
AGENDA

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

This meeting will be electronically recorded.

April 12, 2005

CALL TO ORDER

3:00 p.m.

PLEDGE OF ALLEGIANCE

ACTION

1. CLOSED SESSION

- (a) Government Code Section 54956.9:
CONFERENCE WITH LEGAL COUNSEL —
EXISTING LITIGATION: four (4) cases
 Gloria Henderson vs. Victor Valley Community College,
 Bettye Underhill, Nick Halisky, VCVVS 030263;
 Nicholas Halisky and Cathleen Halisky vs. Victor Valley
 Community College District, Dennis Henderson, et. al, VCVVS 026112;
 Laymon Jordan vs. Victor Valley Community College District, VCVVS 034629;
 Chris Wagenseller vs. Victor Valley Community College District, VCVVS 035285
- (b) Government Code Section 54957.6: CONFERENCE WITH LABOR NEGOTIATORS
Agency designated representatives: Bill Schmidt,
Willard Lewallen, Jeff Cooper, Thomas O'Neil;
Employee organizations: CSEA, CTA
- (c) Government Code Section 54957:
DISCIPLINE/DISMISSAL/RELEASE OF A PUBLIC EMPLOYEE:
Three (3) positions
- (d) Government Code Section 54957: PUBLIC EMPLOYEE EVALUATION:
Superintendent/President
- (e) Government Code Section 54956.9(b):
CONFERENCE WITH LEGAL COUNSEL –
POTENTIAL LITIGATION: three (3) cases
- (f) Government Code Section 54957:
HEARING OF CHARGES OR COMPLAINTS AGAINST A PUBLIC EMPLOYEE
[NOTE: This item will only be heard in Closed Session if it is not heard in Public Session
as provided in Section 3.4.]

2. RECONVENE TO OPEN SESSION

6 p.m.

- 2.1 Action as a result of Closed Session
Consider action as a result of Closed Session

YES ___ NO ___

3. GOVERNING BOARD

- 3.1 Consider approval of the minutes of the March 8, 2005, regular Board meeting; and the minutes of the March 22, 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 ___

PUBLIC HEARING

- 3.4 PUBLIC HEARING ON CHARGES OR COMPLAINTS AGAINST A PUBLIC EMPLOYEE
One (1) Position
[NOTE: This item will be withdrawn if the affected individual does not request that the matter be heard in public.]

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
- 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.

5. CONSENT AGENDA

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

YES ___ NO ___

- a. Agreement (Amended), Child Development Services #GCTR-4316
Consider approval of the amended agreement (Amendment 02) with the California Department of Education for Child Development Services contract #GCTR-4316 for fiscal year 2004-2005. Fiscal Impact: Revenue to the District: \$7,314.
- b. Student Travel, Ancient Bristlecone Pines National Forest, Lone Pine, California
Consider approval of travel and gasoline expenses for faculty members Lee Kinney, Jim Previte, and students Amy Anderson, Thomas Barauna, Bonnie Langham, Joan Moore, Meagan Townsend, and Trisha Wymer, to attend a field study fieldtrip at Ancient Bristlecone Pines National Forest in Lone Pine, CA, from May 7-8, 2005. Fiscal Impact: Gas expenses for college vehicles. Students and staff are responsible for all other travel expenses.
- c. Out-of-State Travel, Great Basin National Park, North Las Vegas, Nevada
Consider approval of out-of-state travel for faculty members Lee Kinney and Jim Previte, and students Amy Anderson, Thomas Barauna, Bonnie Langham, Joan Moore, Meagan Townsend, and Trisha Wymer, to attend a field study fieldtrip to Great Basin National Park in North Las Vegas, Nevada, May 27-29, 2005. Fiscal Impact: Gas expenses for college vehicles, students and staff are responsible for all other travel expenses.
- d. Agreement Renewal, ITV Compressed Video Courses
Consider approval of the agreement renewal with the Lucerne Valley Unified School District for Victor Valley College to provide three to six ITV Compressed Video Courses to Lucerne Valley Middle/High School during fiscal year 2004-2005. Fiscal Impact: Revenue to the District, Lucerne Valley Unified School District agrees to contribute 50 percent

toward the 2004-2005 annual equipment maintenance agreement per Wire One Contract #M-10-1006-0505.

- e. Agreement Renewal, Sunrise Family Counseling
Consider approval renewal of the clinical agreement (from April 13, 2005 until April 12, 2009) with Sunrise Family Counseling to provide education facilities for clinical practice for Registered Nursing, Respiratory Therapy, Emergency Medical Technician, Emergency Medical Technician-Paramedic, Nursing Assistant, Home Health Aide, Phlebotomy, and other related Allied Health programs. Fiscal Impact: None.
- f. Agreement for Personal Services, David Maynard
Consider approval of the Agreement for Personal Services with David Maynard for evaluation services of three full-time and three part-time Chemistry Instructors for a total of 12 sections, for the period of March 8, 2005, through April 29, 2005. Fiscal Impact: Not to exceed \$1,350.
- g. Curriculum Changes
Consider approval of the curriculum changes that have been recommended by the College Curriculum Committee on February 24, 2005 and March 24, 2005.
- h. Student Travel, TANF Conference, Long Beach, California
Consider approval of the in-state travel for Sandy Visser, Child Development Department Chairperson, and students Michael Gutierrez, Malisa Gutierrez, and Laura Lynd, to attend the Temporary Assistance for Needy Families (TANF) Conference in Long Beach, California, April 13-15, 2005. Fiscal Impact: None to the District; paid for by TANF Grant funds.
- i. Agreement (Amended), Child Development Services #FCTR-4102
Consider approval of the amended agreement (Amendment 03) with the California Department of Education for Child Development Services Contract #FCTR-4102 for the fiscal year 2004-2005. Fiscal Impact: None.
- j. Board of Trustees Transfer and Payment Reports
Consider approval of the transfers and payments as listed.
- k. Agreements
Consider ratification of the agreements as detailed below:

Vendor/Consultant	Service	Amount
Eureka	CA Career Information System Site License	\$3,652.73
Mitchell, Dennis	Evaluation Services of Temporary FT Faculty	150.00
Valley Floors	Carpeting Allied Health Bldg., Room 3	3,799.00
TOTAL		\$7,601.73

- l. Amend Contract, CAL K-12 Construction, Inc.
Consider approval of the amendment requested by CAL K-12 Construction, Inc., with the District, for the Constructional Management of the Advanced Technology Building, dated March 23, 2005. This will allow time for the District to complete all real estate investigation and approvals necessary to move forward and bid the project. Fiscal Impact: None.

- m. Classified Bargaining Unit Appointments, Promotions, and/or Transfers
Consider approval of the following classified appointments:
 - a) Diana Sisk, Instructional Assistant II, Allied Health (50%), effective on or after April 13, 2005
 - b) Robin Grefsrud, Bookstore Assistant (classified special), effective on or after April 13, 2005.
 - c) Melissa Lanceta, Bookstore Assistant (classified special), effective on or after April 13, 2005.Fiscal Impact: Budgeted.

- n. Non-Classified Employees
Consider approval of the non-classified employee appointments as listed.
Fiscal Impact: Budgeted.

- o. Temporary Academic
Consider approval of the temporary academic appointments as listed.
Fiscal Impact: Budgeted.

- p. Academic Appointments
Consider approval of the appointment of Michael Visser, one-semester instructor (spring), in Administration of Justice, effective on or after February 14, 2005.

ACTION AGENDA

6. BOARD OF TRUSTEES

6.1 Excused Absence of Trustee

Consider adoption of a resolution, excusing the absence of Trustee Dorothy M. Franke, Ph.D., from the March 22, 2005, regular meeting of the Board and allowing her to be compensated for that meeting.

YES ___ NO ___

6.2 CCCT Board of Directors Election, 2005

Consider nominations for the CCT board of the League which will take place between March 10 and April 25, 2005. There are 19 trustees who have been nominated for election as listed.

YES ___ NO ___

7. SUPERINTENDENT/PRESIDENT

No items.

8. INSTRUCTION

8.1 Agreement, Northwoods Resort and Convention Center

Consider approval of the booking agreement with the Northwoods Resort and convention Center for the purpose of holding a Department Chairs Retreat on April 21-22, 2005 in Big Bear, California, to prioritize resource needs and develop departmental goals and objectives. Fiscal Impact: None to the District; to be paid by funds from the Foundation.

YES ___ NO ___

9. STUDENT SERVICES

9.1 Agreement, Apple Valley Stationers

Consider approval of the agreement with Apple Valley Stationers for updated postal equipment (Neopost). Per a directive from the USPS our current postal equipment will not meet standards for indicia and must be withdrawn from service by December 1, 2006. Fiscal Impact: Budgeted item, \$6,996 annually for 5 years beginning July 1, 2005.

YES ___ NO ___

9.2 Agreement, MLS Technologies

Consider approval of the agreement with MLS Technologies to assist with database administration, data warehousing, and software application programming related to the implementation of AccessVVC (Datatel Colleague). The agreement will be from April 13, 2005 through June 30, 2005 at a rate of \$83 per hour. Fiscal Impact: Budgeted item, Title V Hispanic Serving Institution Grant, not to exceed \$35,000.

YES ___ NO ___

9.3 Proposed Increase to Official, Academic Transcript Request Fees

Consider approval of the proposed increase to transcript request fees, effective May 1, 2005. The regular requests would be increased from \$2 to \$5 and rush requests would be increased from \$5 to \$10. Fiscal Impact: Approximately \$20,000-\$25,000 in revenues annually.

9.4 Agreement, San Bernardino County Superintendent of Schools

Consider approval of the agreement with San Bernardino County Superintendent of Schools for information services for the 2005-2006 academic year. The term of the agreement is July 1, 2005 to June 30, 2006. Fiscal Impact: Budgeted item, \$145,480 for 2005-2006.

YES ___ NO ___

10. ADMINISTRATIVE SERVICES

10.1 Donations

Consider approval of acceptance for expenditures from cash donations from the Victor Valley College Foundation. The amounts are for \$17,169.08 to specific funds and \$65,048.81 in Scholarships for the period of February 1, 2005 through February 28, 2005 for Victor Valley College.

YES ___ NO ___

10.2 Tax and Revenue Anticipation Note Program

Consider approval the resolution authorizing the issuance of tax and revenue anticipation notes for the 2005-2006 fiscal year. This resolution authorizes the issuance by the VVCCS of not to exceed \$5,000,000 (five million dollars) 2005 tax and revenue anticipation notes (TRANs). Fiscal Impact: None.

YES ___ NO ___

10.3 Proposal, McQuay Service

Consider the approval of the proposal from McQuay Service to provide an eddy current test, necessary repairs and written test reports on the condenser barrels of the District's McQuay centrifugal chillers. Fiscal Impact: Not to exceed \$5,900.

YES ___ NO ___

10.4 Agreement, CHJ Incorporated

Consider approval of the agreement with CHJ Incorporated to provide a geotechnical investigation and seismic hazards report on the currently proposed site for the Auxiliary Gymnasium project. Fiscal Impact: Not to exceed \$10,540.

YES ___ NO ___

11. HUMAN RESOURCES

No items.

12. FOR INFORMATION ONLY

12.1 Academic Resignations

The following classified resignations have been received and accepted by the superintendent/president per Board Policy 7350 and are included for the Board's information:

1. Michael Keating, sergeant, police and public safety, effective February 27, 2005.
2. John McGowan, maintenance locksmith, effective April 29, 2005.
3. Gloria Johnson, CalWORKs coordinator, effective May 19, 2005.

12.2 Monthly Financial Statements

Financial reports are being presented for the period ending February 28, 2005, for the General Fund (01), Debt Service Fund (29), Capital Outlay Projects Fund (71), Child Development Center Fund (72), Student Center Fee Fund (73), Health Trust Fund (75), Insurance Trust Fund (78), Bookstore, Auxiliary Services, and the ASB Fund.

12.3 Classified Memorandums of Understanding

For the Board's information, the District and the California School Employees Association, Chapter 584, have reached agreement on the attached Memorandum of Understanding:

1. Change of working hours as listed during spring break for the following individuals:

Starla Underwood
Jim Murray
Robbie Richards
Delia Snead
Ernestine Jordan
Ann-Marie Sharp
Mickey Conrad
Chicpaul Becerra
Eugenia Macias

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.

I, Penelope Majeske, Executive Assistant to the Superintendent/President, do hereby certify that I caused to be posted the foregoing agenda on Thursday, April 7, 2005, at 3:00 p.m. pursuant to California Government Code §54954.2

Penelope Majeske, Executive Assistant

MINUTES
VICTOR VALLEY COMMUNITY COLLEGE DISTRICT BOARD OF TRUSTEES
 Regular Meeting
 Performing Arts Center, Victor Valley College
 18422 Bear Valley Road, Victorville, California

March 8, 2005

4:00 p.m.

CALL TO ORDER: The Board of Trustees of Victor Valley Community College District met in Open Session on March 8, 2005, in the Board Room of the Administration Building. Mr. Joe Range, Board President, called the meeting to order at 4:04 p.m.

PLEDGE OF ALLEGIANCE: Mr. Dennis Henderson led the audience in the Pledge of Allegiance to the flag.

MEMBERS PRESENT: Mr. Joe Range, Board President; Dennis Henderson, Vice President; Dr. Bettye Underhill, Clerk; Thomas M. Elder II, Trustee; and Dr. Dorothy Franke, Trustee. (ASB President and Student Trustee Eddie Miro arrived for Open Session at 5:40 p.m.)

MEMBERS ABSENT: None.

STAFF/GUESTS PRESENT: Dr. Patricia A. Spencer, Mr. Jeff Cooper, Mr. Bruce Baron, Dr. Willard Lewallen, Dr. William Schmidt, Mr. Bill Greulich, Dr. Tom O'Neil, Mr. Richard Porter, Mr. Nick Parisi, Mrs. Penelope Majeske, other staff, and members of the public.

CLOSED SESSION Mr. Range recessed the Open Session at 4:05 p.m., and the Board met in Closed Session from 4:05 p.m. to 6:08 p.m. to discuss the following:

1. CLOSED SESSION

- (a) Government Code Section 54956.9:
 CONFERENCE WITH LEGAL COUNSEL —
 EXISTING LITIGATION: four (4) cases
 Gloria Henderson vs. Victor Valley Community College,
 Bettye Underhill, Nick Halisky, VCVVS 030263;
 Nicholas Halisky and Cathleen Halisky vs. Victor Valley
 Community College District, Dennis Henderson, et. al, VCVVS 026112;
 Laymon Jordan vs. Victor Valley Community College District, VCVVS 034629;
 Chris Wagenseller vs. Victor Valley Community College District, VCVVS 035285
- (b) Government Code Section 54957.6:
 CONFERENCE WITH LABOR NEGOTIATORS
 Agency designated representatives: Bill Schmidt,
 Willard Lewallen, Jeff Cooper, Thomas O'Neil;
 Employee organizations: CSEA, CTA

- (c) Government Code Section 54957:
DISCIPLINE/DISMISSAL/RELEASE OF A PUBLIC EMPLOYEE:
two (2) positions
- (d) Government Code Section 54957:
PUBLIC EMPLOYEE EVALUATION:
Superintendent/President
Review of Probationary Faculty Evaluations
- (e) Government Code Section 54956.9(b):
CONFERENCE WITH LEGAL COUNSEL – POTENTIAL LITIGATION:
one (1) case
- (f) Government Code Section 54957:
HEARING OF CHARGES OR COMPLAINTS AGAINST A PUBLIC EMPLOYEE
[NOTE: This item will only be heard in Closed Session if it is not heard in Public
Session as provided in Section 3.4.]

Break 6:08 p.m. to 6:10 p.m.

OPEN SESSION The Board reconvened to Open Session at 6:10 p.m.

ACTION AS A RESULT OF CLOSED SESSION Mr. Range reported that there were no actions taken by the Board in Closed Session.

GOVERNING BOARD MSC (Underhill/Franke, 5-0) to approve the minutes of the February 8, 2005, regular Board meeting.

Mr. Range announced that persons may speak to agenda items if the Agenda Discussion Form has been completed.

AGENDA ADDITIONS, REVISIONS: Dr. Spencer reported that there were no additions. She also reported that agenda **Item 3.4, Public Hearing, will be withdrawn** because the affected individual did not request that the matter be heard in public.

REPORTS:

Superintendent/President

Dr. Spencer welcomed back Trustee Thomas Elder. In addition, she welcomed the members of the Accrediting Site Team. She also congratulated the faculty members who are on this evening's agenda for the Board to consider approval of their tenure.

Instruction

Mr. Cooper joined Dr. Spencer and the Board in recognizing Dr. John Rude for being inducted into a prestigious group of educators titled *Regional Fellows* and for being honored with the *Excellence in Theatre Education Award* from the Board of Governors of the Kennedy Center American College Theatre Festival, Region VIII, at the Regional Theatre Festival held in

Phoenix, Arizona. Dr. Rude was also the recipient of the Kennedy Center's *Lifetime Achievement Award*. Scenes from the *Glass Menagerie* were performed by VVC's Theatre Arts department at the Regional Theatre Festival, and two of the cast members, VVC students Cathi Pumphrey and Bernadette Myers-Guzman, along with Dr. Rude, were congratulated for their awards from the Kennedy Center.

Mr. Cooper also introduced Neville Slade, who reported on the Mojave Sustainability Project, which was launched to pull together all of our natural resources programs, conservation programs, and our horticulture programs. It is a community collaborative, including initial partnerships with Specialty Minerals, Mojave Water Agency, Mitsubishi Cement, and U.S. Borax.

Student Services

Dr. Lewallen explained that the college recently implemented a new registration system and that Student Services is exploring what needs to be done to improve the performance and availability of the system.

Administrative Services

Mr. Bruce Baron reported that the college is still projecting a \$800,000 shortfall for next year. Unless things change dramatically at the state level between now and when the legislature approves a budget for the new fiscal year, the District will need to go into a cost-savings mode. The State Teachers Retirement System (STRS) issue is still a major concern, and there is still a huge statewide deficit. In addition, Mr. Baron stressed his enthusiasm about the new budget and planning and development process that is being discussed in the shared governance structure, which will prioritize needs based on goals.

Human Resources

Dr. Schmidt reported on recruitments and grievances. The classification and salary study has come to the Board as a recommendation for approval, and the committee that worked with this process is supporting the recommendation. The Board will be considering approval of the structure, which classifies the various jobs into particular grade levels. The salary portion of the study is not a part of this recommendation. Salaries will be determined for classified employees through the negotiations process and for management employees through the meet-and-confer process. Another item the Board will be considering is the abolishment of the position of network engineer. Dr. Schmidt clarified that we are adding a new management position in the technology area; it is our expectation to fill a vacant network manager position and add a second network manager. Finally, Dr. Schmidt mentioned the status of negotiations; the mediation process will begin soon with both bargaining units.

Governmental Relations

Bill Greulich reported on proposed legislation: SB 337, AB 589, and SB 509. He also pointed out that if a balanced state budget is not received on time, a 10% reduction in funding may be imposed for all areas funded by the state.

Foundation

Ms. Diana O'Malley, President of the VVCCD Foundation, reported on the Foundation's activities and invited the Board, students, faculty, staff and community partners to attend the Foundation's upcoming annual retreat, May 13 and 14. She also announced that the Foundation has met its \$2.1 million legacy campaign goal and is planning for the future. Ms. Malley also

reported on the Foundation's Faculty Mini Grant program and the development of a Classified Mini Grant program. Lastly, through the efforts of Foundation Board Member Melanie Ajanwachuku, H&E Lumber recently donated all of the building materials and Valley Collision donated a \$7,500 HVAC system for the photography department's new darkroom facility.

Board of Trustees

Trustee Elder noted that he was very pleased to be in attendance.

ASB

Eddie Miro, ASB President, reported regarding the ASAAC conference in Washington, D.C., support for the nursing department, ASB's visit with the Accreditation Team, and his personal support for the summer theater program.

CCA

Ms. Debby Blanchard reported regarding union concerns, contractual issues regarding load and payment amounts, and hiring practices.

CSEA

Arlene Greene, Lacy Gillespie, Kevin Crowley, Julie Tremblay, and Margaret Kagy spoke on behalf of CSEA. They thanked all those who worked on the accreditation self study. Ms. Greene read a resolution from CSEA to withdraw from the Budget Resource Identification Committee (BRIC). They reported on the union's concerns regarding the process for the president's evaluation; impasse in negotiations; agenda items 11.8 and 11.9; a CSEA unfair labor practice; agenda item 11.4; feedback from students who call the on-line help desk; the registration process; WebAdvisor; the Upward Mobility Plan; interpreters; the Child Development Center; a fair contract; and concerns over a billboard on Range RV property.

Faculty Senate

Ms. Blanchard said that the Faculty Senate is completely separate from any union. She expressed her appreciation to the sign language interpreters, Rhiannon Aragues and Debbie Chesser. She encouraged the Board to approve the faculty members listed on agenda items 11.1, 11.2, and 11.3, for first, second, and third-year tenure. Ms. Blanchard read the Faculty Senate's resolution to withdraw from the BRIC. (A copy of that resolution will be kept on file in the President's office.)

AFT Part-Time Faculty United

No report.

Management

No report.

Public Comments

Steve Chism expressed his concerns about counseling, Datatel, the registration system, and encouraged the Board to provide more interpreters.

Scott Humpal and Lynn Crowley also urged the Board to improve interpreter services.

Ed Heuberlin supported the summer theatre program.

Mitchell Greene spoke about the IT department, the network engineer position, and the implementation of the classification study.

Veronica Manriquez spoke about the Child Development Center (CDC).

Theresa Robillard spoke about the value of the CDC to the students, the parents, and the children.

Students Kyle Barker, Jillian Van de Merghel, Victor Khalil, Johan Mohd-Yusef, Eugena Olivas, Ryk Sheppard, Eugina Olivas, and Paul Lawrence voiced their concerns about two chemistry classes.

Kevin (no last name given) spoke about the problems he experienced using WebAdvisor.

Jennifer Lariva spoke regarding the CDC, the on-line held desk, RamTalk, the registration process, and the asbestos removal project in the LA building.

5. CONSENT AGENDA

MSC (Elder/Underhill, 5-0) to approve Consent items 5.a through 5.l.

- a. Notice of Completion, Air-Ex Air Conditioning, Inc.
Consider approval of acceptance of the work, under the contract as complete, of Air-Ex Air Conditioning, Inc. for the replacement of the air conditioning unit at the Music building and direct the District to file the Notice of Completion.
- b. Out-of-State Travel, Model United Nations Conference
Consider approval of out-of-state travel for Faculty Advisor Dino Bozonelos and the Model United Nations Club Members to attend and compete at the 2005 National Model United Nations Conference in New York City, March 21-27, 2005. Fiscal Impact: None to the District. The trip is to be paid through donations.
- c. Out-of-State Travel, National Student Nurses' Association Annual Convention
Consider approval of out-of-state travel for Nursing faculty member Maggie Keil, and the California Nursing Student Association of Victor Valley College members to attend the National Student Nurses' Association Annual Convention in Salt Lake City, Utah, April 5-10, 2005. Fiscal Impact: None to the District. Each participant is responsible for the \$400 trip cost.
- d. Out-of-Country Travel, Victoria, BC, Canada
Consider approval of out-of-country travel to Victoria, B.C., Canada, April 1-4, 2005, for music instructor Dr. Thomas Miller and the Victor Valley College Singers to participate in a performance tour organized by Classic Concerts International. Performances with the Victoria Symphony Orchestra and at Butchart Gardens have been scheduled. Fiscal Impact: None to the District. The cost of \$750 per person is to be paid by members of the group, assistance from ASB, and through fund raising.

- e. Student Travel, Women's Varsity Softball Team, UNLV, Las Vegas, NV
Consider approval of staff members (Rudy Aguilar, Head Coach; and Shawn Austin, Assistant Coach) to travel Las Vegas Nevada, with the VVC women's varsity softball team for a tournament at UNLV, April 8-9, 2005. Fiscal Impact: \$1,531.
- f. Employee Out-of-State Travel
Consider approval of out-of-state travel for Jim Murray, Financial Aid Specialist and Veterans Certifying Official, to attend the National Association of Veterans Program Administrators (NAVPA) Board of Directors annual meeting in Washington, D.C., March 16-19, 2005. Fiscal Impact: None to the District. The total cost of the trip (approximately \$900) will be paid through the Department of Veterans Affairs.
- g. Board of Trustees Transfers and Payment Report
Consider approval of the transfers and payments as listed.
- h. Non-Classified Employees
Consider approval of the non-classified appointments as listed.
- i. Temporary Academic
Consider approval of the temporary academic appointments as listed.
- j. Academic Ratification of Eminence Requests
Consider ratification of the eminence requests, as listed, for Mary Goborko, Child Development; and for Matthew Bullock, Head Coach – Men's Tennis.
- k. Agreements
Consider ratification of the agreements as detailed below:

Vendor/Consultant	Service	Amount
Liebert, Cassidy Whitmore	Discrimination/Harassment Awareness	\$ 3,000.00
Robert R. Yghoian Co., Inc.	Pavement Repair/Bus Stop/Jacaranda Avenue	4,500.00
Securitech	Install Card Reader System, Bus Stop sliding door	4,927.44
TOTAL		\$12,427.44

- l. TANF-CDC Grant Agreement Modification #05-054-1
Consider approval of the agreement modification with the Foundation for California Community Colleges to receive the grant award of \$25,988 for the 2004-2005 Temporary Assistance for Needy Families-Child Development Centers (TANF-CDC). The total (grant amount and payment) has been changed from \$20,385 to \$25,988. Fiscal Impact: Revenue to the District, an additional \$5,603.

ACTION AGENDA

6. BOARD OF TRUSTEES

6.1 Excused Absence of Trustee

MSC (Franke/Henderson, 5-0) to adopt a resolution, excusing the absence of Trustee Thomas M. Elder II from the February 8, 2005, regular meeting of the Board and allowing him to be compensated for that meeting.

7. SUPERINTENDENT/PRESIDENT

No items.

8. INSTRUCTION

No items.

9. STUDENT SERVICES

9.1 Agreement, San Bernardino County Wide Area Network

MSC (Elder/Franke, 5-0) to approve the agreement with San Bernardino County for Wide Area Network (WAN) information services. This is an electronic network that provides countywide data, voice, and video. The system particularly supports Campus Police operations enabling communication and sharing of data for law enforcement agencies. Fiscal Impact: Budgeted item, \$8,788 for 2004-2005 due to one-time setup fees; \$3,888 for subsequent years 2005-2006, 2006-2007, and 2007-2008.

10. ADMINISTRATIVE SERVICES

10.1 Agreement, G&K Services

MSC (Henderson/Underhill, 5-0) to approve an agreement with G&K Services to supply and service uniform shirts for the Maintenance & Operations departments. The cost of this service will be partially offset by the cost of buying new shirts each year. Fiscal Impact: \$4,344 annually.

10.2 Agreement, Hi Desert Alarm

MSC (Underhill/Elder, 5-0) to approve the agreement with Hi Desert Alarm to install burglar alarm monitoring equipment, which will allow campus police to directly monitor this alarm system on campus. While the initial cost to install this system is \$9,000, it will save the District \$9,000 annually. Fiscal Impact: \$9,000.

10.3 Agreement, Cal K-12 Construction, Inc. (for Construction Management services for the Speech/Drama Studio Addition)

MSC (Underhill/Elder, 5-0) to accept the proposal from Cal K-12 Construction, Inc. to provide Construction Management services for the Speech/Drama Studio Addition. Fiscal Impact: \$537,450. (This project is State-funded and will be 100% reimbursable to the District.)

- 10.4 Agreement, Cal K-12 Construction, Inc. (for Construction Management services for the Auxiliary Gym)
 MSC (Franke/Underhill, 5-0) to accept the proposal from Cal K-12 Construction, Inc. to provide Construction Management services for the seismic retrofit of the Auxiliary Gym. Fiscal Impact: \$216,374.40. (This project is State-funded and will be 100% reimbursable to the District.)
- 10.5 Agreement, Nesdoor Automatic & Manual Door Services
 MSC (Henderson/Underhill, 5-0) to approve the agreement with Nesdoor Automatic & Manual Door Service to furnish and install front and back doors at the scooter barn bus stop. Fiscal impact: \$7,325 to be charged to local redevelopment funds available for this type of project.
- 10.6 Agreement, Gale/Jordan and Associates, Inc.
 MSC (Underhill/Elder, 5-0) to approve the agreement with Gale/Jordan and Associates, Inc. for the on-site hygienist and air monitoring of the abatement and reconstruction of the Liberal Arts Building. Fiscal Impact: Fund 71 expenditure, not to exceed \$20,000 (reimbursed by the Chancellor's Office through the Hazardous Substances program).
- 10.7 Donations
 MSC (Underhill/Elder, 5-0) to accept the donations as listed for the period 12/31/04 through 01/31/05 as college property. The Victor Valley College Foundation has made expenditures from cash donations in the amount of \$6,732.56 to specific funds as listed for Victor Valley College.

11. HUMAN RESOURCES

- 11.1 Academic First Year Contract Recommendations
 MSC (Henderson/Underhill, 5-0) to enter into a contract for the following academic year with the first-year contract employees listed below:

James Comer, History	Sharon Satchell, Nursing
David Gibbs, Biology	Brian Hendrikson, Paramedic
Tom Turner, Fire Technology	

- 11.2 Academic Second Year Contract Recommendations
 MSC (Elder/Underhill, 5-0) to enter into a contract for the following two academic years with the second-year contract employees listed below:

Traci Marin, Respiratory Therapy	Bryce Campbell, English
Alice Ramming, Nursing	Joseph Estephan, Math
Steve Nelle, Media Arts	Kelley Beach, Counseling
Sandy Thay Visser, Child Development	Fonella Grimes, EOPS Counseling
Diane Wollan, Counseling	W. Patrick Mauch, Math
Scott Jones, Paramedic	

11.3 Academic Tenure Recommendations

MSC (Henderson/Franke, 5-0) to employ the third consecutive contract probationary employees listed below as tenured employees for all subsequent academic years.

Joseph Pendleton, Reading Specialist
Brent Wood, Photography
Leslie Huiner, Librarian
Robert Feddersen, CIT
David Rodriguez, Dance
Shuron Taylor, Graphic Design
Jeff Ridge, Math
Ann Weis, Math
Jacqueline Augustine-Carrerira, Speech

Neville Slade, Horticulture
Bonnie Weathersby, Counseling
Melody Ricci, Biology
Lynn Guardado, Dance
Patricia Teel, English
Claude Oliver, CIDG
Patricia Jennings, Psychology
Robert Carlson, Math

The Board congratulated and welcomed the newly tenured academic employees.

11.4 Abolishment of Classified Position

Moved by Franke and seconded by Elder to adopt the resolution to abolish the position of network engineer, and authorize and direct the superintendent/president to give notice of layoff to the incumbent in the network engineer position. Discussion and Public Comments: Mitchell Greene and Arlene Greene spoke in support of the position. The motion carried (4-1, Henderson voted no).

11.5 Classification and Salary Study

Moved by Franke and seconded by Elder to approve the classification study results presented by the Hay Group as listed. Discussion and Public Comments: Arlene Greene quote the agenda item, "The Classification and Salary Study Committee, in an effort to maintain equity and fairness, recommends that the implementation of changes to salary occur at the same time and in the same manner for both classified and management groups." The motion carried (5-0).

11.6 Change of Signatories

Moved by Franke and seconded by Elder to approve the signatories for the Keenan Select 401a profit-sharing plan: Dr. William Schmidt, administrator/trustee, and Mary Pringle, who replace Lois Kobz and Dr. Jim Williams. Discussion and Public Comments: Kevin Crowley questioned the profit-sharing plan. Dr. Franke responded that it is part of a fringe benefit (like a retirement plan and has nothing to do with profit-sharing) for certain employees. The motion carried (5-0).

11.7 Agreement, School and College Legal Services of California

Moved by Elder and seconded by Underhill to approve an increase of an additional \$5,000 to the expenditure amount budgeted for the agreement with School and College Legal Services of California to provide limited, specialized legal consultation. Fiscal Impact: Fund 01 budgeted item, not to exceed \$10,000. Discussion and Public Comments: Kathy Mata spoke on agenda items 11.7, 11.8, and 11.9, and expressed her concerns against expenditures on attorneys and investigators. Trustee Henderson

responded that attorneys must be hired to recover the money that was stolen from the District. The motion carried (5-0).

11.8 Agreement, Law Offices of Dennis J. Walsh

MSC (Elder/Franke, 5-0) to approve an increase to the expenditure amount budgeted for the agreement with the Law Offices of Dennis J. Walsh to provide limited, specialized legal consultation. The Board approved expenditures of \$5,000 on October 12, 2004. The District is requesting an additional \$50,000. Fiscal Impact: Fund 01 budgeted item, not to exceed \$55,000.

11.9 Revised Agreement, Norman A. Traub Associates

MSC (Underhill/Elder, 5-0) to approve the revised agreement and increase the expenditures for Norman A. Traub Associates not to exceed \$21,000. A previous agreement and expenditures of \$6,000 were approved by the Board on January 13, 2004. The District is requesting approval of a revised agreement and additional expenditures in the amount of \$15,000. Fiscal Impact: Fund 01 budgeted item, not to exceed \$21,000.

12. FOR INFORMATION ONLY

12.1 Academic Resignations

The following academic resignations have been received and accepted by the superintendent/president per Board Policy 7350 and are included for the Board's information:

1. Allan Kumlin, cooperative work experience instructor, has submitted his resignation for retirement purposes effective June 15, 2005.
2. Andrew Hufford, biology instructor, has submitted his resignation effective June 10, 2005.

Dr. Spencer expressed her appreciation for Mr. Kumlin's many years of commitment and service to the District and to the college.

12.2 Monthly Financial Statements

Financial reports are being presented for the period ending December 31, 2004, for the General Fund (01), Debt Service Fund (29), Capital Outlay Projects Fund (71), Child Development Center Fund (72), Student Center Fee Fund (73), Health Trust Fund (75), Insurance Trust Fund (78), Bookstore, Auxiliary Services, and the ASB Fund.

13. ADJOURNMENT

The meeting was adjourned at 8:28 p.m.

APPROVED:

Joe Range, President

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

Bettye Underhill, Ph.D., Clerk

Date Approved

MINUTES
VICTOR VALLEY COMMUNITY COLLEGE DISTRICT BOARD OF TRUSTEES
Special Meeting
Board Room – Administration Building
Victorville, California

March 22, 2005

5:00 p.m.

- CALL TO ORDER:** The Board of Trustees of Victor Valley Community College District met in Open Session on March 22, 2005, in the Board Room of the Administration Building. Mr. Joe Range, Board President, called the meeting to order at 5:03 p.m.
- PLEDGE OF ALLEGIANCE:** Mr. Bruce Baron, Vice President, Administrative Services, led the audience in the Pledge of Allegiance to the flag.
- MEMBERS PRESENT:** Mr. Joe Range, Board President; Dennis Henderson, Vice President; Dr. Bettye Underhill, Clerk; and Mr. Thomas Elder II, Trustee.
- MEMBERS ABSENT:** Dr. Dorothy Franke, Trustee; Eddie Miro, ASB President and Student Trustee.
- STAFF/GUESTS PRESENT:** Dr. Patricia A. Spencer, Mr. Jeff Cooper, Mr. Bruce Baron, Dr. Willard Lewallen, Dr. William Schmidt, Dr. Tom O'Neil, Mr. Nick Parisi, Mrs. Penelope Majeske, 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 7:20 p.m. to discuss the following:

1. CLOSED SESSION

- (a) Government Code Section 54956.9:
CONFERENCE WITH LEGAL COUNSEL —
EXISTING LITIGATION: Four (4) cases
Gloria Henderson vs. Victor Valley Community College,
Bettye Underhill, Nick Halisky, VCVVS 030263;
Nicholas Halisky and Cathleen Halisky vs. Victor Valley
Community College District, Dennis Henderson, et. al, VCVVS 026112;
Laymon Jordan vs. Victor Valley Community College District, VCVVS 034629;
Chris Wagenseller vs. Victor Valley Community College District, VCVVS 035285
- (b) Government Code Section 54957.6:
CONFERENCE WITH LABOR NEGOTIATORS
Agency designated representatives: Bill Schmidt,
Willard Lewallen, Jeff Cooper, Thomas O'Neil;
Employee organizations: CSEA, CTA

5. CONSENT AGENDA

MSC (Underhill/Elder, 4 yes, 0 no, Franke absent) to approve Consent items 5.a through 5.d.

- a. Non-Classified Employees
Consider approval of the non-classified employee appointments as listed.
- b. Temporary Academic
Consider approval of the temporary academic appointments as listed.
- c. Academic Extra Duty Days
Consider approval of the extra duty days assignment for the 2004-2005 academic year as listed below:

29-day contract – Fontella Grimes, Counselor
Fiscal Impact: Budgeted.
- d. Academic Appointments
Consider approval of the following academic appointment:
 1. Ute Peterson, temporary, one-semester instructor (spring) in respiratory therapy, effective on or after March 7, 2005.

ACTION AGENDA

6. BOARD OF TRUSTEES

No items.

7. SUPERINTENDENT/PRESIDENT

No items.

8. INSTRUCTION

8.1 Full-Time Faculty Overload Pay for 2004-2005

MSC (Underhill, Henderson, 4 yes, 0 no, Franke absent) to approve overload pay in the amount of \$68,902 for full-time faculty for academic year 2004-2005.

9. STUDENT SERVICES

9.1 Agreement, Empire Wrestling Federation

MSC (Underhill/Henderson, 4 yes, 0 no, Franke absent) to approve the agreement with Empire Wrestling Federation to host and promote a wrestling event on April 1, 2005. All proceeds above the cost of the event will directly benefit Victor Valley College athletics.

9.2 2005-2006 Academic Calendar

It was moved (Elder) and seconded (Underhill) to approve the 2005-2006 academic calendar. Following a brief discussion, the motion carried (4 yes, 0 no, Franke absent).

10. ADMINISTRATIVE SERVICES

10.1 Annual Audit

It was moved (Elder) and seconded (Underhill) to accept the 2003-2004 financial audit prepared by The Brown Armstrong, Certified Public Accountancy firm of Bakersfield, as presented. Public Comments and Discussion: Margaret Kagy recommended that this item be tabled. Dr. Schmidt responded that it is recommended the District have an adequate reserve to fund the retiree benefits. Following further discussion, the motion to accept the 2003-2004 financial audit carried (4 yes, 0 no, Franke absent).

11. HUMAN RESOURCES

11.1 Administrative/Management/Confidential Revised Job Description

MSC (Elder/Underhill, 4 yes, 0 no, Franke absent) to approve the revised job description for Director of Disabled Student Programs and Services/ADA Compliance Officer.

12. FOR INFORMATION ONLY

12.1 Implementation of AccessVVC (Datatel Colleague)

AccessVVC (Datatel Colleague) is the administrative information system acquired to replace the college's legacy information system. This presentation, given by Dr. Willard Lewallen, Vice President, Student Services, focused on the status of the AccessVVC implementation and included historical information, challenges, successes, and future plans. [A copy of his presentation will be kept on file in the President's Office.]

12.2 Classified Resignation

The following classified resignation has been received and accepted by the superintendent/president per Board Policy 7350 and was included in the agenda for the Board's information: Bruce Peto, custodian, effective April 26, 2005.

13. ADJOURNMENT

The meeting was adjourned at 8:54 p.m.

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

APPROVED:

Joe Range, President

Bettye Underhill, Ph.D., Clerk

Date Approved

INSTRUCTION

APRIL 12, 2005

TOPIC: AGREEMENT (AMENDED) - CHILD DEVELOPMENT SERVICES #GCTR-4316

TO THE SUPERINTENDENT/PRESIDENT:

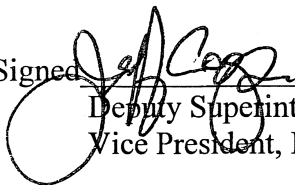
The district desires to enter into an amended agreement (Amendment 02) with the California Department of Education for Child Development Services for the 2004-2005 fiscal year. The Maximum Rate per child day of enrollment payable pursuant to the provisions of this agreement shall be amended by deleting reference to \$28.38 and inserting \$28.82 in place thereof. The Maximum Reimbursable Amount (MRA) payable pursuant to the provisions of this agreement shall be amended by deleting reference to \$471,790 and inserting \$479,104 in place thereof.

Fiscal Impact: to the District \$7,314.

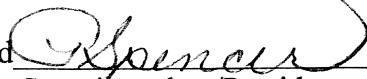
RECOMMENDATION:

It is recommended that the Board of Trustees approve the amended agreement (Amendment 02) with the California Department of Education for Child Development Services contract #GCTR-4316 per the terms and conditions contained therein.

REFERENCE FOR AGENDA: YES

Signed  _____
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 _____



CALIFORNIA DEPARTMENT OF EDUCATION

1430 N Street

Sacramento, CA 95814-5901

F.Y. 04 - 05

Amendment 02

DATE: July 01, 2004

CONTRACT NUMBER: GCTR-4316

PROGRAM TYPE: GENERAL CENTER CHILD CARE

PROJECT NUMBER: 36-6792-00-4

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES RATE INCREASE / FT&C CHANGE

CONTRACTOR'S NAME: VICTOR VALLEY COMMUNITY COLLEGE DISTRICT

This agreement with the State of California dated July 01, 2004 designated as number GCTR-4316, Amendment #01 (INFLATION) shall be further amended in the following particulars but no others:

The Maximum Rate per child day of enrollment payable pursuant to the provisions of this agreement shall be amended by deleting reference to \$28.38 and inserting \$28.82 in place thereof.

The Maximum Reimbursable Amount (MRA) payable pursuant to the provisions of this agreement shall be amended by deleting reference to \$471,790.00 and inserting \$479,104.00 in place thereof.

SERVICE REQUIREMENTS

Minimum Child Days of Enrollment (CDE) Requirement shall be 16,624.0 (no change).

Minimum Days of Operation (MDO) Requirement shall be 244 (no change).

The 2004/05 Funding Terms and Conditions (FT&C) shall be amended in accordance with the attached 2004/05 amended FT&C Language which by this reference is incorporated herein.

EXCEPT AS AMENDED HEREIN all terms and conditions of the original agreement shall remain unchanged and in full force and effect.

Table with columns for STATE OF CALIFORNIA and CONTRACTOR, containing signature lines, titles, and financial details like amount encumbered and program category.

**CHILD CARE AND DEVELOPMENT
2004/2005 LANGUAGE CHANGES TO
THE FUNDING TERMS AND CONDITIONS (FT&C)**

These changes should be added to the FT&C for the following contract types:
(GCTR/GPRE/GWAP/GLTK/GMIG/GFCC/GCAM/GHAN/FCTR/FFCC)

Note: The page numbers cited may be a few pages off depending on the contract type.

Add the following definitions to Section I, "Definitions" (p.1):

"Compliance review" means that a team of the CDE staff reviews a contractor's program at the program site to determine compliance with applicable laws, regulations, or contractual provisions.

"CCR" means the monitoring and review instrument for child development programs that is used to determine compliance and is contained within the "Coordinated Compliance Review Guide."

Amend Section II, "General Provisions" as follows:

- L. At least once every three (3) years and as resources permit, the CDE shall conduct reviews at the contractor's office(s) and operating facility(ies) to determine the contractor's compliance with applicable laws, regulations, or contractual provisions.

The reviews shall be conducted according to the provisions of the CCR, as defined in Section I.

The reviews shall be conducted by consultants, analysts, and/or management staff of the ~~CDD, CDE's Audits and Investigations Division (A&I, and Child Development Fiscal Services (CDFE),~~ or other State of California representatives.

Add the following definitions to Section 1., Program Requirements "Definition" (p.30):

"Agency Annual Report" is a form issued by the department for use by contractor's to submit a summary of findings of the program self-evaluation.

"Developmental profile" means a record of a child's physical, cognitive, social, and emotional development that is used to inform teachers and parents about a child's developmental progress in meeting desired results. In center-based programs, teacher and parent observations shall be included as part of the information used to complete the child's developmental profile. In family child care home networks, the observations of agency staff, in consultation with providers, and parents shall be included as part of the information used to complete the child's developmental profile.

"Desired Results Developmental Profile" is a document issued by the department to record the information in the developmental profile defined above.

"Desired Results Parent Survey" is a document issued by the department to solicit information from parents regarding the child care program or services that the child and family receive.

"Education program" means the environment, activities, and services provided to the children.

"Environment rating scale" means an instrument that measures program quality by rating the education program as defined above, the staff development program as defined below, and parent involvement and education as defined below. Environment rating scales include the following: "ECERS-R" means the document entitled, Early Childhood Environment Rating Scale, Revised Edition, 1998; (2) "ITERS" means the document entitled, Infant-Toddler Environment Rating Scale, 1990; (3) "FDCRS" means the document entitled, Family Day Care Rating Scale, 1989; (4) "SACERS" means the document entitled, School-Age Care Environment Rating Scale, 1996.

"Parent involvement and education" means those activities specifically designed to include parents in the education of their children, help parents participate in the program, and enhance their understanding of child development.

"Parent survey" means a questionnaire completed by the parent to assess the child care program or services that the child and family receive. The parent survey asks for information about how the program helps parents support their child's learning and development and meets the family's needs.

"Program self-evaluation process" means those activities and procedures used by the contractor to evaluate its program quality and compliance with applicable laws, regulations, and contractual provisions.

"Staff development program" means those activities that address the needs, interests, and skills of program staff or service providers to improve program quality.

Amend The Program Quality Requirements section as follows (p. 46):

I. PROGRAM PHILOSOPHY, GOALS AND OBJECTIVES

Each contractor shall have a written philosophical statement and goals and objectives which support that philosophy. The governing body of each contractor shall approve the program philosophy, goals and objectives. The goals and objectives shall address the requirements contained in Sections II through IX below and shall reflect the cultural and linguistic characteristics of the families served by the contractor.

II. DEVELOPMENTAL PROFILE

~~A. A "developmental profile" is a record of a child's physical, cognitive, social and emotional development. Teacher and parent observations shall be included as part of the child's developmental profile. The contractor shall~~

complete a developmental profile of each child upon enrollment and at least at the following intervals:

1. Infants once every three (3) months
2. Toddlers once every six (6) months
3. Preschoolers every twelve (12) months

~~Contractors serving school-age children need not conduct a developmental profile but shall identify each child's needs, skills and interests upon enrollment and annually thereafter.~~

~~B. When a child will be transferring to a local public school from a program serving preschool-age children, the contractor shall provide the parent or guardian with information from the previous year deemed beneficial to the child and the public school teacher, including, but not limited to, development issues, social interaction abilities, health background, and diagnostic assessments if any. The preschool program may, with permission of the parent or guardian, transfer this information to the child's elementary school.~~

~~The contractor shall use the developmental profiles to plan and conduct age and developmentally appropriate activities.~~

A. The contractor shall complete the age-appropriate Desired Results Developmental Profile, as defined Section I, Program Requirements, for each child who is enrolled in the program for at least 10 hours per week.

B. The Desired Results Developmental Profile required above shall be completed for each child within 60 calendar days of enrollment and at least at the following intervals thereafter:

1. Infants once every three (3) months;
2. Toddlers once every four (4) months;
3. Preschoolers once every six (6) months;
4. School-age children once every six (6) months.

C. The contractor shall use the developmental profiles to plan and conduct age and developmentally appropriate activities.

D. If a child has a disability, and/or has an Individualized Education Program, the developmental profile will be completed with any necessary accommodations and adaptations. Notwithstanding subsection (a), a developmental profile is required for a child with an Individualized Education Program even if that child is enrolled for less than 10 hours per week.

E. When a child will be transferring to a local public school from a program serving preschool-age children, the contractor shall provide the parent or guardian with information from the previous year deemed beneficial to the child and the public school teacher, including, but not limited to, development issues, social interaction abilities, health background, and diagnostic assessments if any. The preschool program may, with permission of the parent or guardian, transfer this information to the child's elementary school.

The contractor shall use the developmental profiles to plan and conduct age and developmentally appropriate activities.

III. EDUCATION PROGRAM

~~Each contractor shall include in its program an educational program component that is developmentally, culturally and linguistically appropriate for the children served. The educational program component shall provide activities which will facilitate a child's physical, cognitive, social and emotional development.~~

The standards for the child development and education program component shall include, but are not limited to, the following:

- A. The program approach is developmentally, linguistically, and culturally appropriate.
- B. The program is inclusive of children with special needs.
- C. The program encourages respect for the feelings and rights of others.
- D. The program supports children's social and emotional development by:
 - 1. Building trust;
 - 2. Planning routines and transitions so they can occur in a timely, predictable, and unhurried manner; and
 - 3. Helping children develop emotional security and facility in social relationships.
- E. The program provides for the development of each child's cognitive and language skills by:
 - 1. Using various strategies, including experimentation, inquiry, observation, play, and exploration;
 - 2. Ensuring opportunities for creative self-expression through activities such as art, music, movement, and dialogue;
 - 3. Promoting interaction and language use among children and between children and adults; and
 - 4. Supporting emerging literacy and numeracy development.
- F. The program promotes each child's physical development by providing sufficient time, indoor and outdoor space, equipment, materials, and guidelines for active play and movement.
- G. The program promotes and maintains practices that are healthy and safe.

IV. STAFF DEVELOPMENT PROGRAM

Each contractor shall develop and implement a staff development program which includes the following:

- A. Identification of training needs of staff or service providers
- B. Written job descriptions
- C. An orientation plan for new employees

- D. An annual written performance evaluation procedure unless a different frequency of performance evaluations is specified in a contractor's collective bargaining agreement with their employees
- E. Staff development opportunities which include topics related to the functions specified in each employee's job descriptions and those training needs identified by the contractor pursuant to Section IV.A above; and
- F. An internal communication system that provides each staff member with the information necessary to carry out his or her assigned duties

V. PARENT INVOLVEMENT AND EDUCATION

Each contractor shall include in its program a parent involvement and education component which shall include the following:

- A. An orientation for parents that includes topics such as program philosophy, program goals and objectives, eligibility criteria and priorities for enrollment, fee requirements, due process procedures; ~~and program activities~~
- B. At least two (2) individual parent(s)/~~teacher~~ conferences with the parent(s) per year. For school age programs, such conferences may be informal;
- C. Parent meetings with program staff;
- D. An open door policy ~~which~~ that encourages parents to participate in the daily activities whenever possible;
- E. A parent Advisory Committee which advises the contractor on issues related to services to families and children;
- F. Sharing information between staff and parents concerning their child's progress.

VI. HEALTH AND SOCIAL SERVICES

Each contractor shall include in its program a health and social service component that:

- A. Identifies the needs of the child and the family for health or social services
- B. Refers a child and/or family to appropriate agencies in the community based on the health or social service needs
- C. Conducts follow-up procedures with the parent to ensure that the needs have been met.

VII. COMMUNITY INVOLVEMENT

Each contractor shall solicit support from the community including the solicitation for donated goods and services. Each contractor shall provide information to the community regarding the services available. Contractors may utilize media or other forms of communication in the community.

VIII. NUTRITION

Each contractor shall include in its program a nutrition component that ensures that the children have nutritious meals and snacks during the time in which they are in the program. The meals and snacks shall be culturally and developmentally appropriate for the children being served and shall meet the nutritional requirements specified by the federal Child and Adult Care Food or the National School Lunch program.

IX. ANNUAL SELF-STUDY PROCESS

~~Each contractor shall develop and implement an annual self-study plan that determines if the program goals and objectives are being met. The self-study shall include a self-assessment by the contractor using the coordinated Compliance/Contract Monitoring Review instrument in accordance with instructions specified by the CDD. The self-study plan shall include assessment of the program by parents. The contractor shall submit a summary of the findings of the self-study to the CDD by June 1 of each year. The contractor shall modify its goals and objectives to address any areas identified during the self-study as needing improvement.~~

- A. Each contractor shall develop and implement an annual plan for its program self-evaluation process.
- B. The annual plan shall include the following:
 - 1. A self-evaluation based on the use of the CCR, as defined in Section I, Program Requirements.
 - 2. An assessment of the program by parents using the Desired Results Parent Survey, as defined in Section I, Program Requirements.
 - 3. An assessment of the program by staff and board members as evidenced by written documentation.
 - 4. An analysis of the CCR findings, including the Desired Results Developmental Profiles, the environment rating scales, and the Desired Results Parent Survey, each of which are defined in Section I, Program Requirements, together with all other self-evaluation findings.
 - 5. A written list of tasks needed to modify the program in order to address all areas that need improvement, as indicated in the analysis specified in Section IX. B. 4.
 - 6. Procedures for the ongoing monitoring of the program to assure that areas of the program that are satisfactory continue to meet standards, and areas requiring modification pursuant to Section IX. B. 5, are addressed in a timely and effective manner.
- C. The contractor shall use the Agency Annual Report, as defined in Section I, Program Requirements, to submit a summary of the findings of the program self-evaluation to the CDE by June 1 of each year.
- D. The contractor shall modify its program to address any areas identified during the self-evaluation as needing improvement.

X. PARENT SURVEY (Add)

- A. Each contractor shall annually distribute the Desired Results Parent Survey, as defined in Section I, Program Requirements, to parents; collect the surveys from parents; and analyze the results.
- B. The contractor shall use the parent survey results to plan and conduct activities to help parents support their child's learning and development and to meet the family's needs.

C. The contractor shall use the results and analysis of the parent survey as part of its annual self-evaluation process.

XI. ENVIRONMENT RATING SCALES

A. Center-based programs and family child care home networks shall complete an environment rating scale as defined in Section I, Program Requirements, that is appropriate for the type of setting and age of children served, to measure program quality:

1. Every three (3) years as part of the program compliance review; and
2. Annually as part of the self-evaluation process.

B. For each environment rating scale completed, the contractor shall achieve a minimum average score of "Good" on each subscale.

INSTRUCTION

APRIL 12, 2005

TOPIC: STUDENT TRAVEL

TO THE SUPERINTENDENT/PRESIDENT:

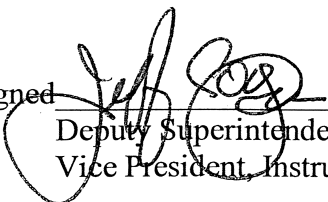
Authorization is requested from the Board of Trustees to allow students from the Geology Department, as attached, and faculty members Lee Kinney and Jim Previte to travel to Ancient Bristlecone Pines National Forest in Lone Pine, California, from May 7-8, 2005 to participate in a field study fieldtrip.

Fiscal Impact: Gas expenses for college vehicles. Students and staff are responsible for all other travel expenses.

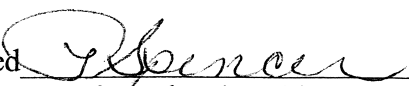
RECOMMENDATION:

It is recommended that the Board of Trustees approve travel and gas expenses for Lee Kinney and his students attending the field study fieldtrip at Ancient Bristlecone Pines National Forest in Lone Pine, California, from May 7-8, 2005.

REFERENCE FOR AGENDA: YES

Signed  _____
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 _____

Spring 2005
GEOL 102 Historical Geology
Lee Kinney

Anderson, Amy
Barauna, Thomas
Langham, Bonnie
Moore, Joan
Townsend, Meagan
Wymer, Trisha

INSTRUCTION

APRIL 12, 2005

TOPIC: OUT-OF-STATE STUDENT TRAVEL

TO THE SUPERINTENDENT/PRESIDENT:

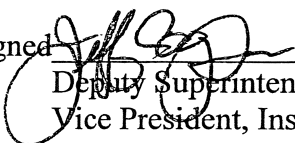
Authorization is requested from the Board of Trustees to allow students from the Geology Department, as attached, and faculty members Lee Kinney and Jim Previte to travel to Great Basin National Park, North of Las Vegas, Nevada, from May 27-29, 2005 to participate in a field study fieldtrip.

Fiscal Impact: Gas expenses for college vehicles. Students and staff are responsible for all other travel expenses.

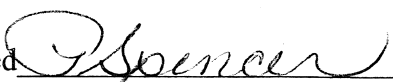
RECOMMENDATION:

It is recommended that the Board of Trustees approve out-of-state travel and gas expenses for Lee Kinney and his students attending the field study fieldtrip at Great Basin National Park, North of Las Vegas, Nevada, from May 27-29, 2005.

REFERENCE FOR AGENDA: YES

Signed 
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 _____

Spring 2005
GEOL 102 Historical Geology
Lee Kinney

Anderson, Amy
Barauna, Thomas
Langham, Bonnie
Moore, Joan
Townsend, Meagan
Wymer, Trisha

INSTRUCTION

APRIL 12, 2005

TOPIC: AGREEMENT RENEWAL-ITV COMPRESSED VIDEO COURSES

TO THE SUPERINTENDENT/PRESIDENT:

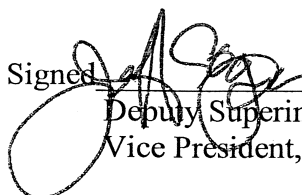
The district desires to renew an agreement with the Lucerne Valley Unified School District for Victor Valley College to provide three to six ITV Compressed Video courses to Lucerne Valley Middle/high School during fiscal year 2004-2005. Lucerne Valley Unified School District agrees to contribute 50 percent toward the 2004-2005 annual equipment maintenance agreement per Wire One Contract #M-10-1006-0505.

Fiscal Impact: to the District, 50 percent of the Wire One contract.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the agreement with the Lucerne Valley Unified School District per the terms and conditions contained therein.

REFERENCE FOR AGENDA: YES

Signed  _____
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 _____

Agreement Renewal for ITV Compressed Video Courses

This Agreement renewal is made and entered into as of _____, 2005, by and between the Lucerne Valley Unified School District and Victor Valley Community College District.

The parties to the agreement desire to provide three to six ITV Compressed Video courses to Lucerne Valley Middle/High School during fiscal year 2004-05.

Therefore, it is mutually agreed between the parties as follows:

1. Term: Effective upon mutual execution hereof, the term of the said agreement shall be extended commencing on July 1, 2004, and ending on June 30, 2005. The agreement may be renewed annually upon mutual agreement.
2. Lucerne Valley Unified School District agrees to contribute 50 percent toward the 2004-05 annual equipment maintenance agreement per Wire One Contract #M-10-1006-0505. Victor Valley Community College District will invoice Lucerne Valley Unified School District for 50 percent of the Wire One invoice amount.
3. In the event other districts/entities participate in providing ITV Compressed Video courses, the cost for the maintenance agreement will be divided equally among each participant.

All the terms of this agreement shall remain unchanged and in full force and effect as amended.

Lucerne Valley Unified School District

Jim Wheeler
Superintendent
10790 Barstow Road
Lucerne Valley, CA 92356

Date

Victor Valley Community College District

Jeffrey Cooper
Executive Vice President, Deputy Superintendent
18422 Bear Valley Road
Victorville, CA 92395

Date

INSTRUCTION

APRIL 12, 2005

TOPIC: AGREEMENT RENEWAL – SUNRISE FAMILY COUNSELING

TO THE SUPERINTENDENT/PRESIDENT:

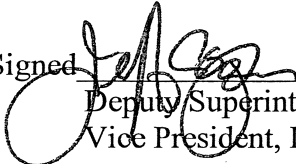
The district wishes to renew the clinical agreement with Sunrise Family Counseling to provide education facilities for clinical practice for Registered Nursing, Respiratory Therapy, Emergency Medical Technician, Emergency Medical Technician-Paramedic, Nursing Assistant, Home Health Aide, Phlebotomy and other related Allied Health programs for the benefit of Victor Valley College students according to the terms and conditions of the agreement as attached.

Fiscal Impact: None

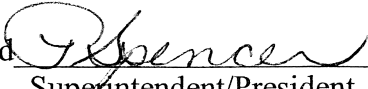
RECOMMENDATION:

It is recommended that the Board of Trustees approve the renewal agreement with Sunrise Family Counseling.

REFERENCE FOR AGENDA: YES

Signed  _____
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 COLLEGE

18422 Bear Valley Road
Victorville, California 92392-5849

THIS AGREEMENT is made and entered into this 13th day of April 2005, between SUNRISE FAMILY COUNSELING hereinafter called HOSPITAL, and VICTOR VALLEY COLLEGE, hereinafter called COLLEGE.

IT IS HEREBY AGREED AS FOLLOWS:

BASIS AND PURPOSE OF THE AGREEMENT

WHEREAS COLLEGE and HOSPITAL acknowledge a public obligation to contribute to education for Registered Nursing, Respiratory Therapy, Emergency Medical Technician, Emergency Medical Technician-Paramedic, Nursing Assistant, Home Health Aide, Medical Assistant, Phlebotomy and other related Allied Health programs for the benefit of students and for the community needs, and

WHEREAS, COLLEGE has established programs in the aforementioned disciplines which require the education facilities of HOSPITAL in clinical practice, and

WHEREAS it is the mutual benefit of both COLLEGE and HOSPITAL that students have opportunities for clinical education as students and future practitioners,

The following agreement is effected by the proper authorizing bodies of both parties each in independent status from the other. The agreement is to be governed by the following general concepts of cooperative action:

PERIOD OF AGREEMENT

The period of agreement shall be from April 13th, 2005 until April 12th, 2009. Either party may terminate this agreement by giving to the other party written notice that the agreement will terminate no earlier than the end of the college term that is in session at that time.

RESPONSIBILITIES OF COLLEGE

A. Educational

1. COLLEGE assumes full responsibility for offering an educational program eligible for accreditation by all applicable including educational, occupational, and career disciplines, county, state, and national.
2. COLLEGE will ensure the same quality of educational expertise as it does all other curriculum offerings.
3. COLLEGE will provide the necessary faculty qualified, certified, licensed, or registered appropriate to the health disciplines named above.
4. COLLEGE faculty will plan, develop, and implement all clinical instruction and evaluation of students.

5. COLLEGE faculty will develop a "Clinical Instruction Plan" for use of HOSPITAL clinical areas to meet educational goals of the program. This plan will be made available to HOSPITAL prior to the beginning of the school term subject to revision based on HOSPITAL patient care responsibilities.
6. COLLEGE will ensure through orientation that all faculty and students are completely knowledgeable of HOSPITAL policies, practices standards, regulations, and available facilities prior to use of those facilities.
7. COLLEGE must assure that students assigned to clinical experiences meet all criteria of health, academic aptitude, and ability to profit from the experiences.
8. COLLEGE may select students for the programs, but will not discriminate against any employee or applicant for employment or registration in its course of study because of race, color, creed, sex, age, or national origin.

B. General

1. COLLEGE faculty may request HOSPITAL staff participation on a voluntary basis as resource persons, clinical experts, and in planning meetings.
2. Students will have the status of "learners" and will not replace HOSPITAL staff but will give service to patients as it relates to scheduled clinical instruction.
3. During clinical assignment, students are subject not only to COLLEGE policy but to the same standards set for HOSPITAL employees in matters relating to the welfare of patients.
4. Students will wear assigned uniforms designated by COLLEGE and/or clinical areas.

RESPONSIBILITIES OF HOSPITAL

A. Educational

1. HOSPITAL will designate a staff member who will serve as Education Coordinator for specific college programs.
2. HOSPITAL may refuse educational access to its clinical areas to any COLLEGE staff or students who does not meet employee standards of conduct, appearance, safety, or health.

B. General

1. If at any time, the conduct of any student be such as to impair their usefulness or as to unfavorably affect the morale of their coworkers or of HOSPITAL employees; or if in the judgment of HOSPITAL, the work or conduct of such student shall be of an unacceptable quality or of such character as to impair or endanger the health of patients, such student may be suspended by HOSPITAL from further work or experience at HOSPITAL unless and until HOSPITAL and COLLEGE shall agree to the contrary.

2. HOSPITAL, at their discretion, may ask COLLEGE faculty to serve on committees in matters contributing to the quality of patient care as it applies to college students participating in clinical experience.
3. HOSPITAL shall on any day when students are participating in the clinical experience program at hospital facilities, provide to students and faculty emergency health care or first aid for accidents occurring on its facilities. HOSPITAL shall not be financially responsible for such care.
4. HOSPITAL may resolve any problem situation in favor of the patients' welfare and restrict the student involved to the observer role until the incident can be clarified by the staff in charge and the instructor. HOSPITAL shall have ultimate responsibility for the patient.
5. HOSPITAL will at all times retain full responsibility for patient care.

LIABILITY STATUS OF THE CONTRACTING AGENCIES

- A. COLLEGE agrees to provide evidence to HOSPITAL of insurance for college students against accidents/injuries that may occur on HOSPITAL premises.
- B. COLLEGE hereby holds HOSPITAL harmless from any liability arising out of the performance of this agreement.
- C. HOSPITAL hereby holds COLLEGE harmless from any liability arising out of this agreement.
- D. COLLEGE will require students participating in the clinical experience program to establish and maintain malpractice insurance in the amount of \$1,000,000 each occurrence and \$3,000,000 aggregate.

DURATION OF CONTRACT

- A. This agreement will be reviewed by all parties concerned at least annually and changes and/or additions indicated by attached addendum.

**Victor Valley Community College District
18422 Bear Valley Road
Victorville, CA 92392**

**Sunrise Family Counseling
16192 Siskiyou, Suite #1
Apple Valley, CA 92307**

Date

Date

INSTRUCTION

APRIL 12, 2005

TOPIC: AGREEMENT FOR PERSONAL SERVICES-DAVID MAYNARD

TO THE SUPERINTENDENT/PRESIDENT:

The district wishes to enter into an Agreement for Personal Services with David Maynard for the period of March 8, 2005 through April 29, 2005, for the evaluation services of three full time and three part time chemistry instructors for a total of 12 sections as attached. Total amount to be paid to Mr. Maynard is not to exceed \$1,350.

Fiscal Impact: Not to exceed \$1,350.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the Agreement for Personal Services with David Maynard for evaluation services as attached.

REFERENCE FOR AGENDA: Yes

Signed

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 _____

FROM :

PHONE NO. :

Mar. 07 2005 05:32PM P1

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

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

David Maynard

CONSULTANT

SOCIAL SECURITY NUMBER

MAILING ADDRESS

SAN BERNARDINO
CITY

CA
STATE

92404
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 3/8/05 and shall be completed on or before 4/29/05

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: *Evaluation services of three full time (new temporary) + 3 part time Chemistry instructors for a total of 12 sections x \$75.00 = \$900.00, Additional 6 hours of debrief and mentor instructors @ \$450.00. Total: \$1,350.00*

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 4/29/05
Date

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

Payment (s) as requested, by timesheet or personal invoices.

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:	FOR THE CONSULTANT:
Requesting Department Authorization _____	<i>David F. Maynard</i> Signature
Name Authorized Agent _____	<u>3/07/05</u> Date
Date _____	Account # _____

INSTRUCTION

APRIL 12, 2005

TOPIC: CURRICULUM CHANGES

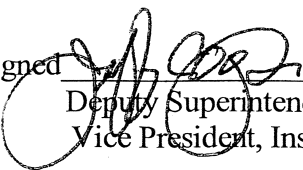
TO THE SUPERINTENDENT/PRESIDENT:

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 February 24, 2005 and March 24, 2005 are listed on the attached sheet.

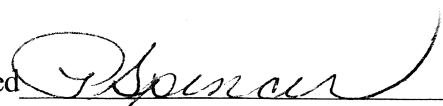
RECOMMENDATION:

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 
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 _____

2004/2005 CURRICULUM COMMITTEE RECOMMENDATIONS
February 24, 2005 and March 24, 2005 Meetings

COURSE	TITLE	CHANGE/JUSTIFICATION	DEGREE APPROPRIATE	ACTION DATE
AGNR 123	Introduction to Plant Science	New course/This course will help fulfill the lower division requirements for transfer students planning to go into the horticulture, landscaping, and natural resource management programs offered in the department of Agriculture and Natural Resources.	Transfer	2/24/2005
AGNR 50	Equine Health	New course/The High Desert has a shortage of Equine Vets. This course will inform local horse owners on preventative care and basic health care practices they can perform at home and will be offered in collaboration with local horse groups.	Associate	2/24/2005
Agriculture and Natural Resources	Natural Resource Management Certificate	Update certificate/Changed from 12.0-15.0 units to 15.0-17.0 units; added new AGNR 123 course to Group I courses; deleted CHEM 100 from Group II courses.	N/A	2/24/2005
AJ 124	Vice, Narcotics and Organized Crime	Delete course/Course content duplicated in other Administration of Justice courses.	N/A	2/24/2005
AJ 134	Police Field Operations	Delete course/Course no longer meets industry requirements.	N/A	2/24/2005
AJ 20	Public Safety Internship Academy Part I	Delete course/Course no longer offered since high school students concurrent enrollment requirements require college-level content.	N/A	2/24/2005
AJ 21	Public Safety Internship Academy Part II	Delete course/Course no longer offered since high school students concurrent enrollment requirements require college-level content.	N/A	2/24/2005
AJ 22	Public Safety Internship Lab	Delete course/Course no longer offered since high school students concurrent enrollment requirements require college-level content.	N/A	2/24/2005
AJ 30	PC 832 Firearms	Course update; title change from Level III Firearms to PC 832 Firearms/Update and title change reflects current POST standards and state laws on firearm certification.	Non-degree	2/24/2005
AJ 58	PC 832 Laws of Arrest	Course update; title change from PC 832 Law Enforcement to PC 832 Laws of Arrest/Update reflects current POST standards and learning objectives as well as student outcomes.	Associate	2/24/2005
AJ 6	School Police Officer (PC 832.2)	Delete course/Course deleted by Commission on Peace Officer Standards and Training (POST).	N/A	2/24/2005
AJ 71	Intermediate Traffic Accident Investigation (Skidmark Analysis)	Delete course/Content duplicated in other Administration of Justice courses.	N/A	2/24/2005
AJ 72	Traffic Accident Reconstruction	Delete course/Course does not meet any of the industry needs.	N/A	2/24/2005
AJ 8	Career Development in Criminal Justice	Delete course/Content duplicated in other Administration of Justice courses.	N/A	2/24/2005
AJ 80	Level III Modulated Basic Course	Course update/Update reflects changes in course content established by POST as of January 2005.	Associate	2/24/2005
AJ 82A	Law Enforcement Academy Module D part A	Delete course/Course has been de-certified by POST and replace with Level III, II, and I modulated formats.	N/A	2/24/2005

2004/2005 CURRICULUM COMMITTEE RECOMMENDATIONS
February 24, 2005 and March 24, 2005 Meetings

COURSE	TITLE	CHANGE/JUSTIFICATION	DEGREE APPROPRIATE	ACTION DATE
AJ 82B	Law Enforcement Academy Module D part B	Delete course/Course has been de-certified by POST and replace with Level III, II and I modulated formats.	N/A	2/24/2005
Administration of Justice	Public Safety Internship Certificate	Delete certificate/Certificate no longer available since concurrent enrollment regulations have changed.	N/A	2/24/2005
Administration of Justice	School Police Course (PC 832.2) Certificate	Delete certificate/Certificate replaced with current PC 832.3 certificate.	N/A	2/24/2005
AUTO 72	Motorcycle Electrical and Fuel System Repair	Delete course/Course material is covered in other motorcycle classes.		2/24/2005
BET 141A	Windows XP Operating System	Approve as online course/To provide online access to classes which are components of the certificates currently offered in BET.	Transfer	2/24/2005
FIRE 1	Fire Command 1C - I-Zone Fire Fighting for Company Officers	New course/Course reflects a new requirement for Fire Officer Certification by the Office of the State Fire Marshal.	Non-degree	2/24/2005
PHIL 108	Contemporary Moral Issues	Course update/Required Title V update.	Transfer	3/24/2005
PHIL 108	Contemporary Moral Issues	Approve Recommended Preparation of ENGL 101/Required Title V update.		3/24/2005
PHIL 108	Contemporary Moral Issues	Approve as online course/Student demand for additional online Philosophy Class.	Transfer	3/24/2005
PHIL 120	Introduction to Ancient and Medieval Philosophy	Course update/Required Title V update.	Transfer	3/24/2005
PHIL 120	Introduction to Ancient and Medieval Philosophy	Approve Recommended Preparation of ENGL 101/Required Title V update.		3/24/2005
PHIL 120	Introduction to Ancient and Medieval Philosophy	Approve as online course/Student demand for additional online Philosophy Class.	Transfer	3/24/2005
PHIL 121	Introduction to Modern and Contemporary Philosophy	Course update/Required Title V update.	Transfer	3/24/2005
PHIL 121	Introduction to Modern and Contemporary Philosophy	Approve Recommended Preparation of ENGL 101/Required Title V update.		3/24/2005
PHOT 100	Beginning Photography	Course update; change units from 4.0 to 3.0 and lec/lab hours from 3/3 to 2/3/Most California Community Colleges teach this course as 3.0 units. It has been determined the extra time is not required to teach this course.	Transfer	3/24/2005
RLST 115	Religion in America	Course update/Required Title V update.	Transfer	3/24/2005
RLST 115	Religion in America	Approve Recommended Preparation of ENGL 101/Required Title V update.	Transfer	3/24/2005
RLST 207	Introduction to Critical Thinking	New course cross listed with PHIL 207 Introduction to Critical Thinking/Subject matter of PHIL 207 is appropriate for cross-listing in the discipline of Religious Studies.	Transfer	3/24/2005

INSTRUCTION

APRIL 12, 2005

TOPIC: STUDENT TRAVEL – TANF CONFERENCE

TO THE SUPERINTENDENT/PRESIDENT:

Authorization is requested to allow the following three Victor Valley College Child Development students and Sandy Visser, Child Development Department Chairperson, to participate in the TANF conference in Long Beach, California, from April 13 through April 15, 2005:

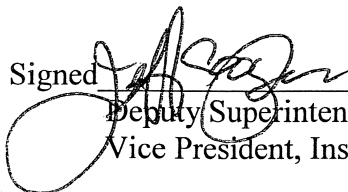
Michael Gutierrez
Malisa Gutierrez
Laura Lynd

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

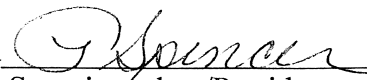
RECOMMENDATION:

It is recommended that the Board of Trustees approve travel for three students and Sandy Visser to attend the TANF Conference from April 13 through April 15, 2005.

REFERENCE FOR AGENDA: No

Signed 
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

INSTRUCTION

APRIL 12, 2005

TOPIC:AGREEMENT (AMENDED) -CHILD DEVELOPMENT SERVICES #FCTR-4102

TO THE SUPERINTENDENT/PRESIDENT:

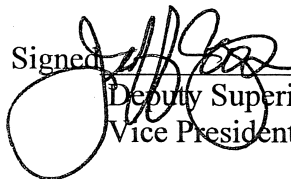
The district desires to enter into an amended agreement (Amendment 03) with the California Department of Education for Child Development Services for the 2004-2005 fiscal year. The 2004/05 Funding Terms and Conditions (FT&C) shall be amended in accordance with the attached 2004/05 amended FT&C Language which by this reference is incorporated therein.

Fiscal Impact: None.

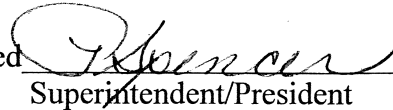
RECOMMENDATION:

It is recommended that the Board of Trustees approve the amended agreement (Amendment 03) with the California Department of Education for Child Development Services contract #FCTR-4102 per the terms and conditions contained therein.

REFERENCE FOR AGENDA: YES

Signed  _____
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 _____



CALIFORNIA DEPARTMENT OF EDUCATION

1430 N Street

Sacramento, CA 95814-5901

F.Y. 04 - 05

Amendment 03

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

FT&C Change Only

DATE: July 01, 2004

CONTRACT NUMBER: FCTR-4102

PROGRAM TYPE: CCDF CENTER CHILD CARE

PROJECT NUMBER: 36-6792-00-4

CONTRACTOR'S NAME: VICTOR VALLEY COMMUNITY COLLEGE DISTRICT

This agreement with the State of California dated July 1, 2004 designated as number FCTR-4102 and Amendment #01 (COLA) and Amendment #02 (INFLATION CORRECTION) shall be amended in the following particulars but no others:

The Maximum Reimbursable Amount (MRA) payable pursuant to the provisions of this agreement shall be \$161,706.00. (No change)

The 2004/05 Funding Terms and Conditions (FT&C) shall be amended in accordance with the attached 2004/05 amended FT&C Language which by this reference is incorporated herein.

EXCEPT AS AMENDED HEREIN all terms and conditions of the original agreement shall remain unchanged and in full force and effect.

STATE OF CALIFORNIA				CONTRACTOR			
BY (AUTHORIZED SIGNATURE)				BY (AUTHORIZED SIGNATURE)			
PRINTED NAME OF PERSON SIGNING Donna Salaj				PRINTED NAME AND TITLE OF PERSON SIGNING			
TITLE Manager Contracts Office				ADDRESS			
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 0 PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 161,706 TOTAL AMOUNT ENCUMBERED TO DATE \$ 161,706	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs			FUND TITLE Federal			
	(OPTIONAL USE) 0656 FC# 93.596 PC# 000321			13609-6792			
	ITEM 30.10.020.001 6100-196-0890	CHAPTER 208	STATUTE 2004	FISCAL YEAR 2004-2005			
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 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			

Department of General Services
use only

**CHILD CARE AND DEVELOPMENT
2004/2005 LANGUAGE CHANGES TO
THE FUNDING TERMS AND CONDITIONS (FT&C)**

These changes should be added to the FT&C for the following contract types:
(GCTR/GPRE/GWAP/GLTK/GMIG/GFCC/GCAM/GHAN/FCTR/FFCC)

Note: The page numbers cited may be a few pages off depending on the contract type.

Add the following definitions to Section I, "Definitions" (p.1):

"Compliance review" means that a team of the CDE staff reviews a contractor's program at the program site to determine compliance with applicable laws, regulations, or contractual provisions.

"CCR" means the monitoring and review instrument for child development programs that is used to determine compliance and is contained within the "Coordinated Compliance Review Guide."

Amend Section II, "General Provisions" as follows:

- L. At least once every three (3) years and as resources permit, the CDE shall conduct reviews at the contractor's office(s) and operating facility(ies) to determine the contractor's compliance with applicable laws, regulations, or contractual provisions.

The reviews shall be conducted according to the provisions of the CCR, as defined in Section I.

The reviews shall be conducted by consultants, analysts, and/or management staff of the ~~CDD, CDE's Audits and Investigations Division (A&I, and Child Development Fiscal Services (CDFE),~~ or other State of California representatives.

Add the following definitions to Section 1., Program Requirements "Definition" (p.30):

"Agency Annual Report" is a form issued by the department for use by contractor's to submit a summary of findings of the program self-evaluation.

"Developmental profile" means a record of a child's physical, cognitive, social, and emotional development that is used to inform teachers and parents about a child's developmental progress in meeting desired results. In center-based programs, teacher and parent observations shall be included as part of the information used to complete the child's developmental profile. In family child care home networks, the observations of agency staff, in consultation with providers, and parents shall be included as part of the information used to complete the child's developmental profile.

"Desired Results Developmental Profile" is a document issued by the department to record the information in the developmental profile defined above.

"Desired Results Parent Survey" is a document issued by the department to solicit information from parents regarding the child care program or services that the child and family receive.

"Education program" means the environment, activities, and services provided to the children.

"Environment rating scale" means an instrument that measures program quality by rating the education program as defined above, the staff development program as defined below, and parent involvement and education as defined below. Environment rating scales include the following: "ECERS-R" means the document entitled, Early Childhood Environment Rating Scale, Revised Edition, 1998; (2) "ITERS" means the document entitled, Infant-Toddler Environment Rating Scale, 1990; (3) "FDCRS" means the document entitled, Family Day Care Rating Scale, 1989; (4) "SACERS" means the document entitled, School-Age Care Environment Rating Scale, 1996.

"Parent involvement and education" means those activities specifically designed to include parents in the education of their children, help parents participate in the program, and enhance their understanding of child development.

"Parent survey" means a questionnaire completed by the parent to assess the child care program or services that the child and family receive. The parent survey asks for information about how the program helps parents support their child's learning and development and meets the family's needs.

"Program self-evaluation process" means those activities and procedures used by the contractor to evaluate its program quality and compliance with applicable laws, regulations, and contractual provisions.

"Staff development program" means those activities that address the needs, interests, and skills of program staff or service providers to improve program quality.

Amend The Program Quality Requirements section as follows (p. 46):

I. PROGRAM PHILOSOPHY, GOALS AND OBJECTIVES

Each contractor shall have a written philosophical statement and goals and objectives which support that philosophy. The governing body of each contractor shall approve the program philosophy, goals and objectives. The goals and objectives shall address the requirements contained in Sections II through IX below and shall reflect the cultural and linguistic characteristics of the families served by the contractor.

II. DEVELOPMENTAL PROFILE

~~A. A "developmental profile" is a record of a child's physical, cognitive, social and emotional development. Teacher and parent observations shall be included as part of the child's developmental profile. The contractor shall~~

~~complete a developmental profile of each child upon enrollment and at least at the following intervals:~~

- ~~1. Infants once every three (3) months~~
- ~~2. Toddlers once every six (6) months~~
- ~~3. Preschoolers every twelve (12) months~~

~~Contractors serving school-age children need not conduct a developmental profile but shall identify each child's needs, skills and interests upon enrollment and annually thereafter.~~

~~B. When a child will be transferring to a local public school from a program serving preschool-age children, the contractor shall provide the parent or guardian with information from the previous year deemed beneficial to the child and the public school teacher, including, but not limited to, development issues, social interaction abilities, health background, and diagnostic assessments if any. The preschool program may, with permission of the parent or guardian, transfer this information to the child's elementary school.~~

~~The contractor shall use the developmental profiles to plan and conduct age and developmentally appropriate activities.~~

A. The contractor shall complete the age-appropriate Desired Results Developmental Profile, as defined Section I, Program Requirements, for each child who is enrolled in the program for at least 10 hours per week.

B. The Desired Results Developmental Profile required above shall be completed for each child within 60 calendar days of enrollment and at least at the following intervals thereafter:

1. Infants once every three (3) months;
2. Toddlers once every four (4) months;
3. Preschoolers once every six (6) months;
4. School-age children once every six (6) months.

C. The contractor shall use the developmental profiles to plan and conduct age and developmentally appropriate activities.

D. If a child has a disability, and/or has an Individualized Education Program, the developmental profile will be completed with any necessary accommodations and adaptations. Notwithstanding subsection (a), a developmental profile is required for a child with an Individualized Education Program even if that child is enrolled for less than 10 hours per week.

E. When a child will be transferring to a local public school from a program serving preschool-age children, the contractor shall provide the parent or guardian with information from the previous year deemed beneficial to the child and the public school teacher, including, but not limited to, development issues, social interaction abilities, health background, and diagnostic assessments if any. The preschool program may, with permission of the parent or guardian, transfer this information to the child's elementary school.

The contractor shall use the developmental profiles to plan and conduct age and developmentally appropriate activities.

III. EDUCATION PROGRAM

~~Each contractor shall include in its program an educational program component that is developmentally, culturally and linguistically appropriate for the children served. The educational program component shall provide activities which will facilitate a child's physical, cognitive, social and emotional development.~~

The standards for the child development and education program component shall include, but are not limited to, the following:

- A. The program approach is developmentally, linguistically, and culturally appropriate.
- B. The program is inclusive of children with special needs.
- C. The program encourages respect for the feelings and rights of others.
- D. The program supports children's social and emotional development by:
 - 1. Building trust;
 - 2. Planning routines and transitions so they can occur in a timely, predictable, and unhurried manner; and
 - 3. Helping children develop emotional security and facility in social relationships.
- E. The program provides for the development of each child's cognitive and language skills by:
 - 1. Using various strategies, including experimentation, inquiry, observation, play, and exploration;
 - 2. Ensuring opportunities for creative self-expression through activities such as art, music, movement, and dialogue;
 - 3. Promoting interaction and language use among children and between children and adults; and
 - 4. Supporting emerging literacy and numeracy development.
- F. The program promotes each child's physical development by providing sufficient time, indoor and outdoor space, equipment, materials, and guidelines for active play and movement.
- G. The program promotes and maintains practices that are healthy and safe.

IV. STAFF DEVELOPMENT PROGRAM

Each contractor shall develop and implement a staff development program which includes the following:

- A. Identification of training needs of staff or service providers
- B. Written job descriptions
- C. An orientation plan for new employees

- D. An annual written performance evaluation procedure unless a different frequency of performance evaluations is specified in a contractor's collective bargaining agreement with their employees
- E. Staff development opportunities which include topics related to the functions specified in each employee's job descriptions and those training needs identified by the contractor pursuant to Section IV.A above; and
- F. An internal communication system that provides each staff member with the information necessary to carry out his or her assigned duties

V. PARENT INVOLVEMENT AND EDUCATION

Each contractor shall include in its program a parent involvement and education component which shall include the following:

- A. An orientation for parents that includes topics such as program philosophy, program goals and objectives, eligibility criteria and priorities for enrollment, fee requirements, due process procedures; ~~and program activities~~
- B. At least two (2) individual parent(s)/teacher conferences with the parent(s) per year. For school age programs, such conferences may be informal;
- C. Parent meetings with program staff;
- D. An open door policy ~~which~~ that encourages parents to participate in the daily activities whenever possible;
- E. A parent Advisory Committee which advises the contractor on issues related to services to families and children;
- F. Sharing information between staff and parents concerning their child's progress.

VI. HEALTH AND SOCIAL SERVICES

Each contractor shall include in its program a health and social service component that:

- A. Identifies the needs of the child and the family for health or social services
- B. Refers a child and/or family to appropriate agencies in the community based on the health or social service needs
- C. Conducts follow-up procedures with the parent to ensure that the needs have been met.

VII. COMMUNITY INVOLVEMENT

Each contractor shall solicit support from the community including the solicitation for donated goods and services. Each contractor shall provide information to the community regarding the services available. Contractors may utilize media or other forms of communication in the community.

VIII. NUTRITION

Each contractor shall include in its program a nutrition component that ensures that the children have nutritious meals and snacks during the time in which they are in the program. The meals and snacks shall be culturally and developmentally appropriate for the children being served and shall meet the nutritional requirements specified by the federal Child and Adult Care Food or the National School Lunch program.

IX. ANNUAL SELF-STUDY PROCESS

~~Each contractor shall develop and implement an annual self-study plan that determines if the program goals and objectives are being met. The self-study shall include a self-assessment by the contractor using the coordinated Compliance/Contract Monitoring Review instrument in accordance with instructions specified by the CDD. The self-study plan shall include assessment of the program by parents. The contractor shall submit a summary of the findings of the self-study to the CDD by June 1 of each year. The contractor shall modify its goals and objectives to address any areas identified during the self-study as needing improvement.~~

- A. Each contractor shall develop and implement an annual plan for its program self-evaluation process.
- B. The annual plan shall include the following:
 1. A self-evaluation based on the use of the CCR, as defined in Section I, Program Requirements.
 2. An assessment of the program by parents using the Desired Results Parent Survey, as defined in Section I, Program Requirements.
 3. An assessment of the program by staff and board members as evidenced by written documentation.
 4. An analysis of the CCR findings, including the Desired Results Developmental Profiles, the environment rating scales, and the Desired Results Parent Survey, each of which are defined in Section I, Program Requirements, together with all other self-evaluation findings.
 5. A written list of tasks needed to modify the program in order to address all areas that need improvement, as indicated in the analysis specified in Section IX. B. 4.
 6. Procedures for the ongoing monitoring of the program to assure that areas of the program that are satisfactory continue to meet standards, and areas requiring modification pursuant to Section IX. B. 5, are addressed in a timely and effective manner.
- C. The contractor shall use the Agency Annual Report, as defined in Section I, Program Requirements, to submit a summary of the findings of the program self-evaluation to the CDE by June 1 of each year.
- D. The contractor shall modify its program to address any areas identified during the self-evaluation as needing improvement.

X. PARENT SURVEY (Add)

- A. Each contractor shall annually distribute the Desired Results Parent Survey, as defined in Section I, Program Requirements, to parents; collect the surveys from parents; and analyze the results.
- B. The contractor shall use the parent survey results to plan and conduct activities to help parents support their child's learning and development and to meet the family's needs.

C. The contractor shall use the results and analysis of the parent survey as part of its annual self-evaluation process.

XI. ENVIRONMENT RATING SCALES

A. Center-based programs and family child care home networks shall complete an environment rating scale as defined in Section I, Program Requirements, that is appropriate for the type of setting and age of children served, to measure program quality:

1. Every three (3) years as part of the program compliance review; and
2. Annually as part of the self-evaluation process.

B. For each environment rating scale completed, the contractor shall achieve a minimum average score of "Good" on each subscale.

ADMINISTRATIVE SERVICES

APRIL 12, 2005

TOPIC: BOARD OF TRUSTEES TRANSFER AND PAYMENT REPORTS

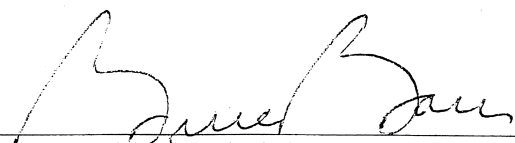
TO THE SUPERINTENDENT/PRESIDENT:

This is of a routine nature.

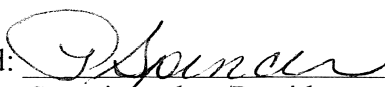
RECOMMENDATION:

It is recommended that the Board of Trustees approve the Board of Trustees Transfer and Payment 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**

April 9, 2005

Batch	Reference	Fund
BUDGET TRANSFERS		
310	50106	01
	50107	
320	50116	01
336	50120	01
INTERFUND TRANSFERS		
278	52060	01/72
279	52061	01/72
298	52097	01/72
304	52115	01/72

BOARD PAYMENT REPORT
 BOARD OF TRUSTEES MEETING APRIL 12, 2005

	General Fund	Cafeteria	Cap Projects Fund	Child Dev Ctr Fund	Insurance Trust	Debt Repayment
BATCH 422A			\$97,473.00			
BATCH 423	\$2,256.00					
BATCH 424	\$7,495.54					
BATCH 425	\$71,121.37					
BATCH 425A	\$4,717.00			\$55.00		
BATCH 426						
BATCH 427	\$73.94					
BATCH 428	\$38,218.91					
BATCH 428A	\$3,418.36					
BATCH 429	\$305.20					
BATCH 430	\$355.70					
BATCH 431	\$295.00					
BATCH 432	\$57.70					
BATCH 433	\$414.93					
BATCH 434	\$108.77					
BATCH 435						
BATCH 435A						
BATCH 436	\$2,344.14					
BATCH 437	\$246.80					
BATCH 437A	\$15,566.67					
BATCH 438	\$43,668.50					
BATCH 438	\$3,175.28					
BATCH 439	\$62,987.17					
BATCH 440	\$32,240.26					
BATCH 440A	\$11,165.21					
BATCH 441	\$23,090.90					
BATCH 441A	\$14,954.86					
BATCH 442						
BATCH 442						
BATCH 442A			\$25,283.25			
BATCH 443				\$82.99		
BATCH 444	\$333.00					
BATCH 445	\$5,745.04					
BATCH 446	\$161,952.82					
BATCH 447	\$10,517.02					
BATCH 448						\$4,682.11
BATCH 449	\$5,453.31					

BOARD OF TRUSTEES MEETING APRIL 12, 2005

	General Fund	Cafeteria	Cap Projects Fund	Child Dev Ctr Fund	Insurance Trust	Debt Repayment
BATCH 449A	\$1,350.00					
BATCH 450						
BATCH 451	\$6,580.55					
BATCH 451A	\$1,785.75					
BATCH 452	\$9,802.64					
BATCH 452A	\$7,090.00					
BATCH 453	\$983.26					
BATCH 454	\$318.56					
BATCH 455	\$874.17					
BATCH 456	\$907.33					
BATCH 457	\$11,970.89					
BATCH 457A	\$15,256.13					
BATCH 458 VOIDED						
BATCH 458A	\$2,250.90					
BATCH 459	\$704.00					
BATCH 460	\$5,314.72					
BATCH 461A	\$1,037.28					
BATCH 461	\$6,194.50					
BATCH 462 VOIDED						
BATCH 462A	\$1,000,000.00					
BATCH 463 VOIDED						
BATCH 463A	\$5,817.97					
BATCH 464	\$6,210.00					
BATCH 465	\$47,184.17					
BATCH 465A	\$1,691.23					
BATCH 466	\$18,982.35					
BATCH 466A	\$7,127.00					
BATCH 467			\$10,409.73			
BATCH 468	\$3,645.50					
BATCH 469			\$21,566.31			
BATCH 469A			\$6,285.60			
BATCH 470	\$28,293.60					
BATCH 471	\$350.74					
BATCH 472	\$91.54					
BATCH 473	\$909.14					
BATCH 474	\$6.86					

BATCH 475 \$219.00
 BATCH 476 \$4,435.64
BOARD OF TRUSTEES MEETING APRIL 12, 2005

	Cafeteria	Cap Projects Fund	Child Dev Ctr Fund	Insurance Trust	Debt Repayment
BATCH 477	\$61.89				
BATCH 478	\$310.09				
BATCH 479	\$23,259.39				
BATCH 479A	\$1,152.35				
BATCH 480	\$123,698.38				
BATCH 480A	\$21,436.00				
BATCH 481 VOIDED					
BATCH 481A	\$23,346.12				
TOTALS	\$1,912,929.04	\$0.00	\$161,017.89	\$137.99	\$8.78
					\$4,682.11

ADMINISTRATIVE SERVICES

APRIL 12, 2005

TOPIC: AGREEMENTS

TO THE SUPERINTENDENT/PRESIDENT:

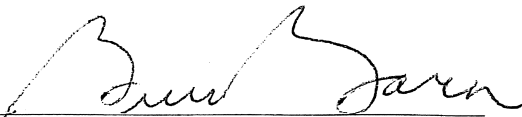
The vendors and/or consultants listed on the attached reference sheet have been designated to perform the services listed for the district at the amounts specified during the fiscal year 2004-2005. Payment to vendors and consultants for services rendered per these agreements is in accordance with district, county, state and/or federal regulations.

Fiscal Impact: see attached detail listing

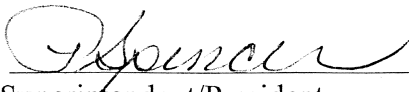
RECOMMENDATION:

It is recommended the Board of Trustees ratify the agreement(s) as detailed on the attached reference.

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 _____

CONSENT AGENDA - AGREEMENTS/CONTRACTS

APRIL 12, 2005

Vendor/Consultant	Service	Amount
Eureka	CA Career Information System Site License	3652.73
Mitchell, Dennis	Evaluation Services of Temporary FT Faculty	150.00
Valley Floors	Carpeting Allied Hlth Bldg Room 3	3,799.00
Total		\$7601.73

ADMINISTRATIVE SERVICES

APRIL 12, 2005

TOPIC: AMEND CONTRACT – CAL K-12 CONSTRUCTION, INC.

TO THE SUPERINTENDENT/PRESIDENT:

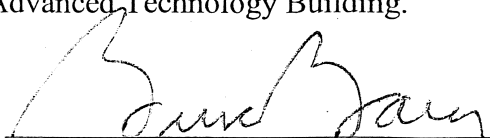
The district wishes to grant the request submitted by CAL K-12 Construction, Inc. to amend their contract with the district, per the terms of the attachment dated March 23, 2005. This will allow time for the district to complete all real estate investigation and approvals necessary to move forward and bid the project.

Fiscal Impact: None

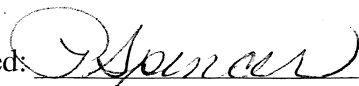
RECOMMENDATION:

It is recommended the Board of Trustees approve contract amendment requested by CAL K-12 as requested for the Constructional Management of the Advanced Technology Building.

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 _____



Steve Morse
Chief Executive Officer
smorse@calk12.com

Diane Storms
Chief Financial Officer
dstorms@calk12.com

CONSTRUCTION, INC.

"We Manage to Succeed"

March 23, 2005

Mr. Steve Garcia
Victor Valley College
18422 Bear Valley Road
Victorville, CA 92395-5849

RE: Construction Management for the Advanced Technology Building
Amendment to Contract

Dear Mr. Garcia:

Pursuant to article 1.6.3 of our contract, we are requesting that the District extend the Scheduled Completion Date of the above listed project. We ask that Article 1.6.2 be amended to read the following:

1.6 Time.

1.6.2 *Time is of the essence in the performance of this Agreement. Except as otherwise provided herein with respect to time extensions, the Project shall be completed on or before **December 31, 2008**, (as such date may be extended or otherwise modified from time to time in accordance with Subparagraph 1.6.3 below, the "Scheduled Completion Date"). In the event the Project is not completed on or before the Scheduled Completion Date, the Construction Manager shall be assessed liquidated damages in the amount of \$750 per day for each calendar day that the completion of the Project is delayed beyond the Scheduled Completion Date. **It is agreed by the Construction Manager and the District that, because it would be impracticable and extremely difficult to fix the actual damages to the District should the entire project not be completed on or prior to the Scheduled Completion Date (as such date may be adjusted pursuant to subparagraph 1.6.3 hereof), there shall be assessed as liquidated damages, but not as a penalty, the amount heretofore stated for each day thereafter until the date that physical completion of the project has been reached.** The District may deduct liquidated damages described in this Subparagraph 1.6.2 from any unpaid amounts then or thereafter due the Construction Manager under this Agreement. Any liquidated damages not so deducted from any unpaid amounts due the Construction Manager shall be payable to the District upon accrual of the same, together with interest thereon, from the date such damages began to accrue until paid at the rate of interest set forth in Paragraph 7.2.2 hereof.*

Extension of our contract through December 31, 2008, will allow time for the District to complete all real estate investigation and approvals necessary to move forward and bid the project.

If you have any questions, do not hesitate to contact me.

Respectfully,

Diane Storms
Chief Financial Officer

Signature below indicates approval of the amendment to contract:

For Victor Valley Community College District

For Cal K-12

Signature/Date

Signature/Date

32598 Oak Glen Road
Yucaipa, CA 92399

Ph: (909) 795-9169
Fax: (909) 795-9432

www.calk12.com

HUMAN RESOURCES

APRIL 12, 2005

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

TO: THE BOARD OF TRUSTEES

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

Diana Sisk, Instructional Assistant II—Allied Health (50%), effective on or after April 13, 2005

Robin Grefsrud, Bookstore Assistant (classified special), effective on or after April 13, 2005

Melissa Lanceta, Bookstore Assistant (classified special), effective on or after April 13, 2005

Fiscal Impact: Budgeted Item

RECOMMENDATION:

It is recommended that the board approve the appointments listed.

REFERENCE FOR AGENDA: NO

Signed WILLIAM SISK D.P.
 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

APRIL 12, 2005

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 WILLIAM J. WHELAN
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 _____

**VICTOR VALLEY COLLEGE
NON-CLASSIFIED EMPLOYEES**

April 12, 2005

NAME	REQUESTED DATES OF EMPLOYMENT	POSITION	DEPARTMENT
<u>Student Workers Federal/State Work Study/Work Experience</u>			
Adams, Barbara	04/13/05-06/19/05	FWS/CALworks Student Worker	CDC
Kamel, Alaa Y.	04/13/05-06/19/05	FWS Student Worker	Counseling
Mace, Michael	04/13/05-06/19/05	EOPS Student Worker	EOPS
Richardson, Jamul G.	04/13/05-06/19/05	FWS Student Worker	Athletics
Webb, Mary	01/03/05-02/10/05	FWS Student Worker	Agriculture
<u>Student Workers</u>			
Hoskins, John P.	04/13/05-06/19/05	Student-Notetaker/Other	DSPS
Lopez, Jami	04/13/05-06/19/05	Student-Other	CDC
Morales, Jennifer	04/13/05-06/19/05	Student-Other	CDC
Rogers, Quentin	04/13/05-06/19/05	Student-Other	PAC
Swanberg, Virginia	04/13/05-06/19/05	Student-Notetaker/Other	DSPS
<u>Substitutes</u>			
Duarte, Sean	03/28/05-05/31/05	EOPS Specialist	Nursing/AH
Lewis, Felecia	04/13/05-05/09/05	Switchboard/Receptionist	EOPS
McCarrell, Lisa	04/13/05-06/30/05	HR Technician	Human Resources
Romberg, Robert	03/22/05-06/11/05	Computer Lab AH	Nursing
Stockman, William	04/13/05-06/11/05	Computer Lab AH	Student Services
<u>Volunteers</u>			
Courtney, Randy	04/13/05-06/30/05	Volunteer	Restaurant Manager
Green, Bret	04/13/05-06/30/05	Volunteer	PAC
Dalli, Taryn	04/13/05-06/30/05	Volunteer	Physical Education
South, Clinton	04/13/05-06/30/05	Volunteer	Athletics

HUMAN RESOURCES

APRIL 12, 2005

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 WILLIAM K. SCHMIDT
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

APRIL 12, 2005

TOPIC: ACADEMIC APPOINTMENTS

TO THE BOARD OF TRUSTEES:

The selection process has been completed in accordance with district hiring procedures, and the superintendent/president has approved the appointment of the following individual as detailed below. The district requests that the board approve the following appointments:

- 1. Michael Visser, temporary, one-semester instructor (spring) in administration of justice, effective on or after February 14, 2005

Fiscal Impact: Budgeted

RECOMMENDATION:

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

REFERENCE FOR AGENDA: NO

Signed WESLEY S. WHITMAN
 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 _____

BOARD OF TRUSTEES

APRIL 12, 2005

TOPIC: EXCUSED ABSENCE OF TRUSTEE

Board Policy 2725, Board Member Compensation, reads:

“Members of the board who attend all board meetings shall receive \$240 per month. The student member receives a scholarship of \$600 per semester. A member of the board who does not attend all meetings held by the board in any month shall receive, as compensation, an amount not greater than the pro rata share of the number of meetings actually attended.

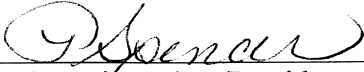
“A member of the board may be paid for a meeting when absent if the board, by resolution, finds that at the time of the meeting, the member is performing services outside the meeting for the community college district, is ill, on jury duty, or the absence is due to a hardship deemed acceptable by the board.” Reference: Education Code Section 72425

In accordance with Board Policy 2725, Trustee Dorothy M. Franke, has requested that her absence from the special board meeting of March 22, 2005, be excused due to illness, and that she be compensated for that meeting.

RECOMMENDATION:

It is recommended that board adopt the attached resolution, excusing Trustee Dorothy M. Franke’s absence from the March 22, 2005, special meeting of the Board and allowing her to be compensated for that meeting.

REFERENCE FOR AGENDA: Yes

Signed 
Superintendent/President

ACTION TAKEN BY THE BOARD:

MOTION _____

SECOND _____

Ayes ___ Noes ___

INFORMATION ONLY _____

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

April 12, 2005

WHEREAS, Education Code Section 72425(c) states, in part:

“A member may be paid for any meeting when absent if the board by resolution duly adopted and included in its minutes finds that at the time of the meeting he or she is performing services outside the meeting for the community college district, he or she was ill or on jury duty, or the absence was due to a hardship deemed acceptable by the board. The compensation shall be a charge against the funds of the district.”

NOW, THEREFORE, BE IT RESOLVED that Trustee Dorothy M. Franke was absent from the Board meeting of March 22, 2005, due to illness.

BE IT FURTHER RESOLVED that Trustee Dorothy M. Franke is eligible to receive compensation for the board meeting held on March 22, 2005.

This resolution was adopted by the Board of Trustees of the Victor Valley Community College District at its regular meeting of April 12, 2005.

Joe Range, President of the Board

Date

Bettye Underhill, Ph.D., Clerk of the Board

Date

BOARD OF TRUSTEES

APRIL 12, 2005

TOPIC: CCCT BOARD OF DIRECTORS ELECTION – 2005

According to the February 25, 2005, letter from the CCLC,

“The election of members of the CCCT board of the League will take place between March 10 and April 25, 2005. There are ten 2-year vacancies on the board. Each member community college district board of the League shall have **one vote for each of the ten vacancies** on the CCCT board. Only one vote may be cast for any nominee or write-in candidate. The ten candidates who receive the most votes will serve two-year terms. In the event of a tie vote for the last position to be filled, the CCCT board will vote to break the tie.


The 19 trustees who have been nominated for election to the CCCT board are listed on the attached sheets.

RECOMMENDATION:

It is recommended that the Board consider nominations for the CCCT board and take appropriate action.

REFERENCE FOR AGENDA: YES

TRANSMITTED TO THE BOARD WITH A FAVORABLE RECOMMENDATION:

Signed: 
Superintendent/President

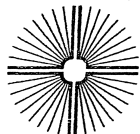
ACTION TAKEN BY THE BOARD:

MOTION _____

SECOND _____

Ayes ____ Noes ____

INFORMATION ONLY _____



COMMUNITY COLLEGE LEAGUE
OF CALIFORNIA

RECEIVED

MAR 2 2005

PRESIDENT'S OFFICE

DATE: February 25, 2005

TO: California Community College Trustees
California Community College District Chancellors/Superintendents

FROM: Jody Ansell

SUBJECT: CCCT BOARD ELECTION — 2005

The election of members of the CCCT board of the League will take place between March 10 and April 25. There are ten two-year vacancies on the board.

Each member community college district board of the League shall have one vote for each of the ten vacancies on the CCCT board. Only one vote may be cast for any nominee or write-in candidate. The ten candidates who receive the most votes will serve two-year terms. In the event of a tie vote for the last position to be filled, the CCCT board will vote to break the tie.

The 19 trustees who have been nominated for election to the board are listed on the attached sheet, in the Secretary of State's random drawing order.

Each community college district chancellor/superintendent will be mailed an official ballot for the election. In addition, chancellors/superintendents will receive copies of the biographic sketch form and statement of candidacy of each of the 19 candidates.

Please remember that: 1) ballots must be signed by the board secretary and board president or vice-president; and 2) no identifying information or signatures on the ballot return envelopes. Official ballots must be signed and returned to the League office, **postmarked no later than April 25**. Faxed ballots will **not** be accepted. The ballots will be opened and counted on April 29 by three tellers appointed by the CCCT President and the results announced at the CCCT Annual Conference.

If you have any questions on the CCCT board election, please call the League office.

Attachments:

List of Candidates

CHANCELLORS/SUPERINTENDENTS ONLY:

Official Ballot and Return Envelope

Candidates' Biographic Sketches and Statements

2005 CCCT ELECTION
CANDIDATES IN RANDOM DRAWING ORDER

1. Mary Anne Rooney, Ventura County CCD
2. *Georgia L. Mercer, Los Angeles CCD
3. Jeanette Mann, Pasadena Area CCD
4. Bill McMillin, Ohlone CCD
5. Maria Elena Serna, San Joaquin Delta CCD
6. *Donald L. Singer, San Bernardino CCD
7. *Tom Clark, Long Beach CCD
8. Brian Conley, Rancho Santiago CCD
9. Chris Constantin, West Valley-Mission CCD
10. Nancy C. Chadwick, Palomar CCD
11. Dennis Henderson, Victor Valley CCD
12. *Charles Hayden, Jr. Desert CCD
13. *Walter G. Howald, Coast CCD
14. Kathleen Burke-Kelly, Glendale CCD
15. Rosanne Bader, Mt. San Antonio CCD
16. *Luis Villegas, Santa Barbara CCD
17. Rich Grosch, San Diego CCD
18. *Mark Takano, Riverside CCD
19. Fred M. Tovar, San Jose-Evergreen CCD

* Incumbent

INSTRUCTION

APRIL 12, 2005

TOPIC: AGREEMENT – NORTHWOODS RESORT AND CONVENTION CENTER

TO THE SUPERINTENDENT/PRESIDENT:

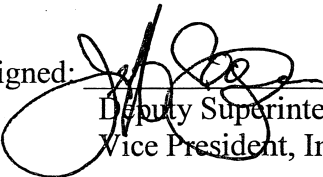
The District desires to enter in to a booking agreement with the Northwoods Resort and Convention Center for the purpose of holding a Department Chairs Retreat for the Victor Valley College Department Chairpersons. The purpose of the retreat is to prioritize resource needs and develop departmental goals and objectives. The retreat will take place on April 21-22, 2005 in Big Bear, California and will be sponsored by the President’s Office.

Fiscal Impact: None to the District. To be paid by funds from the Foundation.

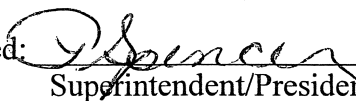
RECOMMENDATION:

It is recommended that the Board of Trustees approve the booking agreement with the Northwoods Resort and Convention Center for the purpose of holding a Department Chairs Retreat on April 21-22, 2005 in Big Bear, California.

REFERENCE FOR AGENDA: YES

Signed:  _____
Deputy Superintendent/Executive
Vice President, Instruction

TRANSMITTED TO THE BOARD WITH A FAVORABLE RECOMMENDATION:

Signed:  _____
Superintendent/President

ACTION TAKEN BY THE BOARD:

MOTION _____

SECOND _____

INFORMATION ONLY _____

NORTHWOODS RESORT GROUP BOOKING AGREEMENT

P.O. Box 2943 - 40650 Village Drive - Big Bear Lake, CA 92315
Phone (800) 866-3121 - Fax (909) 866-1451

GENERAL INFORMATION

ORGANIZATION: VICTOR VALLEY COLLEGE
FUNCTION NAME: Victor Valley College Department Chair Retreat
CONTACT(s): Lori Ornelas
TELEPHONE: 760-245-4271
FAX: 760-241-5723

Date: April 1, 2005
MKT: Education
DATE(s): April 21, 2005 - April 22, 2005
ADDRESS: 18422 Bear Valley Road
CITY: Victorville, CA 92392

Check-In 4:00pm * Check-Out 12:00pm

Date: 4/21/05 4/22/05
Day: Thursday Friday
King:
Double Queen: 15 c/o
TOTAL: 15 c/o

Rates Per Night*: Single/Double: \$79.00

* Plus Occupancy Taxes (6%) and Resort Association Fees (2.5%) - Currently Totaling 8.5%
Children 18 years and younger are accommodated free when accompanied by an adult.

RESERVATION: Rooming List Due Date: **04/06/2005**

It is our understanding that you will be providing a list of names for all attendees of this event. To facilitate the handling of reservations, please forward a complete list of names, noting arrival date, departure date and any special requests to my attention.

SPECIAL REQUESTS: Room reservations special requests will be accommodated on a first come, first serve basis. All requests will be duly noted, and although **NORTHWOODS RESORT** cannot guarantee the requests, we will make every effort to do so, based on the type of request and availability at the time of reservation.

CHECK-IN/CHECK-OUT: Our check-in time is 4:00pm and check-out time is 12:00pm. Guests arriving prior to check-in time will be accommodated on a space available basis. Our Guest Services Department can provide luggage storage and changing areas for guests arriving early or attending functions on their day of departure.

GRATUITIES: To thank those in our Guest Services Department, we suggest the following guidelines: \$6.00 luggage delivery/pick-up per room; guest amenity deliveries \$1.00 per room; \$2.00 housekeeping per room, per day. For your convenience these gratuities may be posted to the Master Account.

MEETING REQUIREMENTS: The following Meeting Agenda states the space we are holding based on your requirements as we currently understand them. We will allow an additional ½ hour prior to your meeting for your setup if necessary. Please review the program and advise us of any changes or additional space needs. We will make every effort to accommodate your needs provided space is available.

MEETING AGENDA

Date	Start Time	End Time	Function	Room	Setup	Seating	Room #
4/21/2005	8:00 AM	5:00 PM	Meeting	Talmadge Baldwin	Classroom	50	
4/21/2005	8:00 AM	8:00 PM	Meals	VanDusen		50	
4/22/2005	8:00 AM	2:00 PM	Meals	VanDusen		50	
4/22/2005	8:00 AM	3:00 PM	Meeting	Talmadge Baldwin	Classroom	50	

MEETING ROOM RENTAL: Please note that the meeting room rental has been waived based on your planned food and beverage functions and guestroom commitment.

MEETING/BANQUET ARRANGEMENTS: **NORTHWOODS RESORT** reserves the right to reduce meeting space requirements based upon final guarantee. Additional charges will be applied in the event of any changes made concerning meeting and functions space, including menus, set-up, size of group or additional space requirements, which are made **3 working days** or less prior to the date of the first scheduled event. These charges are not negotiable and are at the discretion of the Sales Manager.

CATERING/MEETING GUARANTEES: The hotel requires a final guarantee for event attendance three (3) working days prior to the event. Should the guaranteed attendance be reduced by more than 15% of the original estimate on this agreement, 85% of the original estimated attendance will be charged. Should this guarantee not be provided, the estimated attendance on this agreement will be used as the minimum guarantee and you will be charged for the estimated attendance.

The current 18% service charge, the .5% resort association fee, and 7.75% state sales tax will be added to the cost of all food and beverage. The 18% service charge and .5% resort association fee is subject to sales tax. Prices are subject to change, with guaranteed pricing six (6) months prior to the function date.

Our insurance policy and state licensing laws require all food and beverage served in our public areas, to be provided by **NORTHWOODS RESORT**. Our trained staff of catering professionals will be happy to assist you with a wide variety of creative ideas for your banquets, theme parties, receptions, and breaks.

AUDIO VISUAL EQUIPMENT: Audio visual equipment is available for rental.

PAYMENT SCHEDULE: It is agreed that an advance payment of **\$5083.78** for the estimated Guestroom, catering and/or miscellaneous charges will be due by **April 13, 2005** and will secure the group arrangements on a definite basis. Any additional charges and/or refunds will be settled at the conclusion of your event.

BILLING: Room, Tax and/or Catering to Group Master. Incidentals Paid by Individual(s).

CANCELLATION POLICY: Upon receiving the signed proposal, all arrangements will be considered definite. Should your meeting be cancelled prior to your major arrival date of **April 21, 2005**, **VICTOR VALLEY COLLEGE** agrees to pay an amount equal to the estimated peak nights' room revenue based upon your room block at the time of cancellation. Should the event be cancelled once this agreement is signed, 85% of the original estimated catering/meeting charges will also be applied.

In addition, should **VICTOR VALLEY COLLEGE** not pick up 85% of the total room nights reserved, all unused rooms will be considered cancelled. The maximum cancellation fee will be applied, which is based on the current room block at time of cancellation.

Should either party be unable to perform the specifics of this Agreement, due to; acts of God, labor disputes, shortage of materials, governmental authority, or other circumstances beyond their reasonable control, cancellation policies outlined above will be nullified and neither party will be deemed responsible.

All Guestrooms and Meeting Space will be held on a tentative basis and released on *April 13, 2005* without a signed Group Booking Agreement.

WE AGREE THE FOREGOING LETTER OF AGREEMENT IS CORRECT AS WRITTEN AND IS BINDING BETWEEN THE UNDERSIGNED PARTIES.

NORTHWOODS RESORT

Signature: _____
Kindal Voss, Sales Manager
Date: _____

VICTOR VALLEY COLLEGE

Signature: _____
Jeff Cooper
Date: _____

Estimated Billing
 April 21 - 22, 2005
 Victor Valley College

FOOD & BEVERAGE:

30	Breakfast	\$12.95	\$	388.50
30	Lunch	\$14.95	\$	448.50
6	Dozen Cookies	\$12.00	\$	72.00
30	Soft Drinks (on consumption)	\$1.75	\$	52.50
30	Dinner	\$26.95	\$	808.50
1	Cheese & Cracker Tray	\$89.95	\$	89.95
30	Breakfast	\$12.95	\$	388.50
3	Dozen Danish	\$36.00	\$	108.00
30	Soft Drinks (on consumption)	\$1.75	\$	52.50
30	Lunch	\$14.95	\$	448.50
Subtotal			\$	2,857.45

Subtotal			\$	2,857.45
Fees & Service Charge @	18.50%		\$	528.63
Subtotal			\$	3,386.08

Subtotal			\$	3,386.08
Tax @	7.75%		\$	262.42
Total Food & Beverage			\$	3,648.50

ROOMS:

16	Room Nights (Fri & Sat)	\$79.00	\$	1,264.00
Tax @		8.50%	\$	107.44
Total Rooms			\$	1,371.44

Total Rooms			\$	1,371.44
Total Food & Beverage			\$	3,648.50
Total Estimated Charges			\$	5,019.94

STUDENT SERVICES

APRIL 12, 2005

TOPIC: AGREEMENT, APPLE VALLEY STATIONERS

TO THE SUPERINTENDENT/PRESIDENT:


The District desires to enter into an agreement with Apple Valley Stationers for updated postal equipment (Neopost). Per a directive from the USPS (attached) our current postal equipment will not meet standards for indicia and must be withdrawn from service by December 1, 2006. Due to the age (7+ years) of our current equipment, the current annual maintenance agreement (\$5,419) is not much different from the cost of leasing new equipment (\$6,996 annually). In addition to meeting USPS standards, the new equipment also offers many more features that will allow for greater productivity and efficiency in mail processing.

Fiscal Impact: Budgeted item, \$6,996 annually for 5 years beginning July 1, 2005.


RECOMMENDATION:

It is recommended that the Board of Trustees approve the agreement with Apple Valley Stationers for \$6,996 annually for five years.

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 _____

[Federal Register: February 13, 2002 (Volume 67, Number 30)]
[Notices]
[Page 6766-6767]
From the Federal Register Online via GPO Access [wais.access.gpo.gov]
[DOCID:fr13fe02-144]

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POSTAL SERVICE

Plan for Secure Postage Meter Technology

AGENCY: Postal Service.

ACTION: Clarification of final plan.

SUMMARY: The Postal Service published the final plan for phases III and IV of the Postal Service's Plan for Secure Postage Meter Technology in the Federal Register on November 15, 2001 (Vol. 66, No. 221, pages 57492-57494). This notice clarifies the definition of phase III and IV meters in the previous notice and details the requirements for each meter manufacturer to notify all customers of the retirement plan for any affected meters.

DATES: This clarification pertains to the final plan that was effective November 15, 2001.

FOR FURTHER INFORMATION CONTACT: Wayne Wilkerson by fax at (703) 292-4073.

SUPPLEMENTARY INFORMATION: In 1995, the Postal Service, in cooperation with all authorized postage meter manufacturers, began a phaseout of all mechanical postage meters because of identified cases of indiscernible tampering and misuse. Postal Service revenues were proven to be at serious risk. The completion of this effort, which resulted in the withdrawal of 776,000 mechanical meters from service, completed phase I of the Plan for Secure Postage Meter Technology. Phase II of the plan, the retirement of electronic meters that are manually set by Postal Service employees, is now being implemented. The plan for phases III and IV, describing the retirement of meters with nondigitally printed indicia, was published for comment in the Federal Register, August 21, 2000 (Vol. 65, No. 163, pages 50723-50724). Comments on the proposed plan were due by October 5, 2000. Responses to the comments and the final plan were published in the Federal Register on November 15, 2001. This notice clarifies the definition of the meters affected and the requirements for each manufacturer to notify customers of the plan.

Clarification of the Final Postal Service Plan for the Retirement of Letterpress Postage Meters

(Changes are shown in italicized text.)

Phases III and IV of the Postal Service proposed Plan for Secure Postage Meter Technology affect non-digitally printing meters that are remotely reset under the Computerized Meter Resetting System (CMRS). The affected meters are those meters that print indicia using older letterpress technology rather than digital printing, even if they have a digital display. If such a meter has an additional feature that automatically disables the meter if it is not reset within a specified

time period or when certain preprogrammed criteria are met, it is called an enhanced meter. Phase III of the proposed plan required that the users of nonenhanced CMRS letterpress meters be notified of the schedule for the retirement of their meters by December 31, 2001. The placement of nonenhanced CMRS letterpress meters

[[Page 6767]]

must cease by December 31, 2002, and these meters must be off the market and withdrawn from service by December 31, 2006. Prior to the signing of a contract for the new placement of any nonenhanced CMRS non-digitally printing meter, the manufacturer placing the meter must notify the customer that the meter must be withdrawn from service by December 31, 2006. Phase IV of the proposed plan requires that the customers of enhanced CMRS letterpress meters must be notified of the schedule for the retirement of their meters by June 30, 2003. The placement of enhanced CMRS letterpress meters must cease by June 30, 2004, and these meters must be off the market and withdrawn from service by December 31, 2008. Prior to the signing of a contract for the new placement of any enhanced CMRS non-digitally printing meter, the manufacturer placing the meter must notify the customer that the meter must be withdrawn from service by December 31, 2008.

Stanley F. Mires,
Chief Counsel, Legislative.
[FR Doc. 02-3411 Filed 2-12-02; 8:45 am]
BILLING CODE 7710-12-P

STUDENT SERVICES

APRIL 12, 2005

TOPIC: AGREEMENT, MLS TECHNOLOGIES

TO THE SUPERINTENDENT/PRESIDENT:


The District desires to enter into an agreement with MLS Technologies to assist with database administration, data warehousing, and software application programming related to the implementation of AccessVVC (Datatel Colleague). This position will work evenings and weekends to assist with system maintenance, user support, research/evaluation support, and system development. The agreement will be from April 13, 2005 through June 30, 2005 at a rate of \$83 per hour.

Fiscal Impact: Budgeted item, Title V Hispanic Serving Institution Grant, not to exceed \$35,000.


RECOMMENDATION:

It is recommended that the Board of Trustees approve the agreement with MLS Technologies for a maximum of \$35,000.

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 ____



MLS Technologies, Inc.

TECHNICAL SERVICE ORDER

CLIENT: Victor Valley Community College
 18422 Bear Valley Rd.
 Victorville, CA 92392

In accordance with the Consulting Services Agreement entered into on the 19th day of November 2002 and signed by CLIENT first mentioned above and MLS Technologies, Inc. DBA RecruitingEngine.com, it is agreed as follows:

1. This Technical Service Order (TSO) incorporates by reference all of the terms and conditions of the Consulting Services Agreement.
2. Unless otherwise specified in writing the service shall be performed at CLIENT location specified above.
3. The services to be performed under this TSO shall be in accordance with the following additional terms and conditions:

CONSULTANT NAME: Kathy Paddock **CONTRACT #:** 1245

SERVICES DESCRIPTION: Database Administration, Data warehousing, General Programming

START DATE: Wednesday, April 13, 2005

ESTIMATED DURATION: Through June 30, 2005

STANDARD BILL RATE: \$83.00 per hour **OVERTIME BILL RATE*** (IF APPLICABLE): \$NA

EXPENSES: Victor Valley Community College will pay for pre-authorized business expenses as indicated by client's signature on Consultant's time record or other signed reporting form.

PAYMENT TERMS: Due Upon Receipt

OTHER TERMS: In accordance with Section 7 of the Consulting Services Agreement, CLIENT understands that if it does directly retain, employ, or contract with MLS Consultant in violation of these provisions, CLIENT will immediately pay MLS its standard fee for direct placement services of 30% of the Consultant's expected annual earnings.

MLS Technologies, Inc.:

Victor Valley Community College:

By: _____
 Stephen Fazen
 President

By: _____
 Willard C. Lewallen
 Vice President, Student Services

* If overtime bill rate is indicated, overtime premium pay for Consultant is required by California law. If it is necessary for Consultant to work overtime hours, Client must authorize any hours in excess of eight hours in a single workday or forty hours in a single workweek as indicated by the client's signature on the weekly time sheet. A "second tier" of overtime premium pay for Consultant is required for any hours in excess of 12 in a single work day or in excess of 8 hours on the 7th consecutive day of work in a week.

STUDENT SERVICES

APRIL 12, 2005

TOPIC: PROPOSED INCREASE TO OFFICIAL,
ACADEMIC TRANSCRIPT REQUEST FEES


TO THE SUPERINTENDENT/PRESIDENT:

The District desires to increase transcript request fees. The proposal is to increase regular requests from \$2 to \$5 and rush requests from \$5 to \$10. These proposed increases are comparable to many other colleges (see attached). A rush request is processed in 1-5 days. A regular request can take up to 2 weeks to process depending on the time of the year.

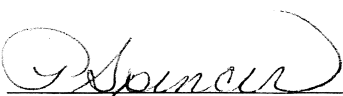
Fiscal Impact: Approximately \$20,000-25,000 in revenues annually.

RECOMMENDATION: It is recommended that the Board approve the proposed increase to transcript request fees effective May 1, 2005.

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 _____

TRANSCRIPT REQUEST FEES

	Regular	Rush	Unofficial
Barstow	\$ 4.00	\$ 10.00	
Butte	\$ 5.00	\$ 10.00	
Chaffey	\$ 5.00	\$ 10.00	
Citrus	\$ 3.00	Add 10.00	
College of Canyons	\$ 5.00	\$ 8.00	
College of Desert	\$ 3.00	No rush svc.	\$ 1.00
Copper Mountain	\$ 3.00	\$ 8.00	\$ 1.00
Glendale	\$ 7.50	\$ 12.50	
Mira Costa	\$ 5.00	No rush svc.	
Mt. San Jacinto	\$ 3.00	Add 8.00	
Ohlone	\$ 4.00	\$ 10.00	
Palomar	\$ 3.00	\$ 8.00	
San Bernardino	\$ 3.00	\$ 8.00	
San Diego	\$ 5.00	\$ 10.00	
Santa Monica	\$ 3.00	\$ 10.00	

STUDENT SERVICES

APRIL 12, 2005

TOPIC: AGREEMENT, SAN BERNARDINO COUNTY SUPERINTENDENT OF SCHOOLS

TO THE SUPERINTENDENT/PRESIDENT:

The district desires to continue to enter into an agreement with SBCSS for information services for the 2005-06 academic year. The term of the agreement is July 1, 2005 to June 30, 2006. The attached, proposed agreement only covers the "student system" support. The financial systems support is currently covered through a countywide computer consortium agreement. Although AccessVVC (Datatel Colleague) has been implemented, the legacy system must still be maintained as an archive for some years to come. For example, there is still some academic history data that must be converted from the legacy system to AccessVVC.

Since 2002-03 the District has negotiated continued decreases in the amount of this agreement. In 2002-03, the amount of this agreement was \$487,672.

Fiscal Impact: Budgeted item, \$145,480 for 2005-06.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the agreement with SBCSS for information services for the 2005-06 year.

REFERENCE FOR AGENDA: YES

Signed: Edward J. Jovan
Vice President, Student Services

TRANSMITTED TO THE BOARD WITH A FAVORABLE RECOMMENDATION:

Signed: R. Spitzer
Superintendent/President

ACTION TAKEN BY THE BOARD:

MOTION _____

SECOND _____

Ayes ____ Noes ____

INFORMATION ONLY _____

**SAN BERNARDINO COUNTY SUPERINTENDENT OF SCHOOLS
601 NORTH E STREET
SAN BERNARDINO, CA 92410-3093**

AGREEMENT #05/06-0018

ANNUAL SERVICE AGREEMENT

THIS AGREEMENT, made and entered into on the 14th day of March 2005, by and between the San Bernardino County Superintendent of Schools, hereinafter referred to as "Superintendent," and Victor Valley Community College, hereinafter referred to as "VVCC",

RECITALS

WHEREAS, VVCC is in need of annual support services for the VVCC Student Registration System, and

WHEREAS, Superintendent is experienced and competent to render the services and advice required by VVCC;

NOW, THEREFORE, Superintendent and VVCC mutually agree as follows:

1. Services and Responsibilities of Superintendent

- a. To house and maintain VVCC'S licensed student registration system software on Superintendent's HP 3000.
- b. Provide a Senior Software Systems Developer to be dedicated solely to the VVCC software support effort to provide custom programming and analysis.
- c. Superintendent will provide the following:
 - Access to the student registration system software applications. (Connectivity is provided by Superintendent to the VVCC computer room demarcation point);
 - Reasonable computer system and staff resources necessary for college to utilize student system software applications including Hewlett-Packard hardware and software acquisition and on-going support;
 - Reasonable computer system and data backup/recovery systems to protect college's student data;
 - All network infrastructure and data circuits necessary for telecommunications needs between Superintendent and VVCC;
 - Unlimited user access to student system software applications.

2. Services and Responsibilities of VVCC

VVCC agrees to provide:

- All necessary hardware and software from the demarcation point to the final user;
- Day-to-day input and operation of the software programs provided by Superintendent;
- Floor space in its computer room to house the required hardware for the system in order to realize optimum response time.

3. Ownership and Licensing of Data and Software

- a. VVCC will retain sole and exclusive ownership of the student data entered into the system;

b. VVCC retains ownership of both the source and object code of the original Student Registration System software, as well as all custom components, acquired from the Santa Rosa Community College Consortium. (Ownership does not imply a right to sell or distribute the software outside the jurisdiction of VVCC)

4. Superintendent's Fees and Payment Thereof

a. VVCC shall pay Superintendent the flat rate of One Hundred Forty Five Thousand Four Hundred Seventy Nine and 94/100 Dollars (\$145,479.94) for services rendered.

b. Payment of said fees shall be by County cash transfer in two equal installments October 1 and April 1.

5. Duration of Agreement

The term of this Agreement shall be from July 1, 2005 through and including June 30, 2006. Upon expiration of Agreement, VVCC will be denied access to student system application.

6. Special Provisions

This Agreement may be amended by the mutual written consent of the parties hereto.

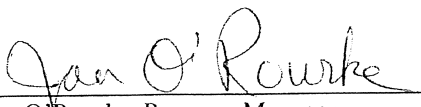
7. Hold Harmless

VVCC agrees, at its own expense, cost and risk, to indemnify, defend, save and hold harmless the Superintendent, its agents, employees and officers against any and all personal injuries, damages, liabilities, costs, suits or expenses, including reasonable attorneys fees, arising out of any act or omission or the condition of any property owned or controlled by the VVCC in the performance of this contract. It is understood that employees and any subcontractor of the VVCC in its performance under this contract are not agents or employees of the Superintendent.

Superintendent agrees, at its own expense, cost and risk, to indemnify, defend, save and hold harmless the VVCC, its agents, employees and officers against any and all personal injuries, damages, liabilities, costs, suits or expenses, including reasonable attorneys fees, arising out of any act or omission or the condition of any property owned or controlled by the Superintendent in the performance of this contract. It is understood that employees and any subcontractor of the Superintendent in its performance under this contract are not agents or employees of the VVCC.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day commencement date stated herein.

**SAN BERNARDINO COUNTY
SUPERINTENDENT OF SCHOOLS**



Jan O'Rourke, Program Manager
Contracts Management

Date: 3-14-05

**VICTOR VALLEY COMMUNITY
COLLEGE**

Date: _____

ADMINISTRATIVE SERVICES

APRIL 12, 2005

TOPIC: DONATIONS


TO THE SUPERINTENDENT/PRESIDENT:

The Victor Valley College Foundation has made expenditures from cash donations in the amount of \$17,169.08 to specific funds and \$65,048.81 in Scholarships as listed (for the period 02/01/05 through 02/28/05) for Victor Valley College.

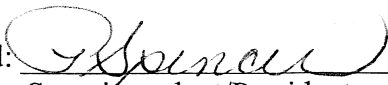
RECOMMENDATION:

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
February, 2005

Project description	Post date	Transaction Amount	Account Description
Athletics-General	2/4/2005	\$65.00	Licenses and Fees
Athletics-General	2/4/2005	\$65.00	Licenses and Fees
Athletics-General	2/4/2005	\$84.00	Travel
Athletics-General Total		\$214.00	
Baseball Fund	2/4/2005	\$500.00	Equipment / Supplies
Baseball Fund Total		\$500.00	
Dr. Prem Reddy Fund	2/4/2005	\$220.20	Postage
Dr. Prem Reddy Fund Total		\$220.20	
Friends of the Planetarium	2/22/2005	\$140.60	Equipment / Supplies
Friends of the Planetarium Total		\$140.60	
Golf Team	2/4/2005	\$351.02	Equipment / Supplies
Golf Team	2/7/2005	\$1,840.00	Admission / Entry Fees
Golf Team	2/22/2005	\$232.59	Equipment / Supplies
Golf Team Total		\$2,423.61	
Agriculture Dept. (Mitsubishi Cement)	2/22/2005	\$4,109.79	Salaries & Wages
Agriculture Dept. (Specialty Minerals)	2/22/2005	\$5,069.85	Salaries & Wages
Agriculture Dept. Total		\$9,179.64	
Model United Nations Club	2/28/2005	\$550.00	Admission / Entry Fees
Model United Nations Club Total		\$550.00	
President's Fund	2/4/2005	\$63.48	Grants Awarded
President's Fund	2/4/2005	\$406.29	Grants Awarded
President's Fund	2/28/2005	\$500.00	Grants Awarded
President's Fund Total		\$969.77	
Restaurant Management - General	2/22/2005	\$96.98	Equipment / Supplies
Restaurant Management - General Total		\$96.98	
Sypkens, Mary	2/4/2005	\$199.28	Grants Awarded (Faculty)
Sypkens, Mary Total		\$199.28	
The California Wellness Foundation	2/4/2005	\$1,375.00	Grants Awarded
The California Wellness Foundation	2/22/2005	\$1,300.00	Grants Awarded
The California Wellness Foundation Total		\$2,675.00	
COLLEGE DEPTS. / PROGRAMS TOTAL		\$17,169.08	

VVC FOUNDATION SUPPORT TO VVC
Expenditures Made From Cash Donations
February, 2005

Project description	Post date	Transaction Amount	Account Description
Allison A Moffett	2/14/2005	\$384.00	Scholarships
Allison A Moffett	2/14/2005	\$380.22	Scholarships
Allison A Moffett	2/14/2005	\$353.77	Scholarships
Amanda Mitchell	2/14/2005	\$436.00	Scholarships
Amanda Mitchell	2/14/2005	\$64.00	Scholarships
Amber K Malachowski	2/14/2005	\$558.00	Scholarships
Amber K Malachowski	2/14/2005	\$142.00	Scholarships
Andrea D Hardin	2/14/2005	\$328.00	Scholarships
Andrea D Hardin	2/14/2005	\$271.95	Scholarships
Ann Dodier	2/14/2005	\$250.00	Scholarships
Anthony Bulaclac	2/14/2005	\$125.00	Scholarships
April Laing	2/14/2005	\$1,350.00	Scholarships
Arin M Stieringer	2/14/2005	\$354.00	Scholarships
Arin M Stieringer	2/14/2005	\$19.96	Scholarships
Ashley Martinez	2/14/2005	\$16.00	Scholarships
Ashley Martinez	2/14/2005	\$84.00	Scholarships
Billy R Wessell	2/14/2005	\$800.00	Scholarships
Blanca Gomez	2/14/2005	\$16.00	Scholarships
Blanca Gomez	2/14/2005	\$234.00	Scholarships
Brett Caldwell	2/14/2005	\$407.00	Scholarships
Brett Caldwell	2/14/2005	\$243.00	Scholarships
Brett E Hobbs	2/14/2005	\$790.00	Scholarships
Brett E Hobbs	2/14/2005	\$327.97	Scholarships
Cameron Mitchell	2/14/2005	\$461.00	Scholarships
Cameron Mitchell	2/14/2005	\$339.00	Scholarships
Charles F McDonald	2/14/2005	\$76.00	Scholarships
Charles F McDonald	2/14/2005	\$450.00	Scholarships
Christina Beardsley	2/14/2005	\$26.00	Scholarships
Christina Beardsley	2/14/2005	\$1,474.00	Scholarships
Christine Hussey	2/14/2005	\$176.00	Scholarships
Christine Hussey	2/14/2005	\$74.00	Scholarships
Christine Mason	2/14/2005	\$36.00	Scholarships
Christine Mason	2/14/2005	\$364.00	Scholarships
Daisy Hernandez	2/14/2005	\$125.00	Scholarships
David McLeod	2/14/2005	\$25.00	Scholarships
David McLeod	2/14/2005	\$100.00	Scholarships
Dolly Hartmann	2/14/2005	\$250.00	Scholarships
Edna D Killion	2/14/2005	\$250.00	Scholarships
Eloisa Gil	2/14/2005	\$748.00	Scholarships
Eloisa Gil	2/14/2005	\$252.00	Scholarships
Emily J Gordon	2/14/2005	\$400.00	Scholarships
Helen Santos	2/14/2005	\$200.00	Scholarships
Helen Santos	2/14/2005	\$300.00	Scholarships
Irene Marley	2/14/2005	\$550.00	Scholarships
Jacob Wright	2/14/2005	\$201.00	Scholarships
Jacob Wright	2/14/2005	\$43.10	Scholarships
Jacob Wright	2/14/2005	\$255.90	Scholarships
Jammie Kilpatrick	2/14/2005	\$49.00	Scholarships
Jammie Kilpatrick	2/14/2005	\$1,204.33	Scholarships
Janeen Hanaoka	2/14/2005	\$15.00	Scholarships
Janeen Hanaoka	2/14/2005	\$535.00	Scholarships

VVC FOUNDATION SUPPORT TO VVC
Expenditures Made From Cash Donations
February, 2005

Project description	Post date	Transaction Amount	Account Description
Jasmin Ponce	2/14/2005	\$250.00	Scholarships
Jessica D Farmer	2/14/2005	\$500.00	Scholarships
Jessica D Farmer	2/14/2005	\$922.91	Scholarships
Jessika M Guaran	2/14/2005	\$17.10	Scholarships
Jessika M Guaran	2/14/2005	\$232.90	Scholarships
Jody Turner	2/14/2005	\$1,500.00	Scholarships
John Villanueva	2/14/2005	\$205.00	Scholarships
John Villanueva	2/14/2005	\$45.00	Scholarships
Karyn Salazar	2/14/2005	\$45.00	Scholarships
Karyn Salazar	2/14/2005	\$455.00	Scholarships
Kimberly Auck	2/14/2005	\$986.01	Scholarships
Kimberly Smith	2/14/2005	\$750.00	Scholarships
Kimberly Wade	2/14/2005	\$384.00	Scholarships
Kimberly Wade	2/14/2005	\$216.00	Scholarships
Kimberly Wade	2/14/2005	\$100.00	Scholarships
Kirstin N Lee	2/14/2005	\$420.00	Scholarships
Kirstin N Lee	2/14/2005	\$762.00	Scholarships
Kristin M Wartelle	2/14/2005	\$384.00	Scholarships
Kristin M Wartelle	2/14/2005	\$400.00	Scholarships
Kristin M Wartelle	2/14/2005	\$1,383.19	Scholarships
Krystina Viernes	2/14/2005	\$36.00	Scholarships
Krystina Viernes	2/14/2005	\$200.00	Scholarships
Krystina Viernes	2/14/2005	\$264.00	Scholarships
Laura Juarez	2/14/2005	\$500.00	Scholarships
Laura Lynd	2/14/2005	\$10.00	Scholarships
Laura Lynd	2/14/2005	\$365.00	Scholarships
Leah McLain	2/14/2005	\$600.00	Scholarships
Leslie Fitzsimmons	2/14/2005	\$710.00	Scholarships
Leslie Fitzsimmons	2/14/2005	\$290.00	Scholarships
Lillian Oliva	2/14/2005	\$960.00	Scholarships
Linda Biggs	2/14/2005	\$36.00	Scholarships
Linda Biggs	2/14/2005	\$464.00	Scholarships
Lindsey M Lewis	2/14/2005	\$174.13	Scholarships
Lisa Koenig	2/14/2005	\$250.00	Scholarships
Lori Truelove	2/14/2005	\$324.00	Scholarships
Lori Truelove	2/14/2005	\$410.50	Scholarships
Manuel Armour	2/14/2005	\$500.00	Scholarships
Margarita Villar	2/14/2005	\$500.00	Scholarships
Margarita Villar	2/14/2005	\$500.00	Scholarships
Marie Lindbloom	2/14/2005	\$40.00	Scholarships
Marie Lindbloom	2/14/2005	\$10.00	Scholarships
Martice Acklin	2/14/2005	\$25.00	Scholarships
Martice Acklin	2/14/2005	\$75.00	Scholarships
Martice Acklin	2/14/2005	\$400.00	Scholarships
MarySue Balaguer	2/14/2005	\$400.00	Scholarships
Matthew D Thorup	2/14/2005	\$629.00	Scholarships
Matthew D Thorup	2/14/2005	\$430.00	Scholarships
Matthew D Thorup	2/14/2005	\$1,235.94	Scholarships
Megan White	2/14/2005	\$450.00	Scholarships
Megan White	2/14/2005	\$875.00	Scholarships
Michael Biggs	2/14/2005	\$26.00	Scholarships

VVC FOUNDATION SUPPORT TO VVC
Expenditures Made From Cash Donations
February, 2005

Project description	Post date	Transaction Amount	Account Description
Michael Biggs	2/14/2005	\$145.00	Scholarships
Michael Biggs	2/14/2005	\$79.00	Scholarships
Michael Shull	2/14/2005	\$16.00	Scholarships
Michael Shull	2/14/2005	\$484.00	Scholarships
Miranda K Gomez	2/14/2005	\$78.00	Scholarships
Miranda K Gomez	2/14/2005	\$522.00	Scholarships
Noemi Ayala	2/14/2005	\$933.00	Scholarships
Noemi Ayala	2/14/2005	\$237.00	Scholarships
Ophelia Salvatierra	2/14/2005	\$1,197.22	Scholarships
Philip Marquez	2/14/2005	\$16.00	Scholarships
Philip Marquez	2/14/2005	\$2,346.50	Scholarships
Ryan Amico	2/14/2005	\$517.00	Scholarships
Ryan Amico	2/14/2005	\$109.91	Scholarships
Ryan Amico	2/14/2005	\$123.09	Scholarships
Ryan Falcis	2/14/2005	\$194.00	Scholarships
Ryan Falcis	2/14/2005	\$306.00	Scholarships
Samantha J Backer	2/14/2005	\$625.00	Scholarships
Sandra Martinez	2/14/2005	\$500.00	Scholarships
Sara Arnold	2/14/2005	\$1,940.00	Scholarships
Sara Arnold	2/14/2005	\$422.00	Scholarships
Sara J Dery	2/14/2005	\$500.00	Scholarships
Sarah Williams	2/14/2005	\$377.00	Scholarships
Sarah Williams	2/14/2005	\$173.00	Scholarships
Shannan Brady	2/14/2005	\$250.00	Scholarships
Shannon Miller	2/14/2005	\$837.50	Scholarships
Sonia Huskey	2/14/2005	\$1,234.50	Scholarships
Steven S Ybarra	2/14/2005	\$410.00	Scholarships
Steven S Ybarra	2/14/2005	\$200.00	Scholarships
Steven S Ybarra	2/14/2005	\$1,559.03	Scholarships
Steven Storey	2/14/2005	\$125.00	Scholarships
Stormy Medley	2/14/2005	\$228.00	Scholarships
Stormy Medley	2/14/2005	\$2,134.50	Scholarships
Susan Hall	2/14/2005	\$750.00	Scholarships
Tamara Behm	2/14/2005	\$1,615.00	Scholarships
Tami Atkins	2/14/2005	\$250.00	Scholarships
Travis Hite	2/14/2005	\$45.00	Scholarships
Travis Hite	2/14/2005	\$25.00	Scholarships
Vanessa Padilla	2/14/2005	\$875.00	Scholarships
Yelena Sergeyeve	2/14/2005	\$234.50	Scholarships
Scholarship Transition Fund (03' & Prior)	2/14/2005	\$461.45	Scholarships
Scholarship Transition Fund (03' & Prior)	2/14/2005	\$581.90	Scholarships
Scholarship Transition Fund (03' & Prior)	2/14/2005	\$48.00	Scholarships
Scholarship Transition Fund (03' & Prior)	2/14/2005	\$153.06	Scholarships
Scholarship Transition Fund (03' & Prior)	2/14/2005	\$226.00	Scholarships
Scholarship Transition Fund (03' & Prior)	2/14/2005	\$144.00	Scholarships
Scholarship Transition Fund (03' & Prior)	2/14/2005	\$44.00	Scholarships
Scholarship Transition Fund (03' & Prior)	2/14/2005	\$248.00	Scholarships
Scholarship Transition Fund (03' & Prior)	2/14/2005	\$237.80	Scholarships
Scholarship Transition Fund (03' & Prior)	2/14/2005	\$397.69	Scholarships
Scholarship Transition Fund (03' & Prior)	2/14/2005	\$65.00	Scholarships
Scholarship Transition Fund (03' & Prior)	2/14/2005	\$353.30	Scholarships

VVC FOUNDATION SUPPORT TO VVC			
Expenditures Made From Cash Donations			
February, 2005			
Project description	Post date	Transaction Amount	Account Description
Scholarship Transition Fund (03' & Prior)	2/14/2005	\$210.67	Scholarships
Scholarship Transition Fund (03' & Prior)	2/14/2005	\$5.00	Scholarships
Scholarship Transition Fund (03' & Prior)	2/14/2005	\$184.36	Scholarships
Scholarship Transition Fund (03' & Prior)	2/14/2005	\$412.95	Scholarships
Scholarship Transition Fund (03' & Prior)	2/14/2005	\$100.00	Scholarships
Scholarships Total		\$65,048.81	
GRAND TOTAL		\$82,217.89	

ADMINISTRATIVE SERVICES

APRIL 12, 2005

TOPIC: TAX AND REVENUE ANTICIPATION NOTE PROGRAM

TO THE SUPERINTENDENT/PRESIDENT:

The attached resolution authorizes the issuance by the VVCCD of not to exceed \$5,000,000 (five million dollars) 2005 tax and revenue anticipation notes (TRANS). The 2005 TRANS will be issued through a statewide financing program sponsored by the Community College League of California (CCLC).

The purpose of the temporary borrowing is to increase available cash balances due to the timing differential of monthly cash receipts from the state and disbursements throughout the 2005-06 fiscal year. The borrowing may also provide an additional source of revenue because the cost of borrowing is less than the reinvestment income, thus producing a net gain to the district.

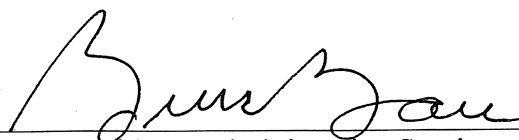
The advantages of participating in the CCLC TRANS program rather than an individual financing or another pooled TRANS are many. The costs are lower because they are shared with the other participating community college districts. There are standardized documentation and credit criteria employed in the financing, as well as a streamlined issuance process. Finally, there is the ability to obtain the highest credit rating on the financing with the availability of insurance.

Fiscal Impact: None

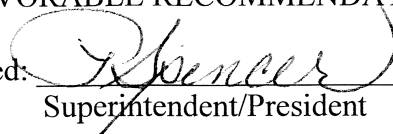
RECOMMENDATION:

It is recommended the Board of Trustees approve the resolution authorizing the issuance of tax and revenue anticipation notes for the 2005-06 fiscal year.

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 _____

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT

RESOLUTION

RESOLUTION AUTHORIZING THE ISSUANCE OF A 2005 TAX AND REVENUE ANTICIPATION NOTE AND PARTICIPATION IN THE COMMUNITY COLLEGE LEAGUE OF CALIFORNIA CASH FLOW FINANCING PROGRAM

WHEREAS, pursuant to Sections 53850 et seq. of the Government Code of the State of California (the "Act") contained in Article 7.6 thereof, entitled "Temporary Borrowing," on or after the first day of any fiscal year (being July 1), the Victor Valley Community College District (the "District") may, pursuant to a resolution of its Board of Trustees (the "Board"), borrow money by issuing notes for any purpose for which the District is authorized to expend moneys, including but not limited to current expenses, capital expenditures, and the discharge of any obligation or indebtedness of the District;

WHEREAS, the Board hereby determines that an amount (the "Principal Amount") not to exceed \$5,000,000 (the "Maximum Principal Amount"), which Principal Amount is to be confirmed and set forth in the Pricing Confirmation (as defined in Section 4 hereof), is needed for the requirements of the District to satisfy obligations of the District, and that it is necessary that the Principal Amount be borrowed for such purpose by the issuance of a temporary note therefor in anticipation of the receipt of taxes, revenue and other moneys to be received by the District during or attributable to fiscal year 2005-2006;

WHEREAS, it appears, and the Board hereby finds and determines, that the Principal Amount, when added to the interest payable thereon, does not exceed eighty-five percent (85%) of the estimated amount of the uncollected taxes, income, revenue, cash receipts and other moneys of the District attributable to fiscal year 2005-2006, and available for the payment of said note and the interest thereon;

WHEREAS, pursuant to Section 53856 of the Code, certain revenues that will be received by the District during and attributable to fiscal year 2005-2006 can be pledged for the payment of said note and the interest thereon (as hereinafter provided);

WHEREAS, the Board has determined that it is in the best interests of the District to participate in the Community College League of California Cash Flow Financing Program (the "Program"), whereby participating community college districts (collectively, the "Participating Districts") will simultaneously issue tax and revenue anticipation notes;

WHEREAS, the tax and revenue anticipation note authorized hereby (the "Note") will be sold to the Community College League Financing Authority (the "Authority") pursuant to a note purchase agreement, dated as of the date of the Pricing Confirmation, by and between the Authority and the District (the "Note Purchase Agreement"); and

WHEREAS, as part of the Program, the Authority will issue one or more series (each a "Series") of 2005 Tax and Revenue Anticipation Bonds (the "Bonds") pursuant to an Indenture (the

“Indenture”) between the Authority and Wells Fargo Bank, National Association (the “Trustee”), which Bonds will be secured by the tax and revenue anticipation notes of the Participating Districts, each Series to be distinguished by the type of credit enhancement, if any, that secures such Series, the principal amounts of the notes securing such Series the date of maturity of such Series, or by such other factors as may be determined by the Authority pursuant to the advice of RBC Dain Rauscher Inc., as financial advisor for the Program (the “Financial Advisor”);

NOW, THEREFORE, the Board of the District hereby resolves as follows:

Section 1. Recitals. All of the above recitals are true and correct and the District so finds, determines, and represents.

Section 2. Authorization of Issuance of Note; Terms. The District hereby determines to borrow, solely for the purpose of anticipating taxes, income, revenue, cash receipts and other moneys to be received by the District during or attributable to fiscal year 2005-2006, an aggregate principal amount not to exceed the Maximum Principal Amount by the issuance, by the District, of a temporary note under Sections 53850 et seq. of the Code designated as the District’s “2005 Tax and Revenue Anticipation Note.” The Note shall be dated the date of delivery thereof; shall mature (without option of prior redemption) not more than 13 months from said date of delivery on a date indicated on the face of the Note and set forth in the Pricing Confirmation (as defined below), or if such date is not a day on which banks in New York or California are open for business, on the first business day prior to such date; and shall bear interest, payable on the dates set forth in the Note and computed on the basis of a 365/366 day year and the actual number of days elapsed, at the rate indicated on the face of the Note and set forth in the Pricing Confirmation (the “Note Rate”), but not in excess of twelve percent (12.0%) per annum. If the Note is not fully paid at maturity, then the unpaid portion thereof shall continue to bear interest thereafter at the Default Rate (to be set forth in the Pricing Confirmation). Both the principal of and interest on the Note shall be payable only upon surrender thereof, in lawful money of the United States of America, at the corporate trust office of the Trustee, which Trustee is hereby designated to be the Paying Agent for the Note (the “Paying Agent”).

Section 3. Form of Note. The Note shall be issued in registered form without coupons and shall be substantially in the form and substance set forth in Exhibit A attached hereto and by reference incorporated herein, the blanks in said form to be filled in with appropriate words and figures.

Section 4. Sale of the Note. The Note shall be sold to the Authority pursuant to the Note Purchase Agreement. The form of the Note Purchase Agreement, including the form of the pricing confirmation supplement (the “Pricing Confirmation”) set forth as Exhibit B thereto, presented to this meeting is hereby approved. The Vice President, Administrative Services, Superintendent/President, Director, Fiscal Services, chief business officer or any other person designated by the Vice President, Administrative Services of the District (the “Authorized Representatives”) are each hereby authorized and directed to execute (which execution shall be accomplished by execution of the Pricing Confirmation) and deliver the Note Purchase Agreement (including the Pricing Confirmation) in substantially said form, with such changes thereto as such Authorized Representative shall approve, such approval to be conclusively evidenced by his or her execution and delivery thereof; provided, however, that the interest rate on the Note shall not exceed twelve percent (12.0%) per annum, the discount on the Note, when added to the District’s share of the costs of

issuance of the Bonds, shall not exceed one and one-half percent (1.5%), and the Principal Amount shall not exceed the Maximum Principal Amount.

Section 5. Program Approval. The District's participation in the Program is approved; provided, however, that the District's decision to participate in the Program shall not be binding on the District until the execution and delivery of the Pricing Confirmation.

The District acknowledges that the Authority will execute and deliver the Indenture, (currently on file with the District), to the Trustee in substantially said form, with such changes thereto as an Authorized Representative shall approve, such approval to be conclusively evidenced by execution and delivery of the Pricing Confirmation. The District authorizes and requests the Authority to issue Bonds pursuant to and as provided in the Indenture as finally executed.

The District acknowledges that the Authority, acting upon the advice of the Financial Advisor, may seek such credit enhancement for the Note and for the Series of Bonds related thereto as it deems necessary or desirable. The District agrees to be bound by the terms of such credit enhancement, if any, and the agreements related thereto. The District's approval of such credit enhancement, if any, and the agreements related thereto shall be conclusively evidenced by execution and delivery of the Pricing Confirmation. Each Authorized Representative is authorized to execute and deliver, on behalf of the District, all agreements related to credit enhancement for the Note and for the Series of Bonds related thereto that such Authorized Representative shall approve, such approval to be conclusively evidenced by execution and delivery of such agreements.

The Authorized Representatives of the District are hereby authorized and directed to provide the Financial Advisor with such information relating to the District as the Financial Advisor shall reasonably request for inclusion in the Preliminary Official Statement and Official Statement related to the Bonds. Upon inclusion of the information relating to the District therein, the Preliminary Official Statement is, except for certain omissions permitted by Rule 15c2-12 of the Securities Exchange Act of 1934, as amended (the "Rule"), hereby deemed final within the meaning of the Rule with respect to the District. If, at any time prior to the execution of the Pricing Confirmation, any event occurs as a result of which the information contained in the Preliminary Official Statement related to the District might include an untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, the District shall promptly notify the Financial Advisor.

The District agrees to pay or cause to be paid, in addition to the amounts payable under the Note, its share of any fees or expenses of the Trustee in connection with its participation in the Program, as determined in accordance with the Indenture. Such additional fees and expenses will be paid by the District within twenty-five (25) days of receipt by the District of a bill therefor from the Trustee.

Section 6. Transfer; Exchange. The Note shall initially be registered in the name of the Authority. Thereafter, the Note may not be transferred or exchanged except for a transfer to a provider of credit enhancement for the Note or for the Series of Bonds related thereto as provided by the terms of such credit enhancement and any agreement related thereto.

Section 7. Deposit of Note Proceeds; No Arbitrage. A portion of the proceeds from the sale of the Note, in an amount equal to the District's share of the costs of issuance (including any fees and expenses incurred in connection with credit enhancement) of the Note and of the Series of

Bonds related to the Note, shall be deposited in the Costs of Issuance Fund established under the Indenture and expended as directed by the Authority on costs of issuance as provided in the Indenture. The remainder of the proceeds from the sale of the Note shall be deposited in the Proceeds Fund established under the Indenture and, until transferred pursuant to a requisition of the District, be invested in Permitted Investments (as defined in and under the terms of the Indenture) as directed by the Authority. While they are on deposit in the Proceeds Fund, proceeds from the sale of the Note shall constitute additional security for repayment of the Note. Upon requisition submitted to the Trustee in accordance with the Indenture, the Note proceeds deposited in the Proceeds Fund shall be transferred to or on behalf of the District for any purpose for which the District is authorized to use and expend moneys. The District hereby covenants that it will make no use of the proceeds of the Note that would cause the Note to be an "arbitrage bond" under Section 148 of the Code; and, to that end, so long as the Note is outstanding, the District, and all of its officers having custody or control of such proceeds, shall comply with all requirements of said section, including restrictions on the use and investment of proceeds of the Note and the rebate of a portion of investment earnings on certain amounts, including proceeds of the Note, if required, to the Federal government, and of the Income Tax Regulations of the United States Treasury promulgated thereunder or under any predecessor provisions, to the extent that such regulations are, at the time, applicable and in effect, so that the Note will not be an "arbitrage bond."

Section 8. Payment of Note.

(a) Source of Payment. The principal amount of the Note, together with the interest thereon, shall be payable from taxes, income, revenue, cash receipts and other moneys which are received by the District during fiscal year 2005-2006 and which are available therefor. The Note shall be a general obligation of the District, and to the extent the Note is not paid from the Pledged Revenues defined below, the Note shall be paid with interest thereon from any other moneys of the District lawfully available therefor, as provided herein and by law.

(b) Pledged Revenues. As security for the payment of the principal of and interest on the Note, the District hereby pledges certain unrestricted revenues (as further described in the following paragraph, the "Pledged Revenues") which are received by the District in the months specified in the Pricing Confirmation as Pledge Months (each a "Pledge Month" and collectively the "Pledge Months"). The term "unrestricted revenues" shall mean taxes, income, revenue, cash receipts, and other money of the District as provided in Section 53856 of the Act, which are intended as receipts for the general fund of the District and which are generally available for the payment of current expenses and other obligations of the District.

With respect to each Pledge Month, the amount of unrestricted revenues which shall constitute Pledged Revenues will be equal to a percentage of the Principal Amount plus a percentage of the interest due on the Note on the applicable interest payment dates, including maturity, such percentages, and dates to be specified in the Pricing Confirmation. Any one of the Authorized Representatives of the District is hereby authorized to approve the determination of the Pledge Months and the amount of Pledged Revenues with respect to each Pledge Month by executing and delivering the Pricing Confirmation, such execution and delivery to be conclusive evidence of approval by this Board and such Authorized Representative.

The principal of the Note and the interest thereon shall be a first lien and charge against and shall be payable from the first moneys received by the District from such Pledged Revenues, as provided by law.

In the event that there are insufficient unrestricted revenues received by the District to permit the deposit into the Repayment Account, as hereinafter defined, of the full amount of Pledged Revenues to be deposited from unrestricted revenues in any Pledge Month, then the amount of any deficiency shall be satisfied and made up from any other moneys of the District lawfully available for the repayment of the Note and the interest thereon.

(c) Deposit of Pledged Revenues in Repayment Account. Pledged Revenues shall be held by the District in a special account within the District's general fund designated as the District's "2005 Tax and Revenue Anticipation Note Repayment Account" (the "Repayment Account") and applied as directed in this resolution. Any moneys placed in the Repayment Account shall be for the benefit of the holder of the Note, and until the Note and all interest thereon are paid or until provision has been made for the payment of the Note at maturity with interest to maturity, the moneys in the Repayment Account shall be applied only for the purposes for which the Repayment Account is created. Upon the written request of the Trustee or any provider of credit enhancement for the Note or the Series of Bonds related thereto, the District shall, within ten (10) Business Days following its receipt of such request, provide written evidence that the deposits to the Repayment Account required by this resolution have been made. In addition, the District shall provide such additional financial information as may be required by any provider of credit enhancement for the Note or the Series of Bonds related thereto. The District may satisfy the requirement of depositing moneys in the Repayment Account by directing the Trustee to so designate such deposit from moneys in the Proceeds Fund attributable to the District.

(d) Disbursement of Moneys in Repayment Account. The District shall, to the extent necessary to pay the principal of and the interest on the Note, cause the moneys in the Repayment Account to be transferred to the Trustee, or credited by the Trustee from the Proceeds Fund, at least five (5) Business Days (as defined in the Indenture) prior to the date that interest on the Note must be paid, as applicable, and prior to the maturity of the Note. Moneys so transferred to, or credited by, the Trustee shall be deposited in the appropriate Bond Payment Fund established under the Indenture and applied to the payment of the principal of and interest on the Note when due and at maturity, as provided in the Indenture. In the event that moneys in the Repayment Account are insufficient to pay the principal of and interest on the Note when due and at maturity, such moneys shall be applied first to pay interest on the Note and second to pay principal of the Note. Any moneys remaining in or accruing to the Repayment Account after the principal of and the interest on the Note have been paid, or provision for such payment has been made, shall be transferred to the general fund of the District, subject to any other disposition required by the Indenture.

Section 9. Execution and Delivery of Note. The Note shall be executed by the manual or facsimile signature of an Authorized Representative and countersigned by the manual or facsimile signature of the Secretary or the Clerk of the Board. The proper officers of the District are hereby requested to deliver the Note to the Authority.

Section 10. Covenants and Warranties.

(a) It is hereby covenanted and warranted by the District that all representations and recitals contained in this resolution are true and correct.

(b) The District shall not incur any indebtedness secured by a pledge of its unrestricted revenues unless such pledge is subordinate in all respects to the pledge of unrestricted revenues hereunder.

(c) So long as any Bonds issued in connection with the Note are outstanding, the District will not create or suffer to be created any pledge of or lien on the Note other than the pledge and lien of the Indenture.

(d) The District and its appropriate officials have duly taken, or will take, all proceedings necessary to be taken by them for the levy, collection and enforcement of the Pledged Revenues in accordance with the law and for carrying out the provisions of this resolution and the Note.

Section 11. Ratification and Approval of Past and Future Actions. All actions heretofore taken by the officers and agents of the District with respect to the Note, the Bonds, and the Program are hereby approved, confirmed and ratified, and the officers and agents of the District are hereby authorized and directed to do any and all things and take any and all actions, which they, or any of them, may deem necessary or advisable in order to consummate the lawful issuance and delivery of the Note and the District's participation in the Program in accordance with this resolution and resolutions hereafter adopted by the District. The Authorized Representatives are hereby designated as "Authorized District Representatives" under the Indenture.

Section 12. Events of Default and Remedies.

If any of the following events occur, it is hereby defined as and declared to be and to constitute an "Event of Default":

(a) Failure by the District to make or cause to be made the transfers and deposits to the Repayment Account or any other payment required to be paid hereunder on or before the date on which such transfer, deposit or other payment is due and payable;

(b) Failure by the District to observe and perform any covenant, condition or agreement on its part to be observed or performed under this resolution, for a period of fifteen (15) days after written notice, specifying such failure and requesting that it be remedied, is given to the District by the Paying Agent, unless the Paying Agent shall agree in writing to an extension of such time prior to its expiration;

(c) Any warranty, representation or other statement by or on behalf of the District contained in this resolution or the Note Purchase Agreement (including the Pricing Confirmation) or in any requisition or any financial report delivered by the District or in any instrument furnished in compliance with or in reference to this resolution or the Note Purchase Agreement or in connection with the Note, is false or misleading in any material respect;

(d) A petition is filed against the District under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, and is not dismissed within 30 days after such filing, but the Paying Agent shall have the right to intervene in the proceedings prior to the expiration of such 30 days to protect its interests and the interests of the registered owner of the Note;

(e) The District files a petition in voluntary bankruptcy or seeking relief under any provision of any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, or consents to the filing of any petition against it under such law; or

(f) The District admits insolvency or bankruptcy or is generally not paying its debts as such debts become due, or becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or a custodian (including without limitation a receiver, liquidator or trustee) of the District or any of its property is appointed by court order or takes possession thereof and such order remains in effect or such possession continues for more than 30 days, but the Paying Agent shall have the right to intervene in the proceedings prior to the expiration of such 30 days to protect its interests and the interests of the registered owner of the Note.

Whenever any Event of Default referred to in this Section shall have happened and be continuing, the Paying Agent shall, in addition to any other remedies provided herein or by law or under the Indenture, have the right, at its option without any further demand or notice, to take one or any combination of the following remedial steps:

(1) Without declaring the Note to be immediately due and payable, require the District to pay to the Paying Agent an amount equal to the principal of the Note and interest thereon to maturity, plus all other amounts due hereunder, and upon notice to the District the same shall become immediately due and payable by the District without further notice or demand; and

(2) Take whatever other action at law or in equity (except for acceleration of payment on the Note) which may appear necessary or desirable to collect the amounts then due and thereafter to become due hereunder or to enforce any other of its rights hereunder.

Section 13. Proceedings Constitute Contract. The provisions of the Note and of this resolution shall constitute a contract between the District and the registered owner of the Note, and such provisions shall be enforceable by mandamus or any other appropriate suit, action or proceeding at law or in equity in any court of competent jurisdiction, and shall be irrevocable.

Section 14. Request to Borrow; Transmittal of Resolution. The Note shall be issued in conjunction with the note or notes of one or more other community college districts, as described in Section 53853(b) of the Act. Following its adoption by the Board, signed copies of this resolution shall be transmitted by the Secretary of the Board to the treasurer of the county (the "County") in which the District is located, to the County's board of supervisors (the "County Board"), and to the County's superintendent of schools. Transmittal of this resolution to the County Board shall constitute a request by the Board for borrowing and for the issuance of the Note by the County Board. This resolution is based on the assumption that the County Board will fail to authorize, by resolution, the issuance of the Note within 45 calendar days of its receipt hereof or that the County Board will notify the District that it will not authorize the issuance of the Note within such 45-day period. If within such 45-day period the County Board authorizes, by resolution, issuance of the Note, then, notwithstanding this resolution, the Notes shall be issued in the name of the District by the County Board pursuant to such resolution of the County Board.

Section 15. Limited Liability. Notwithstanding anything to the contrary contained herein or in the Note or in any other document mentioned herein or related to the Note or to any Series of Bonds to which the Note may be assigned, the District shall not have any liability hereunder or by reason hereof or in connection with the transactions contemplated hereby except to the extent payable from moneys available therefor as set forth in Section 8 hereof.

Section 16. Amendments. At any time or from time to time, the District may adopt one or more Supplemental Resolutions, without the necessity for consent of the owner of the Note, for any one or more of the following purposes:

(a) to add to the covenants and agreements of the District in this Resolution, other covenants and agreements to be observed by the District which are not contrary to or inconsistent with this Resolution as theretofore in effect;

(b) to add to the limitations and restrictions in this Resolution, other limitations and restrictions to be observed by the District which are not contrary to or inconsistent with this Resolution as theretofore in effect,

(c) to confirm, as further assurance, any pledge under, and the subjection to any lien or pledge created or to be created by, this Resolution, of any monies, securities or funds, or to establish any additional funds or accounts to be held under this Resolution;

(d) to cure any ambiguity, supply any omission, or cure or correct any defect or inconsistent provision in this Resolution; or

(e) to amend or supplement this Resolution in any other respect;

provided, however, that any such Supplemental Resolution does not adversely affect the interests of the owner of the Note.

Any modification or amendment of this Resolution and of the rights and obligations of the District and of the owner of the Note may be made by a Supplemental Resolution, with the written consent of the owner of the Note; provided, however, that if such modification or amendment will, by its terms, not take effect so long as the Note remains outstanding, the consent of the owner of the Note shall not be required. No such modification or amendment shall change or modify any of the rights or obligations of the Paying Agent without its written assent thereto.

In addition to the amendments permitted by the above paragraphs, this Resolution, including the form of the Note, may be amended at any time prior to the execution and delivery of the Note pursuant to the Note Purchase Agreement or the Indenture, the provisions of which are incorporated herein by reference to the extent that they relate to the Note, the District, and the District's participation in the Program. Any amendment of this Resolution pursuant to this paragraph shall not require the execution and delivery of a Supplemental Resolution

Section 17. Severability. In the event any provision of this Resolution shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 18. Appointment of Bond Counsel. The law firm of Stradling Yocca Carlson & Rauth, a Professional Corporation, San Francisco, California is hereby appointed as Bond Counsel for the Note and for the Program. The District acknowledges that Bond Counsel regularly performs legal services for many private and public entities in connection with a wide variety of matters, and that Bond Counsel has represented, is representing or may in the future represent other public entities, underwriters, trustees, rating agencies, insurers, credit enhancement providers, lenders, financial, and other consultants who may have a role or interest in the proposed financing or that may

be involved with or adverse to the District in this or some other matter. Given the special, limited role of Bond Counsel described above the District acknowledges that no conflict of interest exists or would exist, waives any conflict of interest that might appear to exist, and consents to any and all such relationships.

Section 19. Effective Date. This Resolution shall take effect from and after its date of adoption.

PASSED AND ADOPTED by the District this 12th day of April, 2005, by the following vote:

AYES:

NOES:

ABSENT:

President, Board of Trustees

Attest:

Secretary, Board of Trustees

EXHIBIT A

**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
2005 TAX AND REVENUE ANTICIPATION NOTE**

Registered No. 1 \$ _____

Rate of Interest: _____% Maturity Date: _____, 2006 Note Date: _____, 2005

REGISTERED OWNER: COMMUNITY COLLEGE LEAGUE FINANCING AUTHORITY

PRINCIPAL AMOUNT: _____ MILLION DOLLARS

FOR VALUE RECEIVED, the Victor Valley Community College District (the "District") acknowledges itself indebted to and promises to pay the Registered Owner identified above, at the corporate trust office of Wells Fargo Bank, National Association, in Los Angeles, California, (the "Paying Agent"), the Principal Amount specified above, in lawful money of the United States of America, on the Maturity Date specified above, together with interest thereon at the Rate of Interest per annum set forth above (computed on the basis of a 365/366 day year and the actual number of days elapsed) in like lawful money from the Note Date specified above until payment in full of said principal sum. Both the principal of and interest on this Note shall be payable as specified above; provided, however, no interest shall be payable for any period after maturity during which the holder hereof fails to properly present this Note for payment.

It is hereby certified, recited and declared that this Note has been made, executed and given pursuant to and by authority of a resolution of the Board of Trustees of the District duly passed and adopted under and by authority of Article 7.6 (commencing with Section 53850) of Chapter 4, Part 1, Division 2, Title 5, California Government Code, and that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Note have existed, happened and been performed in regular and due time, form and manner as required by law, and that this Note, together with all other indebtedness and obligations of the District, does not exceed any limit prescribed by the Constitution or statutes of the State of California.

The principal amount of the Note, together with the interest thereon, shall be payable from taxes, income, revenue, cash receipts and other moneys that are received by the District during fiscal year 2005-2006. As security for the payment of the principal of and interest on the Note the District has pledged an amount equal to fifty percent (50%) of the principal amount of the Note plus fifty percent (50%) of the interest due on the Note from the unrestricted revenues received by the District in the month ending January 31, 2006; and an amount equal to fifty percent (50%) of the principal amount of the Note plus fifty percent (50%) of the interest due on the Note at maturity from the unrestricted revenues received by the District in the month ending April 30, 2006 (such pledged amounts being hereinafter called the "Pledged Revenues"); and the principal of the Note and the interest thereon shall constitute a first lien and charge thereon and shall be payable from the Pledged Revenues, and to the extent not so paid shall be paid from any other moneys of the District lawfully available therefor.

The District and the Paying Agent may deem and treat the registered owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes, and neither the District nor the Paying Agent shall be affected by any notice to the contrary.

IN WITNESS WHEREOF, the District has caused this Note to be signed by the manual signature of its Authorized Representative and countersigned by the manual signature of the Secretary of its Board of Trustees, each as of the Note Date.

**VICTOR VALLEY COMMUNITY
COLLEGE DISTRICT**

By _____
Authorized Representative

Countersigned:

By _____
Secretary, Board of Trustees

EXHIBIT B

NOTE PURCHASE AGREEMENT

THIS NOTE PURCHASE AGREEMENT, dated as of the purchase date (the "Purchase Date") specified in the Pricing Confirmation Supplement attached hereto as Exhibit A (the "Pricing Supplement"), is entered into by and between the California Community College Financing Authority (the "Authority") and the community college district (the "District") named in the Pricing Supplement.

WITNESSETH:

WHEREAS, community college districts are authorized by Article 7.6, Chapter 4, Part 1, Division 2, Title 5 of the Government Code of the State of California (the "Act") to borrow money by the issuance of temporary notes;

WHEREAS, the District's board of trustees (the "Board") has adopted a resolution (the "Resolution") determining to borrow, solely for the purpose of anticipating taxes, income, revenue, cash receipts and other moneys to be received by the District during or attributable to its fiscal year 2005-2006, an aggregate principal amount not to exceed the Maximum Principal Amount (as defined in the Resolution) by the issuance by the District of a temporary note designated as the District's 2005 Tax and Revenue Anticipation Note (the "Note");

WHEREAS, the District has determined that it is in the best interests of the District to participate in the Community College League of California Cash Flow Financing Program (the "Program"), whereby participating community college districts (the "Participating Districts") will simultaneously issue tax and revenue anticipation notes for purchase by the Authority;

WHEREAS, as part of the Program, the Authority will issue its 2005 Tax and Revenue Anticipation Bonds (the "Bonds") pursuant to an Indenture (the "Indenture") between the Authority and Wells Fargo Bank, National Association (the "Trustee"), which Bonds will be secured by the 2005 tax and revenue anticipation notes of the Participating Districts;

WHEREAS, in order to participate in the Program, the District has agreed to be responsible for its share of the fees and expenses of the Trustee and the costs of issuing the Bonds, which anticipated fees, expenses and costs of issuance will be deducted from the purchase price set forth in the Pricing Supplement and which unanticipated fees, expenses and costs of issuance will be billed to the District as the same may arise; and

WHEREAS, the costs of issuance which will be deducted from the purchase price set forth in the Pricing Supplement shall not exceed one and one-half percent (1.5%) of the principal amount of the Note;

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. Purchase and Sale of the Note. Upon the terms and conditions and in reliance upon the representations, warranties and agreements set forth herein, the Authority hereby

agrees to purchase from the District, and the District hereby agrees to sell to the Authority, the Note, as described herein and in the Resolution.

Section 2. Purchase Price. The purchase price of the Note shall be the purchase price set forth in the Pricing Supplement. The Note shall bear interest at the interest rate per annum set forth in the Pricing Supplement, which is hereby agreed to by and between the Authority and the District by its duly authorized representative executing this Purchase Agreement on behalf of the District.

Section 3. Adjustments to Principal Amount of Note and Purchase Price. The Authority and the District hereby agree that the principal amount of the Note shall be reduced, as determined by the Authority and the District, based upon the advice of Stradling Yocca Carlson & Rauth, a Professional Corporation (“Bond Counsel”), in order that the proceeds produced from the sale of the Note will be an amount which will not be subject to either (i) yield restriction (in order for interest to be excluded from gross income under Section 103 of the Internal Revenue Code of 1986, as amended (the “Code”)) or (ii) a rebate requirement (under Section 148 of the Code). The Authority and the District hereby further agree that the purchase price of the Note shall be reduced as a result of the reduction of the principal amount of the Note as may be agreed upon by the Authority and the District.

Section 4. Delivery of and Payment for the Note. The delivery of the Note (the “Closing”) shall take place at 8:00 a.m., California time, on the closing date set forth in the Pricing Supplement or at such other time or date as may be mutually agreeable to the Participating Districts, the Authority and the Original Purchaser, at the San Francisco office of Stradling Yocca Carlson & Rauth, a Professional Corporation or such other place as the Participating Districts, the Authority and the Original Purchaser shall mutually agree. At the Closing, the District shall cause the Note to be delivered to the Authority, duly executed and authenticated, together with the other documents hereinafter mentioned, and the proceeds of the purchase price of the Note set forth in the Pricing Supplement shall be deposited in an amount indicated in the Pricing Supplement as the Deposit to Proceeds Fund which shall be held by the Trustee for the District in the amount attributable to the District under the Indenture and the remainder in the Costs of Issuance Fund held thereunder. The Note shall be made available to the Authority or the Original Purchaser for inspection at least 24 hours prior to the Closing.

If at any time prior to 90 days after the Closing Date, any event occurs as a result of which information relating to the District included in the official statement of the Authority related to the Bonds (the “Official Statement”) contains an untrue statement of a material fact or omits to state any material fact necessary to make the statements therein in light of the circumstances under which they were made not misleading, the District shall promptly notify the Authority and the Original Purchaser thereof, and if, in the opinion of the Authority or the Original Purchaser, such event requires the preparation and publication of a supplement or amendment to the Official Statement the District shall cooperate with the Authority and the Original Purchaser in the preparation of an amendment or supplement to the Official Statement in a form and in a manner approved by the Authority and the Original Purchaser, and all reasonable expenses incurred thereby shall be paid by the Original Purchaser.

Section 5. The Note. The Note shall be issued in registered form, without coupons, in the principal amount set forth in the Pricing Supplement.

Section 6. Representations and Warranties of the District. The District represents and warrants to the Authority and the Original Purchaser that:

(a) All representations and warranties set forth in the Resolution are true and correct on the date hereof and are made for the benefit of the Authority and the Original Purchaser as if set forth herein.

(b) A copy of the Resolution has been delivered to the Authority, and the Resolution will not be amended or repealed without the consent of the Authority, which consent will not be unreasonably withheld.

Section 7. Conditions Precedent to the Closing. Conditions precedent to the Closing are as follows:

(a) The execution and delivery of the Note consistent with the Resolution.

(b) Delivery of each certificate, document, instrument and opinion required by the Contract of Purchase related to the Bonds.

(c) Delivery of such other certificates, instruments or opinions as Bond Counsel may deem necessary or desirable to evidence the due authorization, execution and delivery of documents pertaining to this transaction, the legal, valid and binding nature thereof, and compliance of all parties with the terms and conditions thereof.

(d) Delivery of a legal opinion addressed to the District (with a reliance letter to the Authority and the Credit Provider), dated the date of Closing, of counsel to the District with respect to the validity of the Note, in form and substance acceptable to the Authority.

Section 8. Events Permitting the Authority to Terminate. The Authority may terminate its obligation to purchase the Note at any time before the Closing if any of the following occurs:

(a) Any legislative, executive or regulatory action (including the introduction of legislation) or any court decision which, in the judgment of the Authority, casts sufficient doubt on the legality of the Note or the tax-exempt status of interest on obligations such as the Bonds, so as to impair materially the marketability or to reduce materially the market price of such obligations;

(b) Any action by the Securities and Exchange Commission or a court which would require registration of the Note, the Bonds or any instrument securing the Note or Bonds under the Securities Act of 1933, as amended, in connection with the public offering thereof, or qualification of the Resolution or the Indenture under the Trust Indenture Act of 1939, as amended;

(c) Any restriction on trading in securities, or any banking moratorium, or the inception or escalation of any war or major military hostilities which, in the judgment of the Authority, substantially impairs the ability of the Original Purchaser to market the Bonds; or

(d) The Original Purchaser terminates its obligation to purchase the Bonds pursuant to the terms of the Contract of Purchase related to the Bonds.

Neither the Original Purchaser nor the Authority shall be responsible for the payment of any fees, costs or expenses of the issuance, offering and sale of the District's Note except that the Original Purchaser shall be responsible for California Debt and Investment Advisory Commission fees and for its own internal costs. The fees, costs and expenses that are categorized in the "Costs of Issuance" definition in the Indenture shall be paid from the Costs of Issuance Fund. The District shall pay any additional costs attributable to it as set forth in the Indenture other than the fees, costs and expenses so payable from the Costs of Issuance Fund.

Section 9. Limited Liability. Notwithstanding anything to the contrary contained herein or in the Note or in any other document mentioned herein or related to the Note or to the Bonds, the District shall not have any liability hereunder or by reason hereof or in connection herewith or with the transactions contemplated hereby except to the extent payable from moneys available therefor as set forth in Section 8 of the Resolution.

Section 10. No Assignment. The Purchase Agreement has been made by the District and the Authority, and no person other than the District and the Authority or their successors or assigns shall acquire or have any right under or by virtue of the Purchase Agreement. All of the representations, warranties and agreements contained in the Purchase Agreement shall survive the delivery of and payment by the Authority for the Note and any termination of the Purchase Agreement.

Section 11. Applicable Law. The Purchase Agreement shall be interpreted, governed and enforced in accordance with the laws of the State of California.

Section 12. Effectiveness. The Purchase Agreement shall become effective upon the execution hereof by the Authority and execution of the Pricing Supplement by the District, and the Purchase Agreement, including the Pricing Supplement, shall be valid, binding and enforceable from and after the time of such effectiveness.

Section 13. Severability. In the event any provision of the Purchase Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 14. Headings. Any headings preceding the text of several sections hereof shall be solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

Section 15. Execution in Counterparts. This Purchase Agreement may be executed and entered into in several counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Purchase Agreement to be executed by their duly authorized representatives as of the Purchase Date. The District shall execute this Purchase Agreement by executing and delivering the Pricing Supplement.

CALIFORNIA COMMUNITY COLLEGE
FINANCING AUTHORITY

By: _____
Executive Director

The undersigned (the "Authorized Representative") certifies that he or she has reviewed the Note Purchase Agreement (the "Purchase Agreement") to which this Pricing Confirmation Supplement (the "Pricing Supplement") is attached as Exhibit A. By execution of this Pricing Supplement, the District acknowledges, agrees and directs, as the case may be, as follows:

1. Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Purchase Agreement or, if not defined in the Purchase Agreement, in the Indenture.

2. The undersigned has been duly authorized by the Board to execute this Pricing Supplement and to take the other actions contemplated herein.

3. The representations, warranties and covenants set forth in Section 10 of the Resolution are true and correct on and as of the date hereof.

4. The information related to the District contained in the Preliminary Official Statement related to the Bonds, including the Appendices thereto, does not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

5. The District agrees to provide the required Payment Account Deposit Certification (upon a request therefor) in accordance with the Indenture.

6. The District hereby directs the Trustee to transfer, at least five (5) Business Days (as defined in the Indenture) prior to an interest payment date, if appropriate, and the Note Maturity Date (as defined in the Indenture), the moneys in the Payment Account (if held by the Trustee) to the Bond Payment Fund (as defined in the Indenture).

IN WITNESS WHEREOF, the District has caused this Pricing Confirmation Supplement to be executed by its duly authorized representative as of the Purchase Date. By its execution and delivery of this Pricing Confirmation Supplement, the District agrees to and accepts the terms of the Purchase Agreement, including this Pricing Confirmation Supplement.

**VICTOR VALLEY COMMUNITY
COLLEGE DISTRICT**

By: _____
Authorized Representative

ADMINISTRATIVE SERVICES

APRIL 12, 2005

TOPIC: PROPOSAL – MCQUAY SERVICE

TO THE SUPERINTENDENT/PRESIDENT:

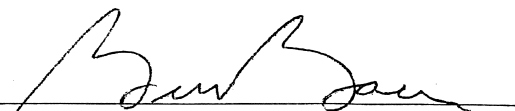
The district wishes to accept the proposal of McQuay Service to provide an eddy current test, necessary repairs and written test reports on the condenser barrels of the district's McQuay centrifugal chillers. Costs will consist of time-and-materials not to exceed \$5,900.

Fiscal Impact: not to exceed \$5,900

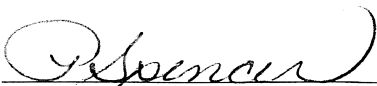
RECOMMENDATION:

It is recommended the Board of Trustees accept the proposal from McQuay Service for testing, repair and reporting on the district's centrifugal chillers

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 _____

Proposal

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

Date March 7, 2005

Proposal / Agreement No: J0502LH0042

Project Name Eddy Current Test

McQuayService presents this time-and-materials proposal to provide an eddy current test on both condenser barrels on your two (2) McQuay centrifugal chillers.

During the recent inspection, the technician found refrigerant oil present in the condenser water tubes. This indicates that one or more tubes may have failed. The eddy current test will identify any irregularities, such as pitting, bulges, wall thickness differences, etc.

This proposal includes four (4) new gaskets and forty (40) tube plugs. You will only be charged for the actual materials used. The scope of work includes pulling the heads, eddy current testing, plugging any suspect tubes, re-installing end bells, chiller start-up, and a written report on each chiller test.

Your investment for this work is based on time-and-materials, with a not-to-exceed price of \$5,900.00. All work will be performed during regular working hours. Please call 562-404-0076 with any questions.

Price and Payment Terms: T & M Not-To-Exceed

Price \$ 5,900.00 (Five Thousand Nine Hundred Dollars)

This proposal expires on April 15, 2005

Terms. Net due upon receipt.

Pricing and acceptance are based upon Terms and Conditions on the reverse side.
This proposal is being submitted by McQuay International (hereinafter also referred to as "McQuayService")

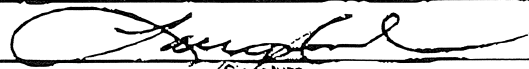
Accepted:

Submitted By: McQuay International / McQuayService

(Full legal name of Customer)

Signature

Title



Signature

Larry Hood, Service Sales Rep.

Title

Date

19

Date

March 7, 2005

19

McQuayService
Air Conditioning

CALicenso #689681

16605 Valley View Avenue ■ Cerritos, CA 90703 ■ (562) 404-0076 ■ Fax: (562) 404-3156

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P.2/2

TO: 760 245 9744

McQUAYSERVICE

5624043156

03/17/2005 09:54

MAR-17-2005 11:00 FROM:

Terms and Conditions

1. This Agreement, upon acceptance by the Customer, is made solely on the terms and conditions hereof, notwithstanding any additional or conflicting conditions that may be contained in any purchase order or other form of Customer, all of which additional or conflicting terms and conditions are hereby rejected by McQuayService. Further, you acknowledge and agree that any purchase order issued by you in accordance with this Agreement will only establish payment authority for your internal accounting purposes. Any such purchase order will not be considered by us to be a counteroffer, amendment, modification, or other revision to the terms of this agreement. No waiver, alteration or modification of the terms and conditions herein shall be valid unless made in writing and signed by an authorized representative of McQuayService.
2. This Proposal is subject to acceptance by the Customer within 30 days from date shown on the quote. Prices quoted are for services, labor, and material as specified in this Proposal. If acceptance of this Proposal is delayed or modified, prices are subject to adjustment.
3. Terms of payment are subject at all times to prior approval of McQuayService's credit department. Terms of payment are net upon receipt of invoice unless previously otherwise agreed in writing. Should payment become more than 30 days delinquent, McQuayService may stop all work under this Agreement or terminate this Agreement with five (5) days written notice to Customer. McQuayService reserves the right to add to any account outstanding more than 30 days interest at 1½% per month or the highest rate allowed by law. In the event of default in payment, Customer agrees to pay all costs of collection incurred by McQuayService including, but not limited to, collection agency fees, attorney fees and court costs. Additional services may be performed upon request at a price to be determined, subject to these Terms and Conditions.
4. Customer shall pay McQuayService, in addition to the contract price, the amount of all excise, sales, use, privilege, occupation or other similar taxes imposed by the United States Government or any other National, State or Local Government, which McQuayService is required to pay in connection with the services or materials furnished hereunder.
5. Any and all costs, fees and expenses arising from or incurred in anticipation of any federal, state, county, local or administrative statute, law, rule, regulation or ordinance (collectively "Governmental Regulations") directly or indirectly requiring that refrigerant other than the type of refrigerant currently being utilized in connection with the equipment subject to this Agreement be used, shall be borne solely by Customer. In this regard, McQuayService shall not be required to bear any expense in connection with the modification, removal, replacement or disposal of any refrigerant in response to any Governmental Regulation designed to reduce or eliminate the alleged environmental hazards associated with the refrigerant.
6. The contract stated herein is predicated on the fact that all work will be done during regular working hours of regular working days unless otherwise specified. If for any reason Customer requests that work be performed other than during regular working hours or outside the scope of services specified hereunder, Customer agrees to pay McQuayService any additional charges arising from such additional services, including but not limited to premium pay, special freight or other fees or costs associated therewith.
7. McQuayService shall not in any event be liable for failure to perform or for delay in performance due to fire, flood, strike or other labor difficulty, act of God, act of Governmental Authority or of Customer, riot, war, embargo, fuel or energy shortage, wrecks or delays in transportation, inability to obtain necessary labor, materials, or equipment from usual sources, or due to any cause beyond its reasonