$ 91,348,414</u>	<u>\$ 89,101,322</u>
<b>LIABILITIES</b>		
Current Liabilities		
Accounts Payable and Accrued Liabilities	\$ 3,562,207	\$ 4,240,565
Deferred Revenue	199,571	277,853
Long Term Liabilities – Current Portion	<u>1,350,730</u>	<u>1,018,677</u>
Total Current Liabilities	<u>5,112,508</u>	<u>5,537,095</u>
Non-Current Liabilities		
Long Term Liabilities	<u>58,579,061</u>	<u>58,127,176</u>
Total Liabilities	<u>63,691,569</u>	<u>63,664,271</u>
<b>NET ASSETS</b>		
Invested in Capital Assets, Net of Related Debt	26,215,701	24,010,546
Restricted	665,697	868,630
Unrestricted	<u>775,447</u>	<u>557,875</u>
Total Net Assets	<u>27,656,845</u>	<u>25,437,051</u>
Total Liabilities and Net Assets	<u>\$ 91,348,414</u>	<u>\$ 89,101,322</u>

The difference between total assets and total liabilities is one indicator of the current financial condition of the District; the change in net assets is an indicator of whether the overall financial condition has improved or worsened during the year. The District's Net Assets increased from last year by \$2,247,092 for the fiscal year ending June 30, 2005. The District currently has a 2.8% unrestricted reserve. Assets and liabilities are generally measured using current values. One notable exception is capital assets, which are stated at historical cost less accumulated depreciation.

The Net Assets are divided into three major categories. The first category, *invested in capital assets*, provides the equity amount in property, plant and equipment owned by the District. The second category is *expendable restricted net assets*; these net assets are available for expenditure by the District, but must be spent for purposes as determined by external entities and/or donors that have placed time or purpose restrictions on the use of the assets. The final category is *unrestricted net assets* that are available to the District for any lawful purpose of the District.

**Statement of Net Assets (Continued)**

- Approximately 15 percent of the cash balance and investments is cash deposited in the San Bernardino County Treasury Pool, and approximately 85 percent is cash deposited in guaranteed investment contracts. All funds are invested in accordance with Board Policy, which emphasizes prudence, safety, liquidity, and return on investment. The Statement of Cash Flows contained within these financial statements provides greater detail regarding the sources and uses of cash.
- The majority of the accounts receivable balance in the amount of \$4,840,552 is from federal and state sources for grant and entitlement programs.
- Capital assets had a net balance of \$43.1 million. Depreciation expense of \$1.36 million was recognized against general and capital outlay fund revenues during 2004-05. Debt liabilities in the amount of \$58.6 have been recognized against the increase in capital assets.
- Accounts payable in the amount of \$3.54 million are amounts due as of the fiscal year-end for goods and services received as of June 30, 2005. Other current liabilities in the amount of \$221,731 related to deferred revenues, and non-current liabilities in the amount of \$1.35 million for post retirement benefits and capital leases have been recognized for the year-ended June 30, 2005.
- The District currently has \$53.4 million outstanding related to the issuance of the certificates of participation debt. Additional information regarding long-term debt is included in the Debt Administration section of this discussion and analysis.
- The District's current investment in capital assets, net of related debt, is \$26.2 million. The long-term goals to improve this investment-to-debt ratio includes payoff of the Certificates of Participation using local taxpayer approval of a Proposition 39 General Obligation Bond, which will tentatively go before voters in 2006-07.
- The unrestricted net assets ending balance is related to recognizing depreciation on fixed assets in the amount of \$1,359,461, accrued post employment benefits of \$1,121,724, and accrued vacation of \$1,278,263. The long-term goal to improve the unrestricted net assets balance includes the establishment of contingency reserves for post-employment benefits and vacation liabilities.



## Statement of Revenues, Expenses and Changes in Net Assets

Changes in total net assets as presented on the Statement of Net Assets are based on the activity presented in the Statement of Revenues, Expenses, and Changes in Net Assets. The purpose of this statement is to present the operating and non-operating revenues earned, whether received or not, by the District, the operating and non-operating expenses incurred, whether paid or not, by the District, and any other revenues, expenses, gains and/or losses earned or incurred by the District. Thus, this Statement presents the District's results of operations.

### **Condensed Statement of Revenues, Expenses, and Changes In Net Assets for the Years Ended June 30, 2005 and 2004**

	<u>2005</u>	<u>2004</u>
<b>REVENUES</b>		
Operating Revenues		
Tuition and Fees	\$ 2,847,354	\$ 2,401,579
Grants and Contracts	20,756,256	21,702,598
Auxiliary Sales and Charges	<u>2,983,336</u>	<u>2,489,766</u>
Total Operating Revenues	<u>26,586,946</u>	<u>26,593,943</u>
Operating Expenses		
Salaries and Benefits	36,259,026	34,751,764
Supplies, Maintenance and Other Operating Expense	21,674,228	19,461,908
Depreciation and Amortization	<u>1,359,461</u>	<u>1,769,406</u>
Total Operating Expenses	<u>59,292,715</u>	<u>55,983,078</u>
Operating Loss	<u>(32,705,769)</u>	<u>(29,389,135)</u>
<b>NON-OPERATING REVENUES (EXPENSES)</b>		
State Apportionments, Non-Capital	24,720,386	16,992,784
Property Taxes	8,751,707	14,557,275
State Revenues	1,387,908	933,879
Investment Income	78,206	83,704
Interest Expense	(939,030)	(512,499)
Other Non-Operating	<u>(365,064)</u>	<u>(2,449,224)</u>
Total Non-Operating Revenues (Expenses)	<u>33,634,113</u>	<u>29,605,919</u>
Loss Before Other Revenues, Expenses, Gains or Losses	928,344	216,784
Other Revenues		
Federal, State, and Local Capital Income	<u>1,291,450</u>	<u>761,437</u>
Net Increase in Net Assets	<u>\$ 2,219,794</u>	<u>\$ 978,221</u>

The schedule above has been prepared from the Statement of Revenues, Expenses and Changes in Net Assets. State general apportionment, while budgeted for operations, is considered non-operating revenue, according to the Governmental Accounting Standards Board's (GASB) prescribed reporting format. Grants and Contracts revenue includes student financial aid, as well as specific federal and state grants received for programs serving the students of the District.

Total Operating Revenues reflects an increase in tuition and fees of \$445,775 from the previous year. This increase is due to growth in the District and also because of a State-increased enrollment fee during Fall 2004. The rate per unit increased from \$18 to \$26. Grants and Contracts increase and decrease when grant period ends or when new grants are obtained by the District. Auxiliary Sales and Charges reflect increases in bookstore sales.

## **Statement of Revenues, Expenses and Changes in Net Assets** (Continued)

Generally, operating revenues are earned for providing goods and services to the various customers and constituencies of the District. Operating expenses are those expenses incurred to acquire or produce the goods and services provided in return for operating revenues and to fulfill the mission of the District. Non-operating revenues are those received or pledged for which goods and services are not provided; for example, state appropriations are non-operating because they are provided by the legislature to the District without the legislature directly receiving commensurate goods and services for those revenues.

- Tuition and fees are generated by the resident, non-resident and foreign fees paid by the students attending Victor Valley Community College District, including fees such as parking fees, community services classes and other related fees. As noted previously in this discussion and analysis, our enrollment continues to grow which translates into increased tuition and fees.
- Non-capital grants and contracts are primarily those received from federal and state sources and used in the instructional program.
- State apportionment is generated based on the workload measures reported to the state by the District. The District has experienced increases in the various workload measures.
- Local property taxes are received through the Auditor-Controller's Office for San Bernardino and Riverside Counties. The amount received for property taxes is deducted from the total state general apportionment amount calculated by the state for the District. The housing market has remained strong in California in spite of the struggling economy and stock market. Home sales are turning over quickly which keeps property tax revenues steady and increasing.

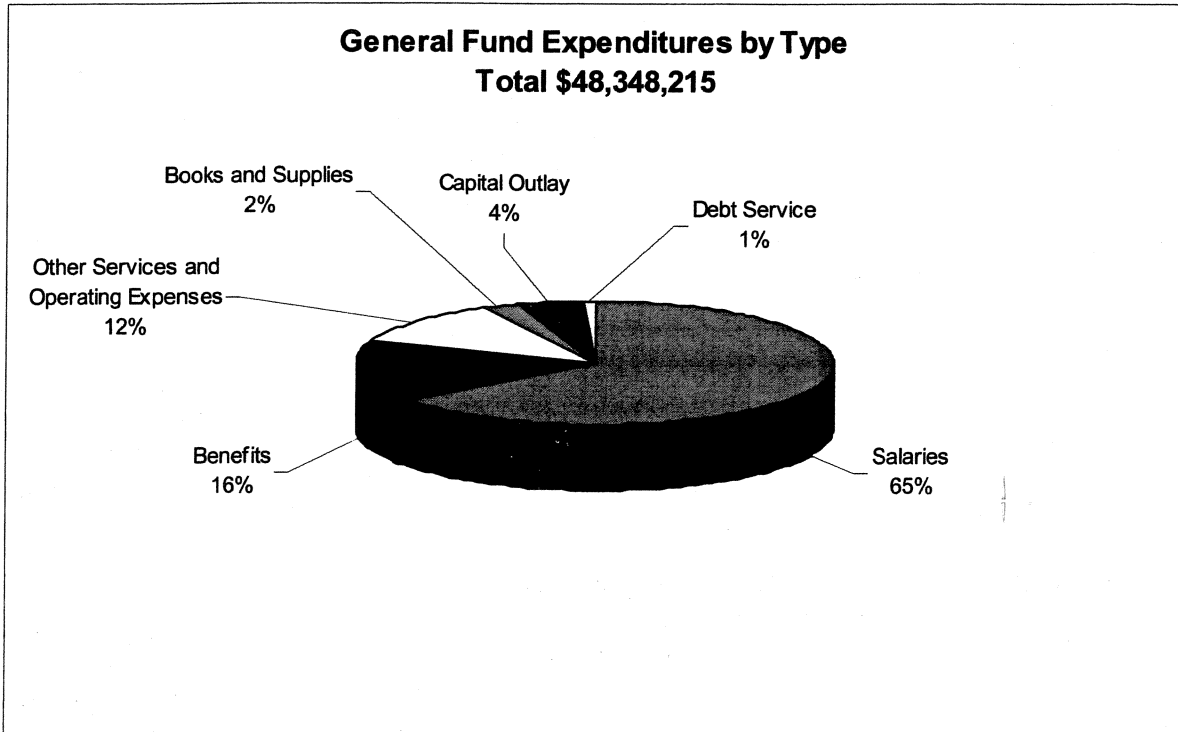
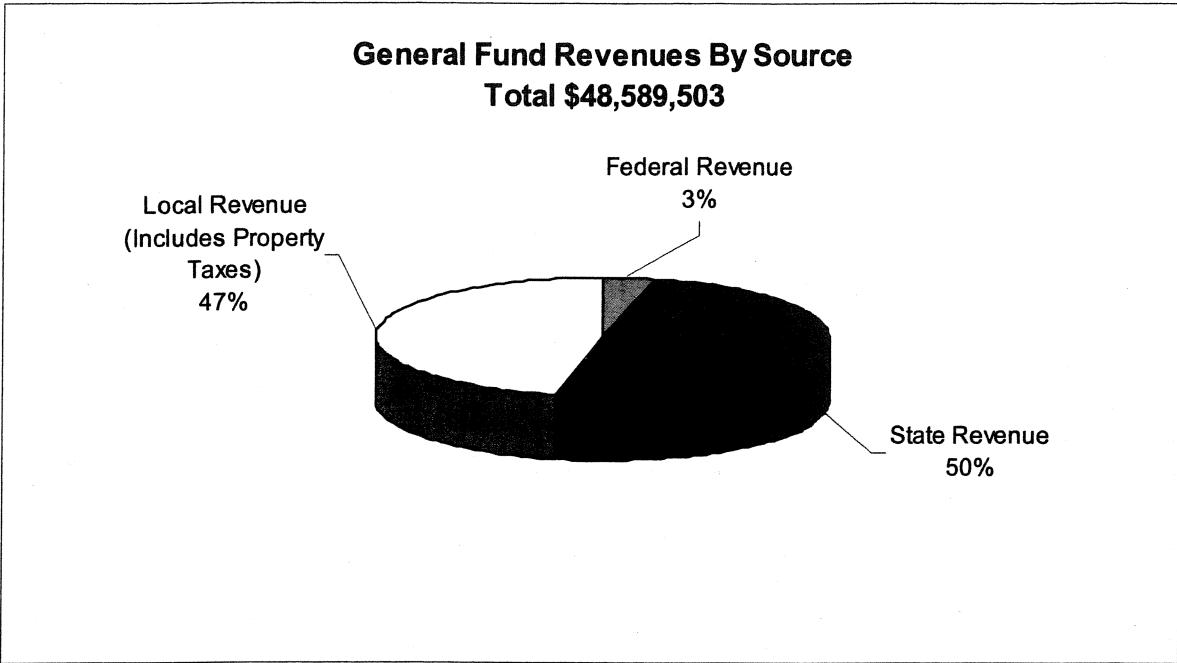
Total Operating Expenses increased by \$3.3 million. The increase is comprised of three parts. The first part, Salaries and Benefits, increased by \$1.5 million resulting from step-and-column increases for all affected employees. In addition, the classified and management groups received a 5.875% COLA increase. Supplies, Maintenance and Other Operating Expense increased by \$2.2 million due to available growth funds. Depreciation and Amortization decreased by \$409,945. This is largely because an increasing amount of the District's capital assets are fully depreciated.

- Operating expenses are 61% related to personnel costs. The balance of operating expenses is for supplies, materials, other operating expenses, financial aid, utilities and depreciation expense.



**General Fund**

While this MD&A and the District-wide financial statements report the financial position and results of the operations for the District as a whole, the following pie charts are intended to give the reader information specific to the General Fund.



**Expenditures by Activity**

Following is a table summarizing the District's expenditures by activity:

<u>Functional Classifications</u>	<u>Salaries and Benefits</u>	<u>Operating Expenses</u>	<u>Capital Outlay</u>	<u>Depreciation and Amortization</u>	<u>Total</u>
Instruction	\$20,702,015	\$ 654,117	\$ 308,055	\$ -	\$21,664,187
Academic Support	2,163,760	258,402	131,152	-	2,553,314
Student Services	4,470,625	581,065	121,575	-	5,173,265
Operation and Maintenance of Plant	1,942,478	1,875,010	13,952	-	3,831,440
Institutional Support	4,526,128	3,369,751	1,203,683	-	9,099,562
Community Services and Economic Development	103,194	9,202	5,593	-	117,989
Auxiliary Operations	201,105	31,584	1,386	-	234,075
Student Aid	-	386,721	-	-	386,721
Other Outgo	-	6,320	-	-	6,320
Depreciation and Amortization	-	-	-	1,359,461	1,359,461
	<u>\$34,109,305</u>	<u>\$7,172,172</u>	<u>\$1,785,396</u>	<u>\$1,359,461</u>	<u>\$44,426,334</u>

**Statement of Cash Flows**

The Statement of Cash Flows provides information about cash receipts and cash payments during the fiscal year. This statement also helps users assess the District's ability to generate positive cash flows, meet obligations as they come due, and the need for external financing.

The Statement of Cash Flows is divided into five parts. The first part reflects operating cash flows and shows the net cash used by the operating activities of the District. The second part details cash received for non-operating, non-investing and non-capital financing purposes. The third part shows cash flows from capital and related financing activities. This part deals with the cash used for the acquisition and construction of capital and related items. The fourth part provides information from investing activities and the amount of interest received. The last section reconciles the net cash used by operating activities to the operating loss reflected on the Statement of Revenues, Expenses and Changes in Net Assets.

**Condensed Statement of Cash Flows  
For the Years Ended June 30, 2005 and 2004**

	<u>2005</u>	<u>2004</u>
CASH PROVIDED BY (USED IN)		
Operating Activities	\$ (28,921,054)	\$ (27,772,788)
Non-Capital Financing Activities	33,365,953	29,151,444
Capital Financing Activities	(1,667,236)	(2,559,667)
Investing Activities	423,311	1,363,162
Net Increase (Decrease) in Cash and Cash Equivalents	3,200,974	182,151
Cash and Cash Equivalents at Beginning of Year	1,144,674	962,523
Cash and Cash Equivalents at End of Year	<u>\$ 4,345,648</u>	<u>\$ 1,144,674</u>

## **Statement of Cash Flows** (Continued)

The primary operating activities contributing to cash flow are student tuition and fees and federal, state, and local grants and contracts; while the primary operating activity using cash flow throughout the year is the payment of salaries and benefits.

Even though State apportionment and property taxes are the primary source of non-capital related revenue (and cash flow), the new GASB accounting standards require that these sources of revenue be shown as non-operating revenue, since they come from general resources of the State and not from the primary users of the college's programs and services (students). The District depends upon this funding as the primary source of funds to continue the current level of operations.

Cash flow from Operating Activities increased by \$1.15 million during FY 2004-05. The District collected almost \$446,000 more in tuition and fees, and the bookstore sales increased by \$493,500. Payments to employees, in the form of salaries and benefits, increased by \$1.5 million; payments for supplies and services increased by \$2.2 million.

Cash flow from Non-Capital Financing Activities increased by \$4.2 million. This increase was comprised of a \$2.4 million increase in all base and categorical state apportionment payments and reduced cash receipts of property taxes

The primary use included in capital and related financing activities is the purchase of capital assets (buildings, building improvements, and equipment). The increase in cash payments for capital projects is attributable to the Advanced Technology Building and the Speech/Drama addition projects.

## **District's Fiduciary Responsibility**

The District is the trustee, or fiduciary, for certain amounts held on behalf of students, clubs and donors for student loans and scholarships. The District's fiduciary activities are reported in separate Statements of Fiduciary Net Assets and Changes in Fiduciary Net Assets. These activities are excluded from the District's other financial statements because we cannot use these assets to finance operations. The District is responsible for ensuring that the assets reported in these funds are used for their intended purposes.

## **Capital Assets**

As of June 30, 2005, the District has total capital assets of \$64.2 million consisting of land, buildings and building improvements, construction in progress, vehicles, data processing equipment and other office equipment; these assets have accumulated depreciation of \$21.1 million.

Capital additions consist primarily of replacement, renovation and new construction of facilities, as well as significant investments in equipment, including information technology. Current year additions were funded with a combination of special categorical, unrestricted general fund dollars, and capital outlay appropriations.

## **Debt**

At June 30, 2005, the District had \$53,450,000 in debt related to the Certificates of Participation (COP) bonds. The COP was issued in 1997 to payoff 1994 and 1996 issues totaling \$45 million, and to fund various projects related to the construction, purchase and renovation of instructional and student facilities. Debt payments on the COP will be funded through the general fund receipts and investments over the term of the COP, unless a general obligation bond is approved by voters. See notes to the financial statements for additional information on long-term liabilities.

## **Economic Factors that May Affect the Future**

The economic position of the District is closely tied to that of the State of California as state apportionments and property taxes allocated to the District represent approximately 70.8 percent and 26.6 percent respectively of the total sources of revenues received by the District. These two sources, together with enrollment fees, make up the District's general apportionment, which is the main support for California community colleges.

A multi-billion dollar State deficit in FY 2002-03 and a similar one in FY 2003-04 resulted in cuts to specific programs within the community college budget for FY 2003-04. The FY 2004-05 State budget addressed a \$15 billion shortfall; the FY 2005-06 State budget addressed a \$7.3 billion shortfall. For FY 2006-07, the State faces a structural budget gap of \$7.5 billion.

The Governor's FY 2003-04 budget for community colleges did not provide for a cost of living increase (COLA). Also, several categorical programs were cut substantially, including Partnership for Excellence, Scheduled Maintenance/Special repairs, Instructional Equipment and Library Materials, and Part-Time Faculty Compensation. To reduce further cuts to community colleges, a \$200 million deferral was added to the FY 2003-04 budget from FY 2004-05 Proposition 98 funds. A similar deferral of \$200 million continued for the FY 2004-05 and FY 2005-06 budget.

In spite of the State's fiscal constraints, the FY 2004-05 State Budget provided for a 2.41% COLA, and for the FY 2005-06 State budget, a 4.23% COLA. Additionally, the FY 2004-05 State Budget included \$80 million for equalization, but a lesser amount (\$30 million) for FY 2005-06. The Board of Governors for the California Community College system is requesting \$80 million of equalization for the FY 2006-07 State budget. The Governor's FY 2003-04 budget provided additional funding (\$38 million) for financial aid services to students. This funding continues for FY 2004-05. Also, enrollment growth was fully funded at 6% for FY 2004-05, and increased to 11% for FY 2005-06.

To address the tremendous growth in the High Desert, the District is moving forward to bring a general obligation bond before voters in FY 2006-07. This will be used to fund new buildings and equipment to meet the needs of our students.

**BASIC FINANCIAL STATEMENTS**

**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT  
STATEMENT OF NET ASSETS  
JUNE 30, 2005**

**ASSETS**

**Current Assets:**

Cash	\$ 4,345,648
Investments	38,425,976
Accounts receivables	4,840,552
Inventories	636,356
Other current assets	12

<b>Total Current Assets</b>	<b>48,248,544</b>
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**Noncurrent Assets:**

Capital Assets:

Land	766,682
Land improvements	3,436,667
Buildings	49,356,994
Construction in progress	2,228,861
Infrastructure	1,748,405
Machinery and equipment	5,721,715
Vehicles	946,845
Less accumulated depreciation	(21,106,299)

Total Capital Assets, net	43,099,870
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<b>Total Noncurrent Assets</b>	<b>43,099,870</b>
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<b>TOTAL ASSETS</b>	<b>\$ 91,348,414</b>
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The accompanying notes are an integral part of these financial statements.

**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT**  
**STATEMENT OF NET ASSETS (Continued)**  
**JUNE 30, 2005**

**LIABILITIES**

**Current Liabilities:**

Accounts payable	\$ 3,540,047
Deferred revenue	199,571
Other current liabilities	22,160

<b>Total Current Liabilities</b>	<b>3,761,778</b>
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**Non-current Liabilities:**

Due within one year:

Certificates of participation - current portion	200,000
Capital leases payable-current portion	930,727
Accrued post employment benefits-current portion	220,003

Total due within one year	1,350,730
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Due after one year:

Certificates of participation-noncurrent portion	53,250,000
Capital leases payable-noncurrent portion	1,421,944
Accrued vacation pay-noncurrent portion	1,278,263
Accrued post employment benefits-noncurrent portion	1,121,724
Accrued early retirement-noncurrent portion	242,570
Other non-current liabilities	1,264,560

Total due after one year	58,579,061
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<b>Total Non-current Liabilities</b>	<b>59,929,791</b>
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<b>TOTAL LIABILITIES</b>	<b>63,691,569</b>
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**NET ASSETS**

Invested in capital assets, net of related debt	26,215,701
Restricted for:	
Capital projects	665,697
Unrestricted	775,447

<b>TOTAL NET ASSETS</b>	<b>\$ 27,656,845</b>
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The accompanying notes are an integral part of these financial statements.

**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT  
STATEMENT OF REVENUES, EXPENSES, AND  
CHANGES IN NET ASSETS  
FOR THE YEAR ENDED JUNE 30, 2005**

<b>OPERATING REVENUES</b>	
Tuition and fees	\$ 2,847,354
Grants and contracts, noncapital:	
Federal	11,524,121
State	5,071,789
Local	4,160,346
Auxiliary enterprise sales and charges	2,983,336
<b>TOTAL OPERATING REVENUES</b>	<u>26,586,946</u>
<b>OPERATING EXPENSES</b>	
Salaries	28,072,361
Employee benefits	8,186,665
Other operating expenses and services	20,705,999
Equipment, maintenance and repairs	968,229
Depreciation	1,359,461
<b>TOTAL OPERATING EXPENSES</b>	<u>59,292,715</u>
<b>OPERATING LOSS</b>	<u>(32,705,769)</u>
<b>NON-OPERATING REVENUES (EXPENSES)</b>	
State apportionments, non-capital	24,720,386
Local property taxes	8,751,707
State taxes and other revenues	1,387,908
Investment income	78,206
Interest expense on capital related debt	(939,030)
Other non-operating	(365,064)
<b>TOTAL NON-OPERATING REVENUES (EXPENSES)</b>	<u>33,634,113</u>
<b>INCOME BEFORE OTHER REVENUES, EXPENSES, GAINS OR LOSSES</b>	928,344
State revenues, capital	773,949
Local revenues, capital	517,501
<b>TOTAL OTHER REVENUES, EXPENSES, GAINS AND LOSSES</b>	<u>1,291,450</u>
<b>NET INCREASE IN NET ASSETS</b>	2,219,794
<b>NET ASSETS, BEGINNING OF YEAR</b>	<u>25,437,051</u>
<b>NET ASSETS, END OF YEAR</b>	<u><u>\$ 27,656,845</u></u>

The accompanying notes are an integral part of these financial statements.



**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT  
STATEMENT OF CASH FLOWS  
FOR THE YEAR ENDED JUNE 30, 2005**

<b>CASH FLOWS FROM OPERATING ACTIVITIES:</b>	
Tuition and fees	\$ 4,349,832
Federal grants and contracts	11,524,121
State grants and contracts	5,071,789
Local grants and contracts	4,160,346
Bookstore sales and charges	2,983,336
Payments to employees	(35,808,518)
Payments to suppliers	(21,201,960)
	<hr/>
Net Cash Used in Operating Activities	(28,921,054)
 <b>CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES:</b>	
State apportionments	23,643,369
State taxes and other apportionments	1,183,154
Local property taxes	8,904,494
Other non-operating	(365,064)
	<hr/>
Net Cash Provided by Noncapital Financing Activities	33,365,953
 <b>CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES:</b>	
State revenue, capital projects	847,937
Local revenue, capital projects	514,568
Principal paid on capital debt	(931,130)
Interest paid on capital debt	(939,030)
Purchases of capital assets	(1,159,581)
	<hr/>
Net Cash Used in Capital and Related Financing Activities	(1,667,236)
 <b>CASH FLOWS FROM INVESTING ACTIVITIES:</b>	
Interest received from investments	78,206
Loss on investments	345,105
	<hr/>
Net Cash Provided by Investing Activities	423,311
 <b>NET INCREASE IN CASH AND CASH EQUIVALENTS</b>	
	3,200,974
<b>CASH AND CASH EQUIVALENTS AT BEGINNING OF YEAR</b>	<hr/> 1,144,674
 <b>CASH AND CASH EQUIVALENTS AT END OF YEAR</b>	 <hr/> <b>\$ 4,345,648</b> <hr/>

The accompanying notes are an integral part of these financial statements.

**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT  
STATEMENT OF CASH FLOWS (Continued)  
FOR THE YEAR ENDED JUNE 30, 2005**

**RECONCILIATION OF NET OPERATING REVENUES (EXPENSES)  
TO NET CASH USED IN OPERATING ACTIVITIES**

Operating Loss	\$ (32,705,769)
Adjustments to Reconcile Net Operating Loss to Net Cash Used in Operating Activities:	
Depreciation	1,359,461
Changes in assets and liabilities:	
(Increase) decrease in receivables	1,376,006
(Increase) decrease in inventory	(113,922)
(Increase) decrease in prepaid expenses	(12)
Increase (decrease) in accounts payable	(275,849)
Increase (decrease) in deferred revenues	126,472
Increase (decrease) in other liabilities	<u>1,312,559</u>
Net Cash Used in Operating Activities	<u>\$ (28,921,054)</u>

The accompanying notes are an integral part of these financial statements.

**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT  
NOTES TO FINANCIAL STATEMENTS  
JUNE 30, 2005**

**NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

The accounting policies of the Victor Valley Community College District (the "District") conform to accounting principles generally accepted in the United States of America as prescribed by the Governmental Accounting Standards Board (GASB) and the American Institute of Certified Public Accountants. The Victor Valley Community College District accounts for its financial transactions in accordance with the policies and procedures of the California State Chancellor's Office Budget and Accounting Manual.

**A. Financial Reporting Entity**

The Victor Valley Community College District provides higher education in the County of San Bernardino, State of California.

The District and the Victor Valley Community College District Facilities Corporation (the Corporation) have a financial and operational relationship which meets the reporting entity definition criteria of the GASB Statement No. 14 for the inclusion of the Corporation as a component unit of the District. Accordingly, the basic, but not the only, criterion for including a governmental department, agency, institution, commission, public authority, or other governmental organization in a governmental unit's reporting entity for financial reports is the ability of the governmental unit's elected officials to exercise oversight responsibility over such agencies. Oversight responsibility implies that one governmental unit is dependent on another and that the dependent unit should be reported as part of the other.

Oversight responsibility is derived from the governmental unit's power and includes, but is not limited to:

- Financial interdependency
- Selection of governing authority
- Designation of management
- Ability to significantly influence operations
- Accountability for fiscal matters

Accordingly, for the year ended June 30, 2005, the financial activities of the Corporation have been blended into the financial statements of the District.

**B. Basis of Presentation**

The District is accounted for as a Business Type Activity, as defined by Governmental Accounting Standards Board (GASB) Statements No. 34/35, *Basic Financial Statements – Management's Discussion and Analysis – for State and Local Governments*, and for Public Colleges and Universities, and its financial statements are presented on the accrual basis of accounting. Under this method, revenues are recognized when they are earned, and expenses are recognized when they are incurred.

The District adopted GASB Statements No. 34/35 as amended by GASB Statement No. 37, *Basic Financial Statements – and Management's Discussion and Analysis – for State and Local Governments: Omnibus*, as of and for the year ended June 30, 2003, and applied those standards on a retroactive basis. GASB Statements No. 34/35 established standards for external financial reporting purposes into three net asset categories; namely, those invested in capital assets, net of related debt, restricted net assets and unrestricted net assets.

## **NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)**

### **B. Basis of Presentation (Continued)**

The District adopted GASB Statement No. 38, *Certain Financial Statement Note Disclosures*, for the year ended June 30, 2003, and applied the standard on a retroactive basis. GASB 38 modified, establishes, and rescinds certain financial statement disclosure requirements.

During the fiscal year ended June 30, 2005, the District was required to adopt GASB Statement No. 40, *Deposit and Investment Risk Disclosures*, which amends existing accounting guidance under GASB No. 3, *Deposits with Financial Institutions, Investments (including repurchase agreements), and Reverse Repurchase Agreements*. GASB Statement No. 40 enhances the deposit and investment risk disclosures by updating the custodial credit risk disclosure requirements of GASB No. 3 and addressing other common risks, including concentration of credit risk, interest rate risk, and foreign currency risk. Note 2 shows the disclosures as required by GASB Statement No. 40.

The District applies all Government Accounting Standards Board (GASB) pronouncements as well as the Financial Accounting Standards Board (FASB) pronouncements issued on or before November 30, 1989, unless those pronouncements conflict with or contradict GASB pronouncements.

### **C. Basis of Accounting - Measurement Focus**

**Entity-Wide Financial Statements** - The entity-wide statements are prepared using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenditures are recorded when a liability is incurred, regardless of the timing of the related cash flows.

The entity-wide statement of activities presents a comparison between operating revenues and operating expenses of the District. Revenues and expenses that are not classified as operating revenues or expenses are presented as non-operating revenues and expenses. Non-operating revenues and expenses include state apportionments, property taxes, interest and investment income, or expenses as these sources and uses of funds are derived from the general population and not from operations.

Net assets are reported as restricted when constraints placed on net asset use are either externally imposed by creditors (such as through debt covenants), grantors, contributors, or laws or regulations of other governments or imposed by law through constitutional provision or enabling legislation.

**Revenues - Exchange and Non-Exchange Transactions** - Revenue resulting from exchange transactions, in which each party gives and receives essentially equal value, is recorded on the accrual basis when the exchange takes place. Available means that the resources will be collected within the current fiscal year or are expected to be collected soon enough thereafter to be used to pay liabilities of the current fiscal year. For the District, available means expected to be received within 90 days of the fiscal year-end.

Non-exchange transactions, in which the District receives value without directly giving equal value in return, include state apportionments, property taxes, certain grants, entitlements, and donations. Revenue from state apportionments is generally recognized in the fiscal year in which it is apportioned from the state. Revenue from property taxes is recognized in the fiscal year in which the taxes are received. Revenue from certain grants, entitlements, and donations is recognized in the fiscal year in which all eligibility requirements have been satisfied. Eligibility requirements include time and purpose requirements. On a modified accrual basis, revenue from non-exchange transactions must also be available before it can be recognized.

**NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)**

**C. Basis of Accounting - Measurement Focus (Continued)**

Deferred Revenue - Deferred revenue arises when potential revenue does not meet both the “measurable” and “available” criteria for recognition in the current period or when resources are received by the District prior to the incurrence of qualifying expenditures. In subsequent periods, when both revenue recognition criteria are met, or when the District has a legal claim to the resources, the liability for deferred revenue is removed from the combined balance sheet and revenue is recognized. Certain federal and state grants received before the eligibility requirements are met are recorded as deferred revenue.

Expenses/Expenditures - On the accrual basis of accounting, expenses are recognized at the time they are incurred. Allocations of costs, such as depreciation and amortization, are recognized in the entity-wide financial statements although they are not allocated in individual funds within the District's financial records.

**D. Cash and Cash Equivalents**

The District's cash and cash equivalents are considered to be cash on hand, demand deposits, and short-term investments with original maturities of three months or less from the date of acquisition. Cash equivalents also include cash with County treasury balances for purposes of the statement of cash flows.

**E. Investments**

In accordance with GASB Statement No. 31, *Accounting and Reporting for Certain Investments and for External Investment Pools*, investments are stated at fair value. Fair value is estimated based on quoted market prices at year-end. Investments for which there are no quoted market prices are not material.

**F. Accounts Receivable**

Accounts receivable are written off when they are determined to be uncollectible. The accounts receivable balances as of June 30, 2005, do not include an allowance for doubtful accounts since any uncollectible portion is considered to be immaterial.

**G. Stores Inventory**

Inventory consists of books, instructional materials, sundry items held for resale to students and staff of the College. Inventory is valued at cost utilizing the weighted-average method. Cost is recorded as an expense at the time the items are withdrawn from inventory and sold.

**H. Capital Assets**

Capital assets purchased or acquired with an original cost of \$5,000 or more are reported at historical cost or estimated historical cost. Contributed assets are reported at fair market value as of the date received. Additions, improvements, and other capital outlays that significantly extend the useful life of an asset are capitalized. Other costs incurred for repairs and maintenance are expensed as incurred. Depreciation on all assets is provided on the straight-line basis over the following estimated useful lives:

<u>Assets</u>	<u>Years</u>
Land	N/A
Construction in progress	N/A
Site improvements	20
Machinery and equipment	5-20
Vehicles	8
Infrastructure	25-65
Buildings	39

## **NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)**

### **I. Compensated Absences**

Accumulated unpaid employee vacation benefits are accrued as a liability as the benefits are earned. The entire compensated absence liability is reported on the entity-wide financial statements.

Sick leave is accumulated without limit for each employee at the rate of one day for each month worked. Leave with pay is provided when employees are absent for health reasons; however, the employees do not gain a vested right to accumulate sick leave. Employees, therefore, are never paid for any sick leave balance at termination of employment or any other time. Therefore, the value of accumulated sick leave is not recognized as a liability in the District's financial statements. However, credit for unused sick leave is applicable to all classified school members who retire after January 1, 1999. At retirement, each member will receive .004 year of service credit for each day of unused sick leave.

### **J. Accrued Liabilities and Long-Term Obligations**

All payables, accrued liabilities, and long-term obligations are reported in the entity-wide financial statements.

### **K. Net Assets**

Net assets represent the residual interest in the District's assets after liabilities are deducted. In accordance with GASB Statements No. 34/35, the Fund Equity section on the Statement of Net Assets was combined to report total net assets and present it in three broad components: invested in capital assets, net of related debt; restricted; and unrestricted. Net assets invested in capital assets, net of related debt include capital assets net of accumulated depreciation and outstanding principal balances of debt attributable to the acquisition, construction or improvement of those assets. Net assets are restricted when constraints are imposed by third parties or by law through constitutional provisions or enabling legislation. Internally imposed designations of resources are not presented as restricted net assets. When both restricted and unrestricted resources are available for use, generally it is the District's policy to use restricted resources first, then unrestricted resources as they are needed.

### **L. Operating Revenues and Expenses**

Operating revenues are those revenues that are generated directly from the primary activity of the District. These revenues are student tuition and fees, federal, state, and local grants, and sales from the college bookstore. Operating expenses are necessary costs incurred to provide the good or service that is the primary activity of the District.

### **M. Property Tax**

Secured property taxes attach as an enforceable lien on property as of January 1. Taxes are payable in two installments on November 15, and March 15. Unsecured property taxes are payable in one installment on or before August 31. The County of San Bernardino bills and collects the taxes for the District. The District recognizes tax revenues when received.

### **N. Use of Estimates**

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenditures/expenses during the reporting period. Actual results could differ from those estimates.

## NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

### O. Federal Financial Assistance Programs

The District participates in federally funded Pell Grants, SEOG grants, Federal Work-Study, and Stafford Loan programs, as well as other programs funded by the federal government. Financial aid to students is reported as operating expenses or scholarship allowances, which reduce revenues. The amount reported as operating expense represents the portion of aid that was provided to student in the form of cash. Scholarship allowances represent the portion of aid provided to students in the form of reduced tuition. These programs are audited in accordance with the Single Audit Act Amendments of 1996, and the U.S. Office of Management and Budget's revised circular A-133 "Audits of States, Local Governments and Non-Profit Organizations", and the related *Compliance Supplement*.

### I. Implementation of New Accounting Pronouncements

During the fiscal year ended June 30, 2005, the District adopted GASB Statement No. 40, Deposit and Investment Risk Disclosures, which amends existing accounting guidance under GASB No. 3, Deposits with Financial Institutions, Investments (including repurchase agreements), and reverse repurchase agreements. GASB Statement No. 40 enhances the deposit and investment risk disclosures by updating the custodial credit risk disclosure requirements of GASB No. 3 and addressing other common risks, including concentrations of credit risk, interest rate risk, and foreign currency risk. Note 2 shows the disclosures as required by GASB Statement No. 40.

## NOTE 2 – CASH AND INVESTMENTS

Cash and investments as of June 30, 2005, are classified in the accompanying financial statements as follows:

Statement of Net Assets:	
Cash	\$ 4,345,648
Investments	<u>38,425,976</u>
Total Cash and Investments	<u>\$ 42,771,624</u>

Cash and investments as of June 30, 2005 consist of the following:

Deposits:	
Cash on Hand and in Banks	\$ 1,099,608
Cash in Revolving Fund	74,250
Pooled Funds:	
Cash in County Treasury	3,171,790
Investments	<u>38,425,976</u>
Total Cash and Investments	<u>\$ 42,771,624</u>

### **Investments Authorized by the District's Investment Policy**

The District is authorized to make direct investments in local agency bonds; notes or warrants within the State; U.S. Treasury instruments; registered State warrants or treasury notes; securities of the U.S. Government, or its agencies; bankers acceptances; commercial paper; certificates of deposit placed with commercial banks and/or savings and loan companies; repurchase or reverse repurchase agreements; medium term corporate notes; shares of beneficial interest issued by diversified management companies/certificates of participation, obligations with first priority security; and collateralized mortgage obligations. The District's investment policy does not contain any specific provisions intended to limit the District's exposure to **interest rate risk, credit risk, and concentration of credit risk.**

**NOTE 2 – CASH AND INVESTMENTS (Continued)**

**Investments Authorized by Debt Agreements (Continued)**

Investments of debt proceeds held by bond trustee are governed by provisions of the debt agreements, rather than the general provisions of the California Government Code or the District’s investment policy. The table below identifies the **investment types** that are authorized for investments held by bond trustee. The table also identifies certain provisions of these debt agreements that address **interest rate risk, credit risk, and concentration of credit risk.**

<u>Authorized Investment Type</u>	<u>Maximum Maturity</u>
Pre-refunded Municipal Obligations	None
State Obligations	None
U.S. Treasury Obligations	None
U.S. Agency Securities	None
Banker’s Acceptances	360 days
Commercial Paper	270 days
Money Market Mutual Funds	N/A
Investment Contracts	30 years
County Investment Pool	None

**Disclosures Relating to Interest Rate Risk**

Interest rate risk is the risk that changes in market interest rates will adversely affect the fair value of an investment. Generally, the longer the maturity of an investment, the greater the sensitivity of its fair value to changes in market interest rates.

Information about the sensitivity of the fair values of the District’s investments to market interest rate fluctuations is provided by the following table that shows the maturity date of each investment:

<u>Investment Type</u>		<u>Maturity Date</u>
County Investment Pool	\$ 3,171,790	None
Money Market	1,394,815	None
Certificates of Deposit	75,000	None
Investment Contracts	<u>36,956,161</u>	December 1, 2024
Total	<u>\$ 41,597,766</u>	

Generally, the risk is the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization.

**Concentration of Credit Risk**

The investment policy of the District contains no limitations on the amount that can be invested in any one issuer beyond that stipulated by the California Government Code.

Investments in any one issuer that represent 5% or more of total investments and **by reporting unit** (primary government, discretely presented component unit, governmental activities, major fund, non-major funds in the aggregate, etc.) are as follows:

\$39,956,161 of the cash and investments (including amounts held by bond trustee) reported in the Proprietary Funds are held in the form of a non-negotiable AA-rated investment contract issued by SunAmerica, Inc. that matures on December 1, 2024.



**NOTE 2 – CASH AND INVESTMENTS (Continued)**

**Custodial Credit Risk**

Custodial credit risk for *deposits* is the risk that, in the event of the failure of a depository financial institution, a government will not be able to recover its deposits or will not be able to recover collateral securities that are in the possession of an outside party. The California Government Code and the District's investment policy do not contain legal or policy requirements that would limit the exposure to custodial credit risk for deposits, other than the following provision for deposits: The California Government Code requires that a financial institution secure deposits made by state or local governmental units by pledging securities in an undivided collateral pool held by a depository regulated under state law (unless so waived by the governmental unit). The market value of the pledged securities in the collateral pool must equal at least 110% of the total amount deposited by the public agencies. California law also allows financial institutions to secure City deposits by pledging first trust deed mortgage notes having a value of 150% of the secured public deposits.

\$1,545,709 of the District's deposits with financial institutions in excess of federal depository insurance limits were held in uncollateralized accounts.

The custodial risk for *investments* is the risk that, in the event of the failure of the counterparty (e.g., broker-dealer) to a transaction a government will not be able to recover the value of its investment of collateral securities that are in the possession of another party. The California Government Code and the District's investment policy do not contain legal or policy requirements that would limit the exposure to custodial credit risk for investments. With respect to investments, custodial credit risk generally applies only to direct investments in marketable securities. Custodial credit risk does not apply to a local government's indirect investment in securities through the use of mutual funds or government investment pools.

**NOTE 3 – ACCOUNTS RECEIVABLE**

Receivables at June 30, 2005, consist of the following:

	General Fund	Special Revenue Funds	Debt Service Funds	Capital Project Funds	Enterprise Funds	Internal Service Funds	Trust Funds	Total
Federal Government								
Categorical aid	\$ 193,850	\$ 29,496	\$ -	\$ -	\$ -	\$ -	\$305,263	\$ 528,609
State Government								
Categorical aid	1,938,414	80,228	-	501,826	-	-	560	2,521,028
Lottery	599,643	-	-	-	-	-	-	599,643
Local Government								
Taxes	571,187	-	-	-	-	-	-	571,187
Interest	30,411	778	2,616	5,149	-	1,212	166	40,332
Other Local Sources	499,768	-	-	-	79,985	-	-	579,753
<b>Total</b>	<b>\$3,833,273</b>	<b>\$110,502</b>	<b>\$ 2,616</b>	<b>\$506,975</b>	<b>\$79,985</b>	<b>\$ 1,212</b>	<b>\$305,989</b>	<b>\$4,840,552</b>

#### **NOTE 4 – CAPITAL ASSETS**

The following is a schedule of capital asset additions and deletions for the year ending June 30, 2005.

	Balance Beginning of Year	Additions	Deletions	Balance End of Year
Capital Assets, Not Being Depreciated				
Land	\$ 766,682	\$ -	\$ -	\$ 766,682
Construction in progress	1,799,687	429,174	-	2,228,861
Total Capital Assets, Not Being Depreciated	2,566,369	429,174	-	2,995,543
Capital Assets Being Depreciated				
Land improvements	3,436,667	-	-	3,436,667
Buildings	48,812,141	544,853	-	49,356,994
Infrastructure	1,748,405	-	-	1,748,405
Machinery and Equipment	5,536,161	185,554	-	5,721,715
Vehicles	946,845	-	-	946,845
Total Capital Assets Being Depreciated	60,480,219	730,407	-	61,210,626
Less: Accumulated Depreciation				
Land improvements	(2,796,377)	128,833	-	(2,925,210)
Buildings	(12,404,317)	865,235	-	(13,269,552)
Infrastructure	(263,490)	28,084	-	(291,574)
Machinery and Equipment	(3,544,869)	306,992	-	(3,851,861)
Vehicles	(737,785)	30,317	-	(768,102)
Total Accumulated Depreciation	(19,746,838)	1,359,461	-	(21,106,299)
Total Capital Assets Being Depreciated, Net	40,733,381	(629,054)	-	40,104,327
Capital Assets, Net	<u>\$43,299,750</u>	<u>\$ (199,880)</u>	<u>\$ -</u>	<u>\$43,099,870</u>

Depreciation expense for the year was \$1,359,461.

#### **NOTE 5 – INTERFUND TRANSACTIONS**

##### **A. Interfund Receivables/Payables (Due To/Due From)**

Interfund receivable and payable balances consist of amounts owed between funds as a result of the time lag between the date that (1) interfund goods and services are provided or reimbursable expenditures occur, (2) transactions recorded in the accounting system, and (3) payments between funds occur. These interfund transactions have been eliminated through consolidation within the entity-wide financial statements.

##### **B. Operating Transfers**

Operating transfers between District funds are used to (1) move revenues from the fund that statute or budget requires to collect them to the fund that statute or budget requires to expend them and (2) move receipts restricted to debt service from the funds collecting the receipts to the debt service fund as debt service payments become due, to finance various programs accounted for in other funds in accordance with budgetary authorizations. These operating transfers have been eliminated through consolidation within the entity-wide financial statements.

**NOTE 6 – ACCOUNTS PAYABLE**

Accounts payable at June 30, 2005 consist of the following:

	General Fund	Special Revenue Funds	Capital Project Funds	Proprietary Funds	Trust and Agency Funds	Total
Accrued Payroll	\$1,262,413	\$ 148,461	\$ -	\$ -	\$ -	\$1,410,874
Invoices and Other	995,665	29,588	-	338,049	396,279	1,759,581
Construction	-	-	369,592	-	-	369,592
<b>Total</b>	<b>\$2,258,078</b>	<b>\$ 178,049</b>	<b>\$ 369,592</b>	<b>\$ 338,049</b>	<b>\$ 396,279</b>	<b>\$3,540,047</b>

**NOTE 7 – DEFERRED REVENUES**

Deferred revenue at June 30, 2005 consists of the following:

Enrollment Fees	\$ 73,099
Other	126,472
<b>Total</b>	<b>\$ 199,571</b>

**NOTE 8 – LONG-TERM DEBT****A. Long-Term Debt Summary**

A schedule of changes in long-term debt for the year ended June 30, 2005, is shown below:

	Beginning Balance	Additions	Deductions	Ending Balance	Amount Due Within One Year
Compensated Absences (net)	\$ 1,294,417	\$ -	\$ (16,154)	\$ 1,278,263	\$ -
Postemployment Benefits (net)	891,219	450,508	-	1,341,727	220,003
1997 Certificates of Participation	53,450,000	-	-	53,450,000	200,000
Capital Leases	3,267,647	-	(914,976)	2,352,671	930,727
Early Retirement	242,570	-	-	242,570	-
<b>Total</b>	<b>\$59,145,853</b>	<b>\$450,508</b>	<b>\$ (931,130)</b>	<b>\$58,665,231</b>	<b>\$1,350,730</b>

**B. Compensated Absences**

Accumulated unpaid employee vacation benefits as of June 30, 2005 are \$1,278,263.

**C. Postemployment Benefits**

The District provides postemployment health care and other retirement benefits, in accordance with District employment contracts, for eligible employees who retire from the District on or after attaining age 50 for PERS and age 55 for STRS with at least 10 years of service until the retiree is eligible for Medicare at age 65. Currently, 11 faculty, 11 management and 12 classified employees meet these eligibility requirements. Expenditures for postemployment benefits are recognized on a pay-as-you-go basis for retirees' premiums. During the 2004-05 fiscal year, the District paid \$0 for the 34 employees eligible for postemployment.

**NOTE 8 – LONG-TERM DEBT (Continued)**

**C. Postemployment Benefits (Continued)**

The approximate future liability for the District at June 30, 2005, amounted to \$1,341,727. This amount was calculated based on the number of retirees receiving benefits, multiplied by the yearly District payment per employee in effect at June 30, 2005, with a three percent COLA for subsequent year, multiplied by the number of years of payments remaining.

**D. Certificates of Participation (COP)**

1997 Certificates of Participation. On December 1, 1997, the District issued \$53,450,000 of Certificates of Participation (1997 Capital Improvement Refinancing Project). The certificates are due in installments beginning December 1, 2005, and continuing until December 1, 2028, they bear an adjustable interest rate as determined by the trust document. The interest rate at June 30, 2005 was 2.32%. Future interest due is calculated based on the interest rate in effect at June 30, 2005. The proceeds were used to refinance the 1994 and 1996 COP's and will be repaid through facilities lease payments, which approximate the required debt service.

Certificates will be due each year as follows:

<u>Year Ending June 30,</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2006	\$ 200,000	\$ 1,140,895	\$ 1,340,895
2007	300,000	1,231,920	1,531,920
2008	400,000	1,223,800	1,623,800
2009	500,000	1,213,360	1,713,360
2010	600,000	1,200,600	1,800,600
2011-2015	4,650,000	5,728,660	10,378,660
2016-2020	10,800,000	4,876,640	15,676,640
2021-2025	17,500,000	3,219,000	20,719,000
2026-2029	18,500,000	887,400	19,387,400
Total	<u>\$ 53,450,000</u>	<u>\$ 20,722,275</u>	<u>\$ 74,172,275</u>

**E. Early Retirement**

The District offered, to eligible miscellaneous classified employees, an early retirement under the Public Employees' Retirement System. The District has entered into contracts with 11 eligible employees for the early retirement, which will result in either a net savings to the District or an overall reduction in the workforce of the organizational unit. The outstanding contract amount for this early retirement offering as of June 30, 2005, is \$242,570.

**NOTE 8 – LONG-TERM DEBT (Continued)**

**F. Capital Leases**

The District's liability on lease agreements with options to purchase are summarized below:

	Vehicles	Computers and Equipment	Relocatables	Total
Balance, Beginning of Year	\$ 31,308	\$ 1,661,073	\$ 1,575,266	\$ 3,267,647
Payments/Adjustments	(19,290)	(388,554)	(507,132)	(914,976)
Balance, End of Year	<u>\$ 12,018</u>	<u>\$ 1,272,519</u>	<u>\$ 1,068,134</u>	<u>\$ 2,352,671</u>

The capital leases have minimum payments as follows:

Year Ending June 30,	Lease Payment
2006	\$ 1,037,031
2007	1,024,738
2008	<u>462,472</u>
Subtotal	2,524,241
Less: Amount Representing Interest	<u>(171,570)</u>
Present Value of Minimum Lease Payments	<u>\$ 2,352,671</u>

**NOTE 9 – EMPLOYEE RETIREMENT SYSTEMS**

Qualified employees are covered under multiple-employer contributory retirement plans maintained by agencies of the State of California. Certificated employees may be members of the State Teachers' Retirement System (STRS) and classified employees may be members of the California Public Employees' Retirement System (CalPERS). Non-members may be members of the alternate retirement system.

**A. PARS-ARS**

Plan Description

The District contributes to the Public Agency Retirement System Alternate Retirement System (PARS-ARS), a defined contribution retirement plan administered by the District. PARS-ARS employs a corporate Trustee and Trust Administrator who receives and invests contributions to the Plan and manages the assets of the Trust. Contributions for the fiscal year 2004-05 were \$62,372.

Funding Policy

Active plan members contribute 3.75% of their salary and the District contributes the equivalent 3.75%. Interest earnings on the plan investments minus administrative costs are credited to the members accounts monthly and accumulate tax-free until withdrawal.

## **NOTE 9 – EMPLOYEE RETIREMENT SYSTEMS (Continued)**

### **B. PERS**

#### Plan Description

The District contributes to the California Public Employees' Retirement System (CalPERS) as required by law; a cost-sharing multiple-employer public employee retirement system defined benefit pension plan administered by CalPERS. The plan provides retirement and disability benefits, annual cost-of-living adjustments, and death benefits to plan members and beneficiaries. Benefit provisions are established by State statutes, as legislatively amended, within the Public Employees' Retirement Laws. CalPERS issues a separate comprehensive annual financial report that includes financial statements and required supplementary information. Copies of the CalPERS' annual financial report may be obtained from the CalPERS Executive Office, 400 P Street, Sacramento, California 95814.

#### Funding Policy

Active plan members are required to contribute 7.0% of their salary and the District is required to contribute an actuarially determined rate. The actuarial methods and assumptions used for determining the rate are those adopted by the CalPERS Board of Administration. The required employer contribution rate for fiscal year 2004-05 was 9.95% of annual payroll. The contribution requirements of the plan members are established by State statute. The District's contributions to CalPERS for the fiscal year ended June 30, 2005, 2004, and 2003 were \$915,562, \$989,232, and \$263,179, respectively, and equal 100 percent of the required contributions for each year.

### **C. STRS**

#### Plan Description

The District contributes to the State Teachers' Retirement System (STRS), a cost-sharing multiple-employer public employee retirement system defined benefit pension plan administered by STRS. The plan provides retirement and disability benefits and survivor benefits to beneficiaries. Benefit provisions are established by State statutes, as legislatively amended, within the State Teachers' Retirement Law. STRS issues a separate comprehensive annual financial report that includes financial statements and required supplementary information. Copies of the STRS annual financial report may be obtained from the STRS, 7667 Folsom Boulevard, Sacramento, California 95826.

#### Funding Policy

Active plan members are required to contribute 8.0% of their salary and the District is required to contribute an actuarially determined rate. The actuarial methods and assumptions used for determining the rate are those adopted by the STRS Teachers' Retirement Board. The required employer contribution rate for fiscal year 2004-05 was 8.25% of annual payroll. The contribution requirements of the plan members are established by State statute. The District's contributions to STRS for the fiscal year ending June 30, 2005, 2004, and 2003 were \$1,294,564, \$1,268,659, and \$1,231,122, respectively, and equal 100 percent of the required contributions for each year.

## **NOTE 10 – COMMITMENTS AND CONTINGENCIES**

### **A. State and Federal Allowances, Awards and Grants**

The District has received State and Federal funds for specific purposes that are subject to review and audit by the grantor agencies. Although such audits could generate expenditure disallowances under terms of the grants, in the opinion of management any required reimbursements will not be material.

**NOTE 10 – COMMITMENTS AND CONTINGENCIES (Continued)**

**B. Litigation**

Litigation is subject to many uncertainties, and the outcome of individual litigated matters is not predictable with assurance. It is reasonably possible that the matter discussed in the foregoing paragraph could be decided unfavorably to the District and could require the District to pay damages or make other expenditures. Based on an estimate by legal counsel the potential liability could be up to \$500,000.

A former employee alleges discrimination by the District during their employment based upon a disability due to not being given reasonable accommodation. Should the plaintiff prevail in this matter, they would be entitled to all unmitigated back pay and benefits from the date of their termination to the date of judgment, plus an award of front pay, adjusted to present value, from the date of judgment to an anticipated retirement date, net of mitigation, if any. In addition to back pay and front pay, the plaintiff could receive an award for emotional distress of an unknown amount plus attorney's fees. The plaintiff will not be entitled to double recovery, and any amount awarded to her in the writ petition would be an offset to anything awarded in the discrimination case.

**C. Operating Leases**

The District leases certain office equipment under operating leases. These leases expire in accordance with contracts through 2008 as follows:

<u>Year Ended June 30,</u>	<u>Lease Payment</u>
2006	\$ 183,425
2007	79,224
2008	79,224
2009	13,224
2010	10,629
Total	<u>\$ 365,726</u>

**NOTE 11 – PARTICIPATION IN PUBLIC ENTITY RISK POOLS AND JOINT POWERS AUTHORITIES**

The District is a member of the Southern California Employees' Benefit Association (SCEBA), the State-Wide Association of Community Colleges (SWACC), Schools' Excess Liability Fund (SELF), and Protected Insurance Program for Schools (PIPS) public entity risk pools. The District pays an annual premium to each entity for its health, workers' compensation, and property liability coverage. The relationships between the District and the pools are such that they are not component units of the District for financial reporting purposes.

These entities have budgeting and financial reporting requirements independent of member units and their financial statements are not presented in these financial statements; however, fund transactions between the entities and the District are included in these statements. The District's share of year-end assets, liabilities or fund equity has not been calculated. Audited financial statements are available from the respective entities.

**NOTE 11 – PARTICIPATION IN PUBLIC ENTITY RISK POOLS AND JOINT POWERS AUTHORITIES**  
(Continued)

A. <u>Entity</u>	Southern California Schools Employee Benefit Association (SCSEBA)	State-Wide Association of Community Colleges (SWACC)	Schools' Excess Liability Fund (SELF)
B. <u>Purpose</u>	Provides health benefit coverage.	Provides general liability and property coverage.	Provides excess liability.
C. <u>Participants</u>	Community colleges and school districts in Southern California.	Community college districts.	School districts and community colleges throughout the state.
D. <u>Governing Board</u>	A representative from member districts.	A representative from member districts.	Sixteen elected members from participating districts.

**NOTE 12 – RETIREE BENEFITS**

The District provides a Tax Shelter Annuity Plan for all eligible employees, as defined in the Plan documents. Participants may contribute a portion of their fringe benefits under a 403(b) plan, which has a maximum deferral limit of \$13,000 if under age 50, and \$15,000 if over age 50. The District will not make matching contributions to the Plan on behalf of participants. However, the District absorbs some costs associated with the administration of the Plan.

**NOTE 13 – TAX AND REVENUE ANTICIPATION NOTES**

On July 1, 2004, the District issued \$3,195,000 Tax and Revenue Anticipation Notes bearing interest at 2.00 percent. Interest and principal are due and payable on June 30, 2005. On June 30, 2005, the District made the required payments. As such, the cash and outstanding liability are not included in these financial statements.

**NOTE 14 – SUBSEQUENT EVENTS**

Tax and Revenue Anticipation Notes

The District participates in the California Community College Financing Authority as a member of a pooled group.

The District issued \$2,175,000 Tax and Revenue Anticipation Notes dated July 1, 2005. The notes mature on June 30, 2006, and yield 2.62 percent interest. The notes were sold to supplement their cash flow.



**SUPPLEMENTARY INFORMATION**

**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT  
ORGANIZATION  
FOR THE YEAR ENDED JUNE 30, 2005**

Victor Valley College is a public community college operated under the Education Code of the State of California. The Community College District was established by authority of the voters who created the District in 1960. The College began classes in 1961. The present campus was started in 1963 and opened its doors to students in 1965. The College District encompasses an area of approximately 2,200 square miles and includes the communities of Adelanto, Apple Valley, Cedar Springs, Helendale, Hesperia, Lucerne Valley, Oro Grande, Phelan, Wrightwood, Los Flores, and Victorville. The College is a part of a Statewide system of community colleges jointly supported by the State and Local districts and functioning under the advisory supervision of the State Board of Governors. The Board of Trustees is the governing body of Victor Valley Community College District, acting through the Superintendent/President of the District.

**BOARD OF TRUSTEES**

<u>MEMBER</u>	<u>OFFICE</u>	<u>TERM EXPIRES</u>
JA Range	President	November 2006
Dennis Henderson	Vice President	November 2005
Dorothy Franke, Ph.D.	Trustee	November 2005
Thomas M. Elder, II	Trustee	November 2006
Bettye Underhill, Ph.D.	Clerk	November 2005

**ADMINISTRATION**

Patricia Spencer, Ph.D.	Superintendent/President
Jeffrey Cooper	Executive Vice President/Deputy Superintendent, Instruction
Bruce Baron	Vice President, Administrative Services
Willard Lewallen, Ph.D.	Vice President, Student Services

See accompanying note to supplementary information.

**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT  
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS  
FOR THE YEAR ENDED JUNE 30, 2005**

Federal Grantor/Pass-Through Grantor/Program	Federal Catalog Number	Pass- Through Entity Identifying Number	Federal Expenditures
<b>U.S. DEPARTMENT OF EDUCATION</b>			
Direct Programs:			
Title V - Higher Education			
Federal Work Study [1]	84.033	*	\$ 298,069
Supplemental Educational Opportunity Grant (SEOG) [1]	84.007	*	225,600
SEOG - Administrative Allowance [1]	84.007	*	11,903
Pell Grants [1]	84.063	*	9,480,602
Pell Grants - Administrative Allowance [1]	84.063	*	13,853
Student Financial Aid Administrative Allowance [1]	84.033	*	553,012
Federal Loans [1]	84.032	*	351,254
Higher Education Act (TRIO)			
Title IV Student Support Services	84.042A	*	183,911
Hispanic-Serving Grant	10.223	*	41,094
Passed Through State Department of Education:			
Temporary Assistance Needy Families	93.558	*	102,971
Vocational and Applied Technology Education Act			
Title I-Part C	84.048	*	430,387
Title II-C	84.048	03578	
Title III-E Tech Prep	84.023	03578	6,000
Passed Through State Chancellor's Office:			
Workforce Development	84.346	03578	100,228
Total Department of Education			<u>11,798,884</u>
<b>U.S. DEPARTMENT OF VETERAN'S AFFAIRS</b>			
Direct Program:			
Veterans Education	64.116	*	<u>1,200</u>
<b>U.S. DEPARTMENT OF HUMAN SERVICES</b>			
Passed Through State Department of Education:			
Child Care Center Program	93.596	00321	<u>821,927</u>
Total Federal Expenditures			<u>\$ 12,622,011</u>

\* Pass-Through Entity Identifying Number Not Applicable  
[1] Major program

See accompanying note to supplementary information.

**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT  
SCHEDULE OF WORKLOAD MEASURES FOR PROGRAM-BASED FUNDING  
FOR THE YEAR ENDED JUNE 30, 2005**

CATEGORIES	Revised Reported Data	Audit Adjustments	Audited Data
<b>A. Credit Full-Time Equivalent Student (FTES)</b>			
1. Weekly census	6,474.98	-	6,474.98
2. Daily census	1,287.62	-	1,287.62
3. Actual hours of attendance	375.56	-	375.56
4. Independent study/work experience	43.79	-	43.79
5. Summer intersession	745.60	-	745.60
Subtotal	<u>8,927.55</u>	-	<u>8,927.55</u>
<b>B. Noncredit FTES</b>			
1. Actual hours of attendance	365.91	-	365.91
2. Summer intersession	22.88	-	22.88
Subtotal	<u>388.79</u>	-	<u>388.79</u>
Total FTES	<u>9,316.34</u>	-	<u>9,316.34</u>
1. Credit	423.74	-	423.74
2. Noncredit	121.61	-	121.61
Total Basic Skills	<u>545.35</u>	-	<u>545.35</u>
<b>D. Gross Square Footage</b>			
1. Existing facilities	<u>452,495.00</u>	-	<u>452,495.00</u>
Total Gross Square Footage			
<b>E. FTES Generated in Leased Space of Less Than 100%</b>	<u>0.00</u>	-	<u>0.00</u>

See accompanying note to supplementary information.

**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT  
RECONCILIATION OF ANNUAL FINANCIAL AND BUDGET REPORT  
WITH AUDITED FINANCIAL STATEMENTS  
FOR THE YEAR ENDED JUNE 30, 2005**

There were adjustments to the Annual Financial and Budget Reports (CCFS-311) which required reconciliation to the audited financial statements at June 30, 2005.

	General Fund	Debt Service Funds	Child Development Fund	Capital Outlay Project Fund	Bookstore Fund
<b>FUND BALANCE</b>					
Balance, June 30, 2005 (CCFS-311)	\$2,143,467	\$38,918,502	\$ 204,676	\$ 665,697	\$1,078,864
Increase/(Decrease) in Due From Other Funds	-	-	-	-	-
(Increase)/Decrease in Account Payable	(38,204)	-	115	-	(73,472)
(Increase)/Decrease in Due To Other Funds	-	-	-	-	-
(Increase)/Decrease in Fund Balance	-	-	-	-	(201,771)
<b>Balance, June 30, 2005</b>	<b><u>\$2,105,263</u></b>	<b><u>\$38,918,502</u></b>	<b><u>\$ 204,791</u></b>	<b><u>\$ 665,697</u></b>	<b><u>\$ 803,621</u></b>

	Cafeteria Fund	Self Insurance Fund	Health Trust Fund	Student Center Fee Fund	Associated Student Body Fund
<b>FUND BALANCE</b>					
Balance, June 30, 2005 (CCFS-311)	\$ 179,765	\$ 232,954	\$ 20,093	\$ 8,170	\$ 94,343
Increase/(Decrease) in Due From Other Funds	1,372	-	-	-	1,009
(Increase)/Decrease in Account Payable	-	-	-	-	-
(Increase)/Decrease in Due To Other Funds	(69,963)	-	-	-	(9,322)
(Increase)/Decrease in Fund Balance	-	-	-	-	-
<b>Balance, June 30, 2005</b>	<b><u>\$ 111,174</u></b>	<b><u>\$ 232,954</u></b>	<b><u>\$ 20,093</u></b>	<b><u>\$ 8,170</u></b>	<b><u>\$ 86,030</u></b>

See accompanying note to supplementary information.

**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT  
NOTE TO SUPPLEMENTARY INFORMATION  
FOR THE YEAR ENDED JUNE 30, 2005**

**NOTE 1 – PURPOSE OF SCHEDULES**

A. Schedule of Expenditures of Federal Awards

The accompanying schedule of expenditures of Federal awards includes the Federal grant activity of the District and is presented on the modified accrual basis of accounting. The information in this schedule is presented in accordance with the requirements of the United States Office of Management and Budget Circular A-133, *Audits of State, Local Governments, and Non-Profit Organizations*. Therefore, some amounts presented in this schedule may differ from amounts presented in, or used in the preparation of, the general-purpose financial statements.

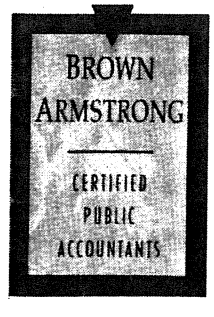
B. Schedule of Workload Measures for Program-Based Funding

Full-Time Equivalent Students (FTES) is a measurement of the number of pupils attending classes of the District. The purpose of attendance accounting from a fiscal standpoint is to provide the basis on which apportionments of State funds are made to community college districts. This schedule provides information regarding the attendance of students throughout the District.

C. Reconciliation of Annual Financial and Budget Report with Audited Financial Statements

This schedule provides the information necessary to reconcile the fund balance of all funds reported on the Form CCFS-311 to the audited financial statements.

**OTHER REPORTS**



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Chris M. Thornburgh, CPA

**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER  
FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS  
BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN  
ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS**

Eric H. Xin, CPA, MBA  
Lynn R. Krausse, CPA, MST  
Bradley M. Hankins, CPA  
Rosalva Flores, CPA  
Connie M. Perez, CPA  
Sharon Jones, CPA, MST  
Diana Branthoover, CPA  
Matthew Gilligan, CPA  
Dominic Brown, CPA  
Ryan Johnson, CPA

**Board of Trustees**  
Victor Valley Community College District  
Victorville, California

We have audited the financial statements of the business-type activities of Victor Valley Community College District as of and for the year ended June 30, 2005, which collectively comprise Victor Valley Community College District's basic financial statements and have issued our report thereon dated October 14, 2005. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States.

Internal Control Over Financial Reporting

In planning and performing our audit, we considered Victor Valley Community College District's internal control over financial reporting in order to determine our auditing procedures for the purpose of expressing our opinion on the financial statements and not to provide an opinion on the internal control over financial reporting. However, we noted certain matters involving the internal control over financial reporting and its operation that we consider to be reportable conditions. Reportable conditions involve matters coming to our attention relating to significant deficiencies in the design or operation of the internal control over financial reporting that, in our judgment, could adversely affect the District's ability to record, process, summarize and report financial data consistent with the assertions of management in the financial statements. Reportable conditions are described in the accompanying Schedule of Findings and Questioned Costs as item 2005-2.

A material weakness is a reportable condition in which the design or operation of one or more of the internal control components does not reduce to a relatively low level the risk that misstatements caused by error or fraud in amounts that would be material in relation to the financial statements being audited may occur and not be detected within a timely period by employees in the normal course of performing their assigned functions. Our consideration of the internal control over financial reporting would not necessarily disclose all matters in the internal control that might be reportable conditions and, accordingly, would not necessarily disclose all reportable conditions that are also considered to be material weaknesses. However, we believe none of the reportable conditions described above is a material weakness.



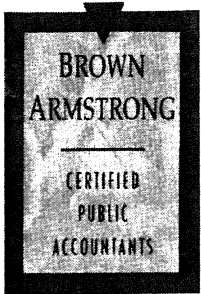
Compliance and Other Matters

As part of obtaining reasonable assurance about whether Victor Valley Community College District's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed an instance of noncompliance or other matters that are required to be reported under *Government Auditing Standards*, which are described in the accompanying schedule of findings and questioned costs as item 2005-1.

This report is intended solely for the information and use of the Board of Trustees, Management, the California State Chancellor's Office, and Federal awarding agencies and pass-through entities and is not intended to be and should not be used by anyone other than these specified parties.

BROWN ARMSTRONG PAULDEN  
McCOWN STARBUCK & KEETER  
ACCOUNTANCY CORPORATION

Bakersfield, California  
October 14, 2005



**BROWN ARMSTRONG PAULDEN  
McCOWN STARBUCK & KEETER**  
Certified Public Accountants

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**INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE WITH REQUIREMENTS  
APPLICABLE TO EACH MAJOR PROGRAM AND INTERNAL CONTROL OVER  
COMPLIANCE IN ACCORDANCE WITH OMB CIRCULAR A-133**

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Matthew Gilligan, CPA  
Dominic Brown, CPA  
Ryan Johnson, CPA

Board of Trustees  
Victor Valley Community College District  
Victorville, California

Compliance

We have audited the compliance of Victor Valley Community College District with the types of compliance requirements described in the *U.S. Office of Management and Budget (OMB) Circular A-133 Compliance Supplement* that are applicable to each of its major Federal programs for the year ended June 30, 2005. Victor Valley Community College District's major federal programs are identified in the summary of auditor's results section of the accompanying Schedule of Findings and Questioned Costs. Compliance with the requirements of laws, regulations, contracts and grants applicable to each of its major Federal programs is the responsibility of Victor Valley Community College District's management. Our responsibility is to express an opinion on Victor Valley Community College District's compliance based on our audit.

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Those standards and OMB Circular A-133 require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major Federal program occurred. An audit includes examining, on a test basis, evidence about Victor Valley Community College District's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion. Our audit does not provide a legal determination on Victor Valley Community College District's compliance with those requirements.

In our opinion, Victor Valley Community College District complied, in all material respects, with the requirements referred to above that are applicable to each of its major Federal programs for the year ended June 30, 2005. However, the results of our auditing procedures disclosed an instance of noncompliance with these requirements that is required to be reported in accordance with OMB Circular A-133 and which is described in the accompanying Schedule of Findings and Questioned Costs as item 2005-1.

### Internal Control Over Compliance

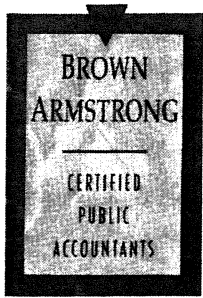
The management of Victor Valley Community College District is responsible for establishing and maintaining effective internal control over compliance with requirements of laws, regulations, contracts and grants applicable to Federal programs. In planning and performing our audit, we considered Victor Valley Community College District's internal control over compliance with requirements that could have a direct and material effect on a major Federal program in order to determine our auditing procedures for the purpose of expressing our opinion on compliance and to test and report on internal control over compliance in accordance with OMB Circular A-133.

Our consideration of the internal control over compliance would not necessarily disclose all matters in the internal control that might be material weaknesses. A material weakness is a reportable condition in which the design or operation of one or more of the internal control components does not reduce to a relatively low level the risk that noncompliance with applicable requirements of laws, regulations, contracts, and grants caused by error or fraud that would be material in relation to a major federal program being audited may occur and not be detected within a timely period by employees in the normal course of performing their assigned functions. We noted no matters involving the internal control over compliance and its operation that we consider to be material weaknesses.

This report is intended for the information of the Board of Trustees, Management, the California State Chancellor's Office, and Federal awarding agencies and pass-through entities. However, this report is a matter of public record and its distribution is not limited.

BROWN ARMSTRONG PAULDEN  
McCOWN STARBUCK & KEETER  
ACCOUNTANCY CORPORATION

Bakersfield, California  
October 14, 2005



**BROWN ARMSTRONG PAULDEN  
McCOWN STARBUCK & KEETER**  
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**INDEPENDENT AUDITOR'S REPORT ON STATE COMPLIANCE**

Board of Trustees  
Victor Valley Community College District  
Victorville, California

We have audited the basic financial statements of the Victor Valley Community College District (the District) as of and for the year ended June 30, 2005, and have issued our report thereon dated October 14, 2005.

Our audit was made in accordance with auditing standards generally accepted in the United States of America and the standards for the financial and compliance audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and *California Community Colleges Contracted District Audit Manual*, issued by the Chancellor's Office. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

The District's management is responsible for the District's compliance with laws and regulations. In connection with the audit referred to above, we selected and tested transactions and records to determine the District's compliance with the following state laws and regulations in accordance with Section 400 of the Chancellor's Office California Community Colleges Contracted District Audit Manual:

**General Directives**

Management Information System Implementation-Required Data Elements

**Administration**

- Fiscal operations-Salaries of Classroom Instructors (50 Percent Law)
- Fiscal operations-Gann Limit Calculation
- Apportionments-Residency Determination for Credit Courses
- Apportionments-Students Actively Enrolled
- Apportionments-Concurrent Enrollment of K-12 Students In Community College Credit Courses
- Apportionments-Appportionment for Instructional Service Agreements/Contracts
- Apportionments-Enrollment Fees
- Open Enrollment

Educational Programs

Student Services

Matriculation-Uses of Matriculation Funds

Special Programs

Extended Opportunity Programs and Services-(EOP&S) Allocation of Costs

Extended Opportunity Programs and Services-EOP&S

Facilities

Scheduled Maintenance Programs.

Based on our audit, we found that, for the items tested, the Victor Valley Community College District complied with the State laws and regulations of the State programs referred to above, except as described in the Findings and Recommendations section of this report. Further, based on our audit, for items not tested, nothing came to our attention to indicate that the Victor Valley Community College District had not complied with the State laws and regulations.

This report is intended for the information of the Board of Trustees, the audit committee, management, and various County, State and Federal regulatory agencies, and should not be used for any other purpose. This restriction is not intended to limit the distribution of this report, which is a matter of public record.

BROWN ARMSTRONG PAULDEN  
McCOWN STARBUCK & KEETER  
ACCOUNTANCY CORPORATION

Bakersfield, California  
October 14, 2005

**FINDINGS AND QUESTIONED COSTS SECTION**

**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT  
SUMMARY OF AUDITOR'S RESULTS  
FOR THE YEAR ENDED JUNE 30, 2005**

1. Summary of Auditor's Results

**FINANCIAL STATEMENTS**

Type of auditor's report issued:	Unqualified
Internal control over financial reporting:	
Material weaknesses identified?	No
Reporting conditions identified not considered to be material weaknesses:	Yes
Noncompliance material to financial statements noted?	No

**FEDERAL AWARDS**

Internal control over major programs:	
Material weaknesses identified?	No
Reporting conditions identified not considered to be material weaknesses	Yes
Type of auditor's report issued on compliance for major programs:	Unqualified
Any audit findings disclosed that are required to be reported in Accordance with Circular A-133, Section .510(a)	Yes
Identification of major programs:	

<u>CFDA Numbers</u>	<u>Name of Federal Program or Cluster</u>
84.063, 84.007, 84.033, 84.032	Financial Aid Cluster
84.048	Vocational Education

Dollar threshold used to distinguish between Type A and Type B programs:	\$ 368,123
Auditee qualified as low-risk auditee?	No

**STATE AWARDS**

Internal control over state programs:	
Material weaknesses identified?	No
Reporting conditions identified not considered to be material weaknesses?	Yes
Type of auditor's report issued on compliance for state programs:	Unqualified

**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT  
SCHEDULE OF CURRENT YEAR FINDINGS AND QUESTIONED COSTS  
FOR THE YEAR ENDED JUNE 30, 2005**

The following findings represent reportable conditions, and instances of noncompliance related to the financial statements that are required to be reported in the accordance with government audit standards generally accepted in the United States of America. The findings have been coded as follows:

Five Digit Code  
30000

AB 3627 Finding Type  
Internal Control

1. Findings Relating to Financial Statements Required Under GAGAS

**2005-1** Finding – Return of Title IV Funds (30000)

District is not returning Title IV funds in the required 30 days after determining a student has withdrawn. This is due to the MIS department not providing the necessary list of students on a bi-weekly basis as district procedure requires.

Recommendation

Financial Aid department should be allowed to query the list as needed rather than having to depend upon the MIS department for the required information.

Client Response

Per Sharon Groom, Director of Financial Aid, a consultant has been brought in to assist in generating the needed list of students, thus eliminating the MIS department from the process and streamlining the compiling and calculation process.

**2005-2** Finding – Reconciliation of Enrollment Fee Revenue

The District was unable to provide an adequate reconciliation between enrollment fee revenue calculated based on Full-time Equivalent Students (FTES) and the amounts posted to the general ledger.

Recommendation

The accounting system, Datatel, should be modified to allow separate reporting of enrollment fees from other student revenues. This will enable accounting personnel to reconcile enrollment fees to the amounts posted to the general ledger. The reconciliation is necessary to ensure that amounts reported in the financial statements are accurate and properly supported.

Client Response

The District's MIS personnel are working with the County to configure the Datatel system to allow separate reporting of all student paid fees. With this modification to the system, accounting personnel will be able to provide the necessary reconciliation.



**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT  
SCHEDULE OF PRIOR YEAR FINDINGS AND QUESTIONED COSTS  
FOR THE YEAR ENDED JUNE 30, 2005**

**2004-1** Finding – Employee Files (30000)

During our testing of controls, we noted that three full-time contracts for Certificated employees were not signed by employees. Per discussion with payroll and human resources personnel, some tenured and tenure-track employees do not sign their full time contracts as they know they will be paid regardless of having an unsigned contract on file. Additionally, we noted that a file copy of a "Payroll Request for Payment of Special Assignments" was not signed by one employee. Payroll had a copy of the signed "Payroll Request for Payment of Special Assignments" and it was subsequently included in the employee's personnel file.

Recommendation

The Human Resources department should remove the signature line for all contracts not requiring a signature. Files should be complete and accurate. It is important that payroll controls are evaluated on a regular basis to ensure compliance with payroll procedures in place.

Current Year Status

District provided adequate explanation and proof of effective payroll controls to resolve finding.

**2004-2** Finding – State Compliance (30000)

During our review of State Compliance it was noted that figures used to calculate current expense of education (CEE), which is a component of the CCFS-311-Annual Financial and Budget Report, were not reconciled to the June 30, 2003 financial statements, resulting in overstated expenditures of \$334,006. This overstatement will not cause the District to fall below the 50% threshold; therefore, the District is still in compliance. The specific reports were the "Annual Financial and Budget Report" and the "Budget Summary Report" as of June 30, 2005.

Recommendation

Reports should be reviewed and differences reconciled to ensure that they are in agreement. Proper adjustments should be made to ensure agreement with the CCFS-311-Annual Financial and Budget Report.

Current Year Status

Implemented.

**2004-3** Finding – Financial Aid Fund (60000)

During our analysis of the Financial Aid Fund we noted that prior year revenues and expenses were not closed to the Fund Balance account in the accounting program used to keep track of this funds activities.

Recommendation

The District should ensure that all funds are closed at the end of the year to ensure accurate accounting reporting throughout the year.

Current Year Status

Implemented.

**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT  
SCHEDULE OF PRIOR YEAR FINDINGS AND QUESTIONED COSTS (Continued)  
FOR THE YEAR ENDED JUNE 30, 2005**

**2004-4** Finding – CCFS-311 Report (30000)

During the reconciliation of CCFS-311-Annual Financial and Budget Report to the financial statements, we noted that revenues, expenditures, and beginning fund balance for most funds did not agree with General Ledger as of June 30, 2005. Prior Period Adjustments posted on General Ledger were not reported on CCFS-311-Annual Financial and Budget Report or vice versa; revenues and expenditures reported on CCFS-311-Annual Financial and Budget Report were not recorded in the General Ledger. The District also failed to post prior year adjusting journal entries, which contributed to the differences.

Recommendation

The person who prepares the 311 Report should collaborate with fiscal services to get the correct financial data to prepare the report. The Director of Fiscal Services should review the report after it is prepared to ensure the accuracy of the report. The Director of Fiscal Services should ensure that all audit adjustments are posted in the General Ledger.

Current Year Status

Implemented.

**2004-5** Finding – Due From/Due To (30000)

During our testing of the District's accounts we noted that the District is not properly keeping track of amounts Due From and Due To Other Funds. These amounts were recorded either as Accounts Receivables or Accounts Payables.

Recommendation

Due to the limitations with the County accounting system we recommend that the District's Due From and Due To Other Funds Accounts be maintained and tracked separately from Accounts Receivables and Accounts Payables by designating them as such within the Accounts Receivable and Accounts Payable accounts.

Current Year Status

Implemented.

**2004-6** Finding – Fixed Assets (20000)

During the testing of fixed assets we noted that detailed reports generated out of the fixed asset module provided by District personnel did not agree to balances provided as of June 30, 2005. This was a result of the fixed asset module not being updated on a regular basis.

Recommendation

The District should modify internal procedures for maintaining the fixed asset inventory, updating as additions and disposals occur, calculation of depreciation and accumulated depreciation expense, and financial reporting. Purchases above the threshold for capitalization and any disposals of capital assets should be recorded in a timely manner. In addition, all purchases under the capitalization threshold should be recorded as other operating expense rather than capital outlay, unless they are part of a single large capital project where they should be tracked in construction-in-progress. Once a project is complete, all associated purchases should be totaled and the amount deleted from construction-in-progress and an addition to the proper fixed asset category should be made.

Current Year Status

Implemented.

**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT  
SCHEDULE OF PRIOR YEAR FINDINGS AND QUESTIONED COSTS (Continued)  
FOR THE YEAR ENDED JUNE 30, 2005**

**2004-7** Finding – Receipts/Transfers (30000)

During our testing of Bookstore cash receipts and transfers we noted that two cash transfers that should have been made from the Bookstore account to the ASB and Auxiliary accounts were not made.

Recommendation

A person independent of transfer responsibilities should review all transfers made at the end of each reconciliation period.

Current Year Status

Implemented.

**2004-8** Finding – Disbursements (30000)

We were unable to verify compliance with cash disbursements procedures for two expenditures due to District personnel not being able to provide support.

Recommendation

District personnel should ensure that support for all cash disbursements is adequately filed.

Current Year Status

Implemented.

**2004-9** Finding – Inventory Observation (20000)

During our inventory observation of the Bookstore we noted that inventory received as of year-end was not entered into the system and therefore not counted as inventory at June 30, 2005. Also, old and obsolete textbooks are kept on the floor long after impairment is known to have occurred.

Recommendation

All inventory received prior to year-end should be entered into the system to ensure that it is counted as part of inventory at June 30. A loss should be recognized at the point in time that it is apparent that impairment of inventory has occurred.

Current Year Status

Implemented.

FEBRUARY 14, 2006

## ADMINISTRATIVE SERVICES

TOPIC: AGREEMENT - SCHOOL ADVISORS

TO THE SUPERINTENDENT/PRESIDENT:

The College is moving in the direction of a General Obligation (GO) bond offering that will support the educational and facilities master plan needs as they begin to develop in detail this spring. A bond campaign is usually divided into two phases. Phase I is the information and education phase in which the college, with the assistance of a specialized consultant, develops an effective communications strategy consisting of an evaluation of current facilities conditions along with educational and facilities goals. This information is then further developed to provide information to the various constituency groups in the community to increase knowledge and awareness of the college programs and needs. This Phase I process is a college-based process and is approved by the College Board of Trustees. Phase II of the process is the political campaign which occurs outside of the college and the Board's purview.

The district wishes to enter into an agreement with School Advisors to perform the Phase I services as detailed in the attached agreement.

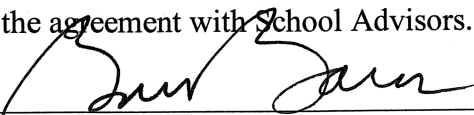
Fiscal Impact: \$45,000 plus expenses (the vendor is located in Ontario which will minimize out-of-pocket costs). Although the VVC Board of Trustees is approving this agreement the funding will come from the VVC Foundation which has been, and continues to, fundraise for the purpose of supporting a bond campaign.

## RECOMMENDATION:

It is recommended that the Board of Trustees approve the agreement with School Advisors.

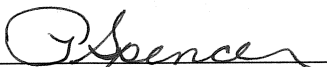
REFERENCE FOR AGENDA: YES

Signed:

  
Vice President, Administrative Services

TRANSMITTED TO THE BOARD WITH A FAVORABLE RECOMMENDATION:

Signed:

  
Superintendent/President

ACTION TAKEN BY THE BOARD:

MOTION \_\_\_\_\_

SECOND \_\_\_\_\_

INFORMATION ONLY \_\_\_\_

# AGREEMENT FOR SERVICES

This agreement is made between School Advisors ("Consultant") and Victor Valley Community College District ("Client"). Principal and direct services as described in this agreement are to be provided by Ariane Lehew, School Advisors, with support from School Advisors staff as directed/needed.

The parties agree as follows:

## 1. Services to be Performed:

Consultant shall, as a professional contractor, with consultation from the Client and for the direct benefit of Client, perform services to evaluate and build community awareness and understanding of Client's educational programs and facilities needs. These services include:

- (a) Evaluating the Client's facilities plan and making recommendations and revisions as needed to the plan for effective communication and requirements of Proposition 39;
- (b) Conducting in-person evaluations of educational facility conditions and needs, interviewing faculty, maintenance personnel and other key staff;
- (c) Directing the development of the demographic database and providing an analysis/recommendations for use to the Client;
- (d) Preparing a written summary of educational facilities needs, which includes input from faculty, administrators and others as appropriate;
- (e) Evaluating Client's previous/current public information efforts, and designing and implementing a public information program to enhance community knowledge about educational facilities needs;
- (f) Coordinating the timing/activities of demographic consultant, public research/polling firm, facilities planning/funding consultants, architects, financial advisors, bond counsel, and appropriate district staff; and
- (g) Providing/presenting written recommendation to the Client regarding the feasibility of a district wide general obligation bond measure, including bond amount, tax rate, timing/type of election.

## 2. Compensation:

As compensation for the services to be performed by Consultant during the term of this Agreement, as defined in Section 7 thereof, Client shall pay to Consultant a fee of Forty-Five Thousand Five Hundred Dollars (\$45,000). Said fee is exclusive of outside consultants and/or vendor fees and shall be paid, as follows:

### Payment Schedule

- a) First payment of Three Thousand Dollars (\$3,000.00) due and payable February 6, 2006;
- b) Six subsequent monthly payments of Seven Thousand Dollars (\$7,000.00) due and payable on the 5<sup>th</sup> of each month, March through August 2006.

In the event payment is not received when due, in addition to any other remedies, Consultant may, in its sole discretion, terminate or suspend performance of this Agreement immediately without risk or liability unless Client has specified, in writing, that a particular charge is in dispute.

Client Initial \_\_\_\_\_

Consultant Initial \_\_\_\_\_

In addition to the fee stated, the Consultant shall be reimbursed for out-of-pocket expenses for reasonable and necessary travel and lodging, teleconferencing, and/or express delivery service incurred in providing Services hereunder. Allowed expenses shall not to exceed Five Hundred Dollars (\$500) per month without prior approval of Client. Consultant shall not be reimbursed for customary office expenses such as phone, fax, copying, etc. Reimbursable expenses shall be charged by Consultant and reimbursed by Client within thirty (30) days following presentation of each invoice or statement from Consultant.

**3. Vendor Costs and Payments:**

Subject to prior approval by Client, Consultant may contract with vendors of goods or services for Client's community awareness efforts. Payment of vendor costs shall be Client's sole responsibility, and shall be in addition to any other fees for Consultant's services provided by this Agreement.

Vendor costs within the meaning of this provision shall include, but are not limited to, expenses for: printing, graphic artwork, demographic data, opinion research, mailing services, and postage.

**4. Due Diligence and Lack of Warranty:**

Consultant shall exercise due diligence and efforts consistent with industry standards in performing the services required by this Agreement. Consultant makes no warranty, express or implied, as to the results of the services provided.

**5. Indemnification:**

Consultant shall hold Client, its officers, agents and employees, harmless, and will defend Consultant, its officers, agents and employees from any and all liability arising from or related to the negligent performance of this Agreement, including third party legal actions caused by the negligent acts of the Consultant.

Client shall hold Consultant, its officers, agents and employees, harmless, and will defend Consultant, its officers, agents and employees from any and all liability arising from or related to the negligence of the Client, including third party legal actions caused by the negligent acts of the Consultant.

**6. Effect of Waiver:**

The failure of one party to insist on strict compliance by the other with any of the terms, covenants, or conditions in this Agreement shall not be deemed a waiver of that term, covenant or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.

**7. Duration and Termination:**

The term of this Agreement shall commence upon its execution, signified by the signature of Client, to the Terms & Conditions of this agreement, and shall continue through August 5, 2006 (the "term"). To the extent Consultant renders any Services whatsoever beyond the end of the Term, Consultant shall be paid a flat fee of Three Thousand Five Hundred Dollars (\$3,500.00) per month for each month or any part thereof Services are rendered by Consultant beyond the Term of this Agreement.

Client Initial \_\_\_\_\_

Consultant Initial \_\_\_\_\_

Client shall have the right to terminate this Agreement at any time that consultant is unwilling or unable to perform the services required by the terms of this Agreement in a timely fashion, or for other substantial cause, upon thirty (30) days written notice. If termination is not for substantial cause, Consultant shall be paid its entire fee due under the conditions of this Agreement.

For the purposes of this Agreement, "substantial cause" shall be deemed a substantial failure of Consultant to perform its duties as specified in this Agreement in Section 1, Services to be Performed, or a breach by Consultant of any other terms in Agreement. In the event that the Client terminates this Agreement prior to completion of services, or the Client chooses to engage the Consultant for partial or less than full services the Client agrees to indemnify, defend and hold the Consultant harmless from and against any and all claims, liabilities, suits, demands, losses, costs and expenses, including, but not limited to, reasonable attorneys' fees, accruing to or resulting from any and all persons, firms, or any other legal entity, on account of any damage or loss to property or persons, including, but not limited to, death, arising out of the services performed, except for that portion of the total of such loss or liability as is equal to the portion of total loss or liability for the losses or damages found by a court or forum of competent jurisdiction to be attributable to the negligent of the Consultant.

Failure by Client to make timely payments of fees, vendor costs, or other expenses arising from performance of this Agreement by Consultant shall constitute grounds by which Consultant may elect immediate termination or otherwise suspend performance of Agreement.

In the event of a termination by consultant, Client shall pay the outstanding balance of all fees due to Consultant provided in Section 2 of this agreement within thirty (30) days of the termination.

**8. Ownership of Work Product:**

All materials developed by the Consultant for use by the College during the term of this agreement shall mutually belong to the Client and the Consultant and either party may use those materials in perpetuity. For example, slogans, brochures, videos, or other materials developed during this agreement, will be the result of mutual collaborative effort. The resulting products may be used by the college in future marketing campaigns and shall be available for this (or any) purpose. The Consultant may also use these materials to market Consultant's practice as examples of Consultants work product.

**9. Interest on Late Charges:**

Interest equal to the lesser of 1.5% per month or the maximum rate of interest permitted by law shall be charged on any payment under this Agreement not paid in full on the date due, and any balance due and unpaid more than thirty (30) days after presentation of any statement or invoice from Consultant, unless Client notifies Consultant, in writing, of any charges that are not thought to be in accordance with the Agreement. In this instance, the Client will pay the undisputed portion of the invoice within the thirty (30) day period and the balance within thirty (30) days of resolution of the disputed costs.

**10. Assignment Prohibited:**

No party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempt to assign such rights or obligations shall be null and void.

Client Initial \_\_\_\_\_

Consultant Initial \_\_\_\_\_

**11. Limitation of Liability:**

In recognition of the relative risks and benefits of the project to both the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Consultant and his sub-consultants to the Client for any and all claims, losses, costs, damages, of any nature whatsoever or claims expenses from any cause or causes, so that the total aggregate liability of the Consultant and his sub-consultants to all those named shall not exceed the Consultants total fee for services rendered on this project.

Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty.

**12. Mediation:**

In an effort to resolve any conflicts that arise during the term of this Agreement or following the completion of this Agreement, the Client and Consultant agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbonding mediation unless the Parties mutually agree otherwise. The Client and Consultant further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, subconsultants, suppliers, or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

**13. Attorney Fees and Expenses:**

In the event of any lawsuit arising from this Agreement, the prevailing party shall be entitled to recover its costs, such as reasonable attorney fees and expenses, which include statutory court costs.

**14. Venue:**

In case suit or if any action is brought to enforce this Agreement or any claim arising hereunder, it is agreed that the venue of such suit or action shall be in San Bernardino County, California.

**15. Notice:**

All notices given by the parties hereto to the other shall be deemed made when issued in writing, addressed to such party at its address set forth under its signature to this Agreement, and deposited in the United States mail.

**16. Severability:**

If any term or provision of this Agreement shall be found illegal or unenforceable, then, notwithstanding, this Agreement shall remain in full force and effect and such term or provision shall be deemed stricken.

Client Initial \_\_\_\_\_

Consultant Initial \_\_\_\_\_



**17. Confidentiality:**

Client agrees that Client shall not during, or at any time following termination of Agreement with Consultant, disclose or divulge to other parties, including but not limited to other school districts, the specific terms of this Agreement, except in response to a request pursuant to the Public Records Act or as otherwise required by law.

**18. State Audit:**

Pursuant to and in accordance with the provisions of Government Code Section 8546.7, or any amendments thereto, all books, records and files of Client, Consultant, or any subcontractor connected with the performance of this Agreement involving the expenditure of public funds in excess of Ten Thousand Dollars (\$10,000.00), including, but not limited to the administration thereof, shall be subject to the examination and audit of the State Auditor of the State of California, at the request of Client or as part of any audit of Client, for a period of three (3) years after final payment is made under this Agreement. Consultant shall preserve and cause to be preserved such books, records and files for the audit period.

**19. Entire Agreement:**

This Agreement supersedes any and all other agreements, whether oral or in writing, between the parties with respect to the subject of this Agreement. This Agreement contains all of the covenants and agreements between the parties with respect to the subject matter of this Agreement, and each party acknowledges that no representations, inducements, promises or agreements have been made by or on behalf of any party except those contained herein.

No other agreement, statement or promise not contained herein shall be valid or binding. If the parties mutually agree to make subsequent amendments to this Agreement, all such amendments must be in writing and executed by the parties to be valid or binding.

In witness whereof, Client & Consultant have executed this Agreement effective this \_\_\_\_\_ day of \_\_\_\_\_, 2006 at \_\_\_\_\_, California.

**Client:**

Victor Valley Community College District

By: \_\_\_\_\_  
Mr. Bruce Baron  
Vice President Administrative Services

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

**Consultant:**

School Advisors

By: \_\_\_\_\_  
Thomas Cavanagh  
Executive Vice President

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

ADMINISTRATIVE SERVICES

FEBRUARY 14, 2006

TOPIC: AGREEMENT – RELIABLE GRAPHICS

TO THE SUPERINTENDENT/PRESIDENT:

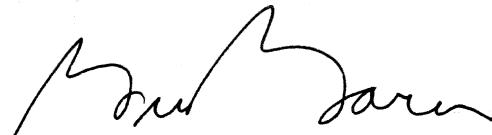
The district wishes to enter in an agreement with Reliable Graphics for blueprint and specification printing of construction plans for the Speech/Drama Addition Project as requested by contractors. Reliable Graphics will upload and maintain these plans and Specifications electronically via their web site @ ReliableGraphics.com.

Fiscal Impact: \$ 35,000.00 (This project is State funded and will be 100% reimbursable to the district through Fund 71.)

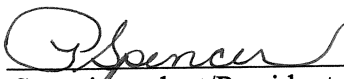
RECOMMENDATION:

It is recommended the Board of Trustees approve the agreement with Reliable Graphics as submitted.

REFERENCE FOR AGENDA: YES

Signed:   
Vice President, Administrative Services

TRANSMITTED TO THE BOARD WITH A FAVORABLE RECOMMENDATION:

Signed:   
Superintendent/President

ACTION TAKEN BY THE BOARD:

MOTION \_\_\_\_\_

SECOND \_\_\_\_\_

INFORMATION ONLY \_\_\_\_



Color Graphics  
On-line Services  
Digital Color Scan  
Presentation Graphics  
Presentation Black+White

**CONTRACT / AGREEMENT**

**Services**

We are a full service reprographics house in business for 28 years, with seven branch offices throughout Southern California. Our products and services include Digital Plotting, Digital Bond Sets, Scanning, Archiving, Online Plan Rooms (**PlanWell**), Document Management, Facilities Management and Supplies Sales. Our full-service production facility includes large color printers (plus mounting and laminating)

**Pricing Terms**

Prices are valid for the first twelve months of this contract; all prices are based on prompt payment within the terms of this agreement, which stipulates payment within 30 days of invoice date.

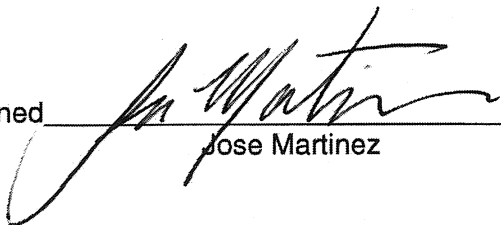
**Custom Billing**

Reliable Graphics billing department has the ability to customize many aspects of the billing process. A representative of our department could meet with your accounting team to review all options to ensure your billing invoices are formatted to meet your specifications. We will make sure that they contain all pertinent information your company requires in order to process your invoices efficiently.

This agreement together with Customers Credit Application constitutes the entire Agreement between Reliable Graphics and **Victor Valley College**. These services Are provided for the **Speech Drama Addition** Project, not to exceed **\$35,000.00** the parties acknowledge that there are no oral representations or Other agreements not expressly contained herein.

Agreement for Printing and Reprographics Services is accepted this 13 day of January, 2006

Signed \_\_\_\_\_ Date \_\_\_\_\_  
Name of Client Representative

Signed  \_\_\_\_\_ Date 1-13-06  
Jose Martinez

HUMAN RESOURCES

FEBRUARY 14, 2006

TOPIC: ACADEMIC SECOND YEAR CONTRACT RECOMMENDATIONS

TO THE BOARD OF TRUSTEES:

Pursuant to the requirements of Education Code 87608.5, second year contract employees must be evaluated in accordance with established procedures and these evaluations must be reviewed by the Board of Trustees prior to formal action. Second year contract employees to be evaluated:

James Comer	History	Tom Turner	Fire Technology
David Gibbs	Biology	Brian Hendrickson	Paramedic

Recommendations for these employees may be to:

- a) Not enter into a contract for the following academic year
- b) Enter into a contract for the following two academic years
- c) Employ as a regular employee for all subsequent academic years (tenure)

Fiscal impact: Budgeted item

RECOMMENDATION:

Following closed session, recommendations will be made regarding the contract status of the employees listed above.

REFERENCE FOR AGENDA: NO

Signed W. Spencer  
 Director of Human Resources

TRANSMITTED TO THE BOARD WITH A FAVORABLE RECOMMENDATION.

Signed W. Spencer  
 Superintendent/President

ACTION TAKEN BY THE BOARD:

MOTION \_\_\_\_\_

SECOND \_\_\_\_\_

Ayes \_\_\_ Noes \_\_\_

INFORMATION ONLY \_\_\_\_\_

115

HUMAN RESOURCES

FEBRUARY 14, 2006

TOPIC: ACADEMIC TENURE RECOMMENDATIONS

TO THE BOARD OF TRUSTEES:

Pursuant to the requirements of Education Code 87609, third consecutive contract employees must be evaluated in accordance with established procedures, and these evaluations must be reviewed by the Board of Trustees prior to formal action. Third consecutive contract employees to be evaluated:

Jaclyn Trost	Counseling	Hinrich Kaiser	Biology
Steve Toner	Math	David Graham	Music
Terry Truelove	Nursing		

Recommendations for these employees may be to:

- I. Employ the probationary employee as a tenured employee for all subsequent academic years
- II. Not employ the probationary employee as a tenured employee

Fiscal impact: budgeted item

RECOMMENDATION:

Following closed session, recommendations will be made regarding the contract status of the employees listed above.

REFERENCE FOR AGENDA: NO

Signed W. SCHMIDT  
 Director of Human Resources

TRANSMITTED TO THE BOARD WITH A FAVORABLE RECOMMENDATION.

Signed R. Spencer  
 Superintendent/President

ACTION TAKEN BY THE BOARD:

MOTION \_\_\_\_\_

SECOND \_\_\_\_\_

Ayes \_\_\_ Noes \_\_\_

INFORMATION ONLY \_\_\_\_\_

HUMAN RESOURCES

FEBRUARY 14, 2006

TOPIC: ACADEMIC RESIGNATIONS

TO THE BOARD OF TRUSTEES:

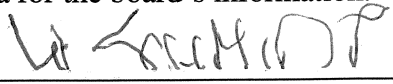
The following academic resignation has been received and accepted by the superintendent/president per Board Policy 7350:

- 1. Sharon Satchell, nursing instructor, effective June 10, 2006.

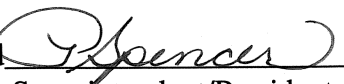
RECOMMENDATION:

The resignation listed above is included in the agenda for the board's information.

REFERENCE FOR AGENDA: NO

Signed   
 Director of Human Resources

TRANSMITTED TO THE BOARD WITH A FAVORABLE RECOMMENDATION.

Signed   
 Superintendent/President

ACTION TAKEN BY THE BOARD:

MOTION \_\_\_\_\_

SECOND \_\_\_\_\_

Ayes \_\_\_ Noes \_\_\_

INFORMATION ONLY   X

HUMAN RESOURCES

FEBRUARY 14, 2006

TOPIC: SUBSTITUTES PROVIDED THROUGH CONTRACT

TO THE BOARD OF TRUSTEES:

The following positions require substitutes. Employees of Select Personnel will be assigned to Victor Valley College in accordance with the contract between the district and Select Personnel. Board. Approval for these individuals is not required since the board has previously approved the contractual arrangement that allows Select Personnel to assign temporary workers upon district request.

<u>Position</u>	<u>Reason for Substitute</u>
Warehouse delivery worker	In recruitment
A & R Assistant (50%)	In recruitment

Fiscal impact: Budgeted

RECOMMENDATION:

The above information is provided for board information.

REFERENCE FOR AGENDA: No

Signed W. S. CRUM  
Director of Human Resources

TRANSMITTED TO THE BOARD WITH A FAVORABLE RECOMMENDATION.

Signed [Signature]  
Superintendent/President

ACTION TAKEN BY THE BOARD:

MOTION \_\_\_\_\_

SECOND \_\_\_\_\_

Ayes \_\_\_ Noes \_\_\_

INFORMATION ONLY \_\_\_X\_\_\_

HUMAN RESOURCES

FEBRUARY 14, 2006

TOPIC: CLASSIFIED RESIGNATION

TO THE BOARD OF TRUSTEES:

The following classified resignations have been received and accepted by the superintendent/president per Board Policy 7350:

- 1. Carly Garcia, DSPS assistant/interpreter, effective January 27, 2006.
- 2. Robert L. Vanover, Instructional Assistant III, Welding, effective February 10, 2006.
- 3. Lori F. Ornelas, Administrative Secretary I, effective February 28, 2006.

RECOMMENDATION:

The resignations listed above are included in the agenda for the board's information.

REFERENCE FOR AGENDA: No

Signed [Signature]  
Director of Human Resources

TRANSMITTED TO THE BOARD WITH A FAVORABLE RECOMMENDATION.

Signed [Signature]  
Superintendent/President

ACTION TAKEN BY THE BOARD:

MOTION \_\_\_\_\_

SECOND \_\_\_\_\_

Ayes \_\_\_ Noes \_\_\_

INFORMATION ONLY   X



HUMAN RESOURCES

FEBRUARY 14, 2006

TOPIC: ADMINISTRATIVE/MANAGEMENT/CONFIDENTIAL RESIGNATION

TO THE BOARD OF TRUSTEES:

The following academic resignation for retirement has been received and accepted by the superintendent/president per Board Policy 7350:

- 1. Margarita Barbosa, administrative assistant, effective January 31, 2006.

RECOMMENDATION:

The resignation listed above is included in the agenda for the board's information.

REFERENCE FOR AGENDA: No

Signed W. SCHMIDT  
 Director of Human Resources

TRANSMITTED TO THE BOARD WITH A FAVORABLE RECOMMENDATION.

Signed P. Spencer  
 Superintendent/President

ACTION TAKEN BY THE BOARD:

MOTION \_\_\_\_\_

SECOND \_\_\_\_\_

Ayes \_\_\_ Noes \_\_\_

INFORMATION ONLY  X

INSTRUCTION

FEBRUARY 14, 2006

TOPIC: DR. PREM REDDY SCHOOL OF HEALTH SCIENCES  
REVISED ALLOCATION PLAN

TO THE SUPERINTENDENT/PRESIDENT:


A representative committee of faculty from Allied Health/Nursing and Respiratory Therapy have met with members of the community, Foundation, and administration to approve the revised 2005-2006 disbursements of funds from the Dr. Prem Reddy donation. The plan was submitted to the VVC Foundation Executive Committee, which unanimously approved the plan.

Fiscal Impact: This is a donation to the college from Dr. Reddy via the VVC Foundation.

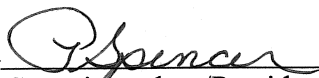
RECOMMENDATION:

The revised 2005-2006 allocation plan for the Dr. Prem Reddy School of Health Sciences is presented for the board's information.

REFERENCE FOR AGENDA: YES

Signed   
Interim Deputy Superintendent/Executive  
Vice President, Instruction

TRANSMITTED TO THE BOARD WITH A FAVORABLE RECOMMENDATION:

Signed   
Superintendent/President

ACTION TAKEN BY THE BOARD:

MOTION \_\_\_\_\_

SECOND \_\_\_\_\_

Ayes \_\_\_\_\_ Noes \_\_\_\_\_

INFORMATION ONLY  X

**DR. PREM REDDY SCHOOL OF HEALTH SCIENCE**  
**05-06 ALLOCATION PLAN (REALLOCATION PLAN)**

<b>PGM</b>	<b>ITEM</b>	<b>DETAILS</b>	<b>REALLOCATED</b>
RN	NCLEX 3500 Review	\$ 3,088.00	
	LVN to RN Course	\$ 5,000.00	
	ATI Comprehensive	\$ 3,000.00	
	Nursing Workshop - July 21	\$ 900.00	
	Mannequin Bag	\$ 185.00	
	Skin Cancer Model	\$ 65.00	
	Fibrocystic Breast Model	\$ 110.00	
	Breast Self Exam Models	\$ 265.00	
	Otoscope Set	\$ 120.00	
	Intramuscular Injection	\$ 550.00	
	<b>Paramedic to RN (program development)</b>		\$ 6,000.00
	<b>Hoyer Lift</b>		\$ 1,000.00
	<b>Reception Area Cabinet</b>		\$ 1,250.00
	<b>Training Videos</b>		\$ 1,800.00
	<b>Clinical Simulations - Software</b>		\$ 9,400.00
	<b>Printer</b>		\$ 1,300.00
	<b>Travel Stipend (Deans &amp; Directors)</b>		\$ 700.00
		<b>\$ 13,283.00</b>	<b>\$ 21,450.00</b>
RT	Education Videos	\$ 967.33	
	Ventilator(s)	\$ 30,000.00	\$ 10,000.00
		<b>\$ 30,967.33</b>	<b>\$ 10,000.00</b>
PARA	Gurneys	\$ 4,600.00	
	Backboards	\$ 196.00	
	Straps	\$ 143.20	
	Breathsaver Bag	\$ 278.00	
	Aluminum O2 Dtank	\$ 676.00	
	INOVO Core O2 Regulator	\$ 73.95	
	Megacode Kelly	\$ 10,881.00	
	Megacode Kid	\$ 7,021.50	
	VitalSim Control Unit	\$ 7,570.20	
	Tax	\$ 2,783.18	
	<b>Cardiac Monitor - Zoyal</b>		\$ 11,000.00
	<b>Airway, EMT Trauma Equipment</b>		\$ 2,500.00
		<b>\$ 34,223.03</b>	<b>\$ 13,500.00</b>
AH	<b>Phlebotomy (program development)</b>		\$ 3,500.00
	<b>Pharmacy Tech (program development)</b>		\$ 15,000.00
		<b>\$ -</b>	<b>\$ 18,500.00</b>
SHARE	Bond Contribution	\$ -	
	Facilities Remodel	\$ -	
	CD Writers	\$ 550.00	
	Printer / Scanner	\$ 200.00	
	<b>Staff Development</b>		\$ 15,000.00
	<b>Stationery</b>		\$ 5,000.00
	<b>Digital Camera</b>		\$ 650.00
<b>New Computers</b>		\$ 11,100.00	
		<b>\$ 750.00</b>	<b>\$ 31,750.00</b>
FDN	<b>Reddy Luncheon</b>		\$ 750.00
	<b>Administration</b>	\$ 20,000.00	
	<b>TOTAL ALLOCATED</b>	<b>\$ 99,223.36</b>	<b>\$ 95,950.00</b>
	<b>TOTAL AVAILABLE</b>	<b>\$ 200,000.00</b>	<b>\$ 100,776.64</b>
	<b>REMAINING</b>	<b>\$ 100,776.64</b>	<b>\$ 4,826.64</b>

ADMINISTRATIVE SERVICES

FEBRUARY 14, 2006

TOPIC: MONTHLY FINANCIAL REPORTS

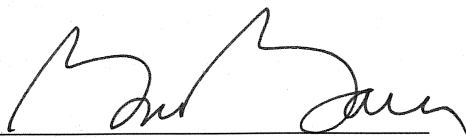
TO THE BOARD OF TRUSTEES:

Financial reports are being presented for the period ending November 30, 2005, for the General Fund (01), Debt Service Payment Fund (29), Capital Outlay Projects Fund (71), Child Development Center Fund (72), Student Center Fee Fund (73), and Insurance Trust Fund (75) and Health Trust Fund (78), ASB, Auxiliary Services, Bookstore and Federal Grant Funds.

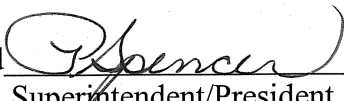
RECOMMENDATION:

This is an information only item.

REFERENCE FOR AGENDA: Yes

Signed   
Vice President Administrative Services

TRANSMITTED TO THE BOARD WITH A FAVORABLE RECOMMENDATION.

Signed   
Superintendent/President

ACTION TAKEN BY THE BOARD:

MOTION \_\_\_\_\_

SECOND \_\_\_\_\_

Ayes \_\_\_ Noes \_\_\_

INFORMATION ONLY   X

**VICTOR VALLEY COMMUNITY COLLEGE**  
**2005-2006 Financial Statements**  
**GENERAL FUND - FUND 01**  
**As of 12/31/05**

	Budget	Actual	Budget Remaining	Percentage Remaining
<b>Beginning Fund Balance 7/1/05</b>	\$ 2,105,263			
<b><u>Revenues</u></b>				
Federal	\$ 1,656,929	\$ 552,582	\$ 1,104,347	66.65%
State	\$ 33,449,402	\$ 16,640,584	\$ 16,808,818	50.25%
Local	\$ 13,028,727	\$ 5,173,748	\$ 7,854,979	60.29%
Transfers In	\$ -	\$ -	\$ -	0.00%
<b>Total Revenues</b>	<u>\$ 48,135,058</u>	<u>\$ 22,366,914</u>	<u>\$ 25,768,144</u>	53.53%
<b><u>Expenditures</u></b>				
Academic Salaries	\$ 17,488,954	\$ 7,186,266	\$ 10,302,688	58.91%
Classified Salaries	\$ 11,021,132	\$ 5,029,158	\$ 5,991,974	54.37%
Benefits	\$ 9,293,705	\$ 3,171,847	\$ 6,121,858	65.87%
Supplies	\$ 1,214,251	\$ 433,406	\$ 780,845	64.31%
Operating Expenses	\$ 6,845,711	\$ 2,647,741	\$ 4,197,970	61.32%
Capital Outlay	\$ 1,699,438	\$ 1,369,478	\$ 329,960	19.42%
Transfers, Grants, Contingency	\$ 233,072	\$ 76,475	\$ 156,597	67.19%
<b>Total Expenditures</b>	<u>\$ 47,563,191</u>	<u>\$ 19,837,896</u>	<u>\$ 27,725,295</u>	58.29%
 Excess Revenues/(Expenditures)	 \$ 571,867	 \$ 2,529,018		
 <b>Month Ending Fund Balance 12/31/05</b>		 \$ 4,634,281		
 <b>Projected Ending Fund Balance</b>	 \$ 2,677,130			

**VICTOR VALLEY COMMUNITY COLLEGE**  
**2005-2006 Financial Statements**  
**DEBT SERVICE PAYMENT - FUND 29**  
**As of 12/31/05**

	<b>Budget</b>	<b>Actual</b>	<b>Budget Remaining</b>	<b>Percentage Remaining</b>
<b>Beginning Fund Balance 7/1/05</b>	\$ 38,918,502			
<b><u>Revenues</u></b>				
Local Revenues	\$ 2,721,390	\$ 960,698	\$ 1,760,692	64.70%
Transfers In	\$ -	\$ -	\$ -	
<b><u>Total Revenues</u></b>	<b>\$ 2,721,390</b>	<b>\$ 960,698</b>	<b>\$ 1,760,692</b>	<b>64.70%</b>
<b><u>Expenditures</u></b>				
Debt Service Payments	\$ 1,239,000	\$ 129,811	\$ 1,109,189	89.52%
<b><u>Total Expenditures</u></b>	<b>\$ 1,239,000</b>	<b>\$ 129,811</b>	<b>\$ 1,109,189</b>	
Net Change in Fund Balance	\$ 1,482,390	\$ 830,887		
<b>Month Ending Fund Balance 12/31/05</b>		<b>\$ 39,749,389</b>		
<b>Projected Ending Fund Balance</b>	<b>\$ 40,400,892</b>			

**VICTOR VALLEY COMMUNITY COLLEGE**  
**2005-2006 Financial Statements**  
**CAPITAL OUTLAY PROJECTS - FUND 71**  
**As of 12/31/05**

	<b>Budget</b>	<b>Actual</b>	<b>Budget Remaining</b>	<b>Percentage Remaining</b>
<b>Beginning Fund Balance 7/1/05</b>	\$ 665,697			
<b><u>Revenues</u></b>				
State	\$ 22,239,000	\$ 247,394	\$ 21,991,606	98.89%
Redevelopment	\$ 75,000	\$ 456,151	\$ (381,151)	-508.20%
Local	\$ -	\$ 14,350	\$ (14,350)	
<b><u>Total Revenues</u></b>	<b>\$ 22,314,000</b>	<b>\$ 717,895</b>	<b>\$ 21,596,105</b>	<b>96.78%</b>
<b><u>Expenditures</u></b>				
Contracts	\$ -	\$ -	\$ -	
Sites	\$ -	\$ -	\$ -	0.00%
Buildings-New & Remodel	\$ 22,314,000	\$ 234,336	\$ 22,079,664	98.95%
Equipment	\$ -	\$ -	\$ -	
Transfers/Grants/Contingency	\$ -	\$ -	\$ -	0.00%
<b><u>Total Expenditures</u></b>	<b>\$ 22,314,000</b>	<b>\$ 234,336</b>	<b>\$ 22,079,664</b>	<b>98.95%</b>
 Net Change in Fund Balance	 \$ -	 \$ 483,559		
 <b>Month Ending Fund Balance 12/31/05</b>		 <b>\$ 1,149,256</b>		
 <b>Projected Ending Funding Balance</b>	 <b>\$ 665,697</b>			

**VICTOR VALLEY COMMUNITY COLLEGE**  
**2005-2006 Financial Statements**  
**CHILD DEVELOPMENT CENTER - FUND 72**  
**As of 12/31/05**

	Annual Budget	YTD Actual	Budget Remaining	Percentage Remaining
<b>Beginning Fund Balance 7/1/05</b>	\$ 204,791			
<b><u>Revenues</u></b>				
Federal	\$ 229,216	\$ 83,527	\$ 145,689	63.56%
State	\$ 697,638	\$ 290,217	\$ 407,421	58.40%
Local	\$ 36,346	\$ 6,612	\$ 29,734	81.81%
Transfers In	\$ -	\$ -	\$ -	
<b><u>Total Revenues</u></b>	<b>\$ 963,200</b>	<b>\$ 380,356</b>	<b>\$ 582,844</b>	<b>60.51%</b>
<b><u>Expenditures</u></b>				
Academic Salaries	\$ 435,184	\$ 162,021	\$ 273,163	62.77%
Classified Salaries	\$ 263,140	\$ 106,407	\$ 156,733	59.56%
Benefits	\$ 213,070	\$ 99,544	\$ 113,526	53.28%
Instructional Supplies	\$ 47,406	\$ 13,727	\$ 33,679	71.04%
Operating Expenses	\$ 4,400	\$ 654	\$ 3,746	85.14%
Reserve/Contingencies	\$ -	\$ -	\$ -	0.00%
<b><u>Total Expenditures</u></b>	<b>\$ 963,200</b>	<b>\$ 382,353</b>	<b>\$ 580,847</b>	<b>60.30%</b>
 Net Change in Fund Balance	 \$ -	 \$ (1,997)		
 <b>Month Ending Fund Balance 12/31/05</b>		 <b>\$ 202,794</b>		



**VICTOR VALLEY COMMUNITY COLLEGE**  
**2005-2006 Financial Statements**  
**STUDENT CENTER FEE - FUND 73**  
**As of 12/31/05**

	<b>Budget</b>	<b>Actual</b>	<b>Budget Remaining</b>	<b>Percentage Remaining</b>
<b>Beginning Fund Balance 7/1/05</b>	\$ 8,170			
<b><u>Revenues</u></b>	\$ 101,000	\$ 37,852	\$ 63,148	62.52%
<b><u>Expenditures</u></b>				
Transfers Out	\$ 101,000	\$ -	\$ 101,000	100.00%
Net Change in Fund Balance	\$ -	\$ 37,852		
<b>Month Ending Fund Balance 12/31/05</b>		\$ 46,022		

**VICTOR VALLEY COMMUNITY COLLEGE**  
**2005-2006 Financial Statements**  
**HEALTH TRUST FUND - FUND 75**  
**As of 12/31/05**

	<b>Budget</b>	<b>Actual</b>	<b>Budget Remaining</b>	<b>Percentage Remaining</b>
<b>Beginning Fund Balance 7/1/05</b>	\$ 20,093			
<b><u>Revenues</u></b>				
Interest Income	\$ 1,200	\$ 155	\$ 1,045	87.08%
Transfers In	\$ 10,000	\$ 1,919	\$ 8,081	0.00%
<b><u>Total Revenues</u></b>	<b>\$ 11,200</b>	<b>\$ 2,074</b>	<b>\$ 9,126</b>	<b>81.48%</b>
<b><u>Expenditures</u></b>				
Reserve For Contingencies	\$ 11,000	\$ -	\$ 11,000	100.00%
<b><u>Total Expenditures</u></b>	<b>\$ 11,000</b>	<b>\$ -</b>	<b>\$ 11,000</b>	
 Net Change in Fund Balance	 \$ 200	 \$ 2,074		
<b>Month Ending Fund Balance 12/31/05</b>		<b>\$ 22,167</b>		
 <b>Projected Ending Fund Balance</b>	 <b>\$ 20,293</b>			

**VICTOR VALLEY COMMUNITY COLLEGE**  
**2005-2006 Financial Statements**  
**RAMS BOOKSTORE**  
**As of 12/31/05**

	Budget	Actual	Budget Remaining	Percentage Remaining
<b>Beginning Fund Balance 7/1/05</b>	\$ 803,621			
<b><u>Revenues</u></b>	\$ 3,020,000	\$ 1,495,443	\$ 1,524,557	
Less: Cost of Goods Sold	\$ 2,300,000	\$ 1,120,745	\$ 1,179,255	
Gross Margin from Local Revenues	\$ 720,000	\$ 374,698	\$ 345,302	
Total Other Income		\$ 2,365		
<b><u>Total Revenues</u></b>	\$ 720,000	\$ 377,063	\$ 345,302	47.96%
<b><u>Expenditures</u></b>	\$ 720,000	\$ 205,789		
Estimated labor to be invoiced		\$ 76,500		
<b><u>Total Expenditures</u></b>	\$ 720,000	\$ 282,289	\$ 437,711	60.79%
 Revenues/(Expenditures)	 \$0	 \$ 94,774		
<b>Month Ending Fund Balance 12/31/05</b>		\$ 898,395		
<b>Projected Ending Fund Balance</b>	\$ 803,621			

**VICTOR VALLEY COMMUNITY COLLEGE**  
**2005-2006 Financial Statements**  
**AUXILIARY SERVICES**  
**As of 12/31/05**

	<b>Budget</b>	<b>Actual</b>	<b>Budget Remaining</b>	<b>Percentage Remaining</b>
<b>Beginning Fund Balance 7/1/05</b>	\$ 111,174			
<b><u>Revenues</u></b>	\$ 373,000	\$ 120,715	\$ 203,787	54.63%
Estimated "Due From" District		\$ 48,498		
<b><u>Total Revenues</u></b>	\$ 373,000	\$ 169,213		
<b><u>Expenditures</u></b>	\$ 470,000	\$ 156,655	\$ 244,645	52.05%
Estimated Labor to be invoiced "Due To" District		\$ 68,700		
<b><u>Total Expenditures</u></b>	\$ 470,000	\$ 225,355		
Revenues/(Expenditures)		\$ (56,142)		
<b>Month Ending Fund Balance 12/31/05</b>		\$ 55,032		
<b>Projected Ending Fund Balance</b>	\$ 14,174			

**VICTOR VALLEY COMMUNITY COLLEGE**  
**2005-2006 Financial Statements**  
**ASB FUND**  
**As of 12/31/05**

	<b>Budget</b>	<b>Actual</b>	<b>Budget Remaining</b>	<b>Percentage Remaining</b>
<b>Beginning Fund Balance 7/1/05</b>	\$ 86,030			
<b><u>Revenues</u></b>	\$ 155,000	\$ 66,969	\$ 79,836	51.51%
Estimated amount "Due From" District		\$ 8,195		
<b><u>Total Revenues</u></b>	\$ 155,000	\$ 75,164		
<b><u>Expenditures</u></b>	\$ 155,000	\$ 51,226	\$ 103,774	66.95%
<b><u>Total Expenditures</u></b>	\$ 155,000	\$ 51,226		
Revenues/(Expenditures)	\$ -	\$ 23,938		
<b>Month Ending Fund Balance 12/31/05</b>		\$ 109,968		
<b>Projected Ending Fund Balance</b>	\$ 86,030			

**VICTOR VALLEY COMMUNITY COLLEGE**  
**2005-2006 Financial Statements**  
**FEDERAL/STATE GRANT FUNDS**  
**As of 12/31/05**

	Budget	Actual	Budget Remaining	Percentage Remaining
<b>Beginning Fund Balance 7/1/05</b>	\$ 65,911			
<b><u>Revenues</u></b>				
PELL	\$ 4,551,147	\$ 4,633,557	\$ (82,410)	-1.81%
SEOG	\$ 310,138	\$ 287,200	\$ 22,938	7.40%
Direct Loan	\$ 350,000	\$ 155,007	\$ 194,993	55.71%
Cal Grant	\$ 680,000	\$ 412,641	\$ 267,359	39.32%
CARE	\$ 80,000	\$ 70,000	\$ 10,000	12.50%
TRIO	\$ 30,000	\$ 3,836	\$ 26,164	87.21%
EOPS	\$ 8,800	\$ -	\$ 8,800	100.00%
<b>Total Revenues</b>	<b>\$ 6,010,085</b>	<b>\$ 5,488,405</b>	<b>\$ 402,880</b>	<b>6.70%</b>
<b><u>Expenditures</u></b>				
PELL	\$ 4,551,147	\$ 4,679,102	\$ (127,955)	-2.81%
SEOG	\$ 310,138	\$ 286,600	\$ 23,538	7.59%
Direct Loan	\$ 350,000	\$ 124,931	\$ 225,069	64.31%
Cal Grant	\$ 680,000	\$ 410,649	\$ 269,351	39.61%
CARE	\$ 80,000	\$ 40,309	\$ 39,691	49.61%
TRIO	\$ 30,000	\$ -	\$ 30,000	100.00%
EOPS	\$ 8,800	\$ -	\$ 8,800	100.00%
Bank Charges	\$ -	\$ -	\$ -	
Origination Fee	\$ -	\$ -	\$ -	
<b>Total Expenditures</b>	<b>\$ 6,010,085</b>	<b>\$ 5,541,591</b>	<b>\$ 468,494</b>	<b>7.80%</b>
<b>Net Change in Fund Balance</b>	<b>\$ -</b>	<b>\$ (53,186)</b>		
<b>Month Ending Fund Balance 12/31/05</b>		<b>\$ 12,725</b>		
<b>Projected Ending Fund Balance</b>	<b>\$ 65,911</b>			

**VICTOR VALLEY COMMUNITY COLLEGE**  
**2005-2006 Financial Statements**  
**FEDERAL/STATE GRANT FUNDS**  
**As of 12/31/05**

	Budget	Actual	Budget Remaining	Percentage Remaining
<b>Beginning Fund Balance 7/1/05</b>	\$ 65,911			
<b><u>Revenues</u></b>				
PELL	\$ 4,551,147	\$ 4,633,557	\$ (82,410)	-1.81%
SEOG	\$ 310,138	\$ 287,200	\$ 22,938	7.40%
Direct Loan	\$ 350,000	\$ 155,007	\$ 194,993	55.71%
Cal Grant	\$ 680,000	\$ 412,641	\$ 267,359	39.32%
CARE	\$ 80,000	\$ 70,000	\$ 10,000	12.50%
TRIO	\$ 30,000	\$ 3,836	\$ 26,164	87.21%
EOPS	\$ 8,800	\$ -	\$ 8,800	100.00%
<b>Total Revenues</b>	<b>\$ 6,010,085</b>	<b>\$ 5,488,405</b>	<b>\$ 402,880</b>	<b>6.70%</b>
<b><u>Expenditures</u></b>				
PELL	\$ 4,551,147	\$ 4,679,102	\$ (127,955)	-2.81%
SEOG	\$ 310,138	\$ 286,600	\$ 23,538	7.59%
Direct Loan	\$ 350,000	\$ 124,931	\$ 225,069	64.31%
Cal Grant	\$ 680,000	\$ 410,649	\$ 269,351	39.61%
CARE	\$ 80,000	\$ 40,309	\$ 39,691	49.61%
TRIO	\$ 30,000	\$ -	\$ 30,000	100.00%
EOPS	\$ 8,800	\$ -	\$ 8,800	100.00%
Bank Charges	\$ -	\$ -	\$ -	
Origination Fee	\$ -	\$ -	\$ -	
<b>Total Expenditures</b>	<b>\$ 6,010,085</b>	<b>\$ 5,541,591</b>	<b>\$ 468,494</b>	<b>7.80%</b>
<b>Net Change in Fund Balance</b>	<b>\$ -</b>	<b>\$ (53,186)</b>		
<b>Month Ending Fund Balance 12/31/05</b>		<b>\$ 12,725</b>		
<b>Projected Ending Fund Balance</b>	<b>\$ 65,911</b>			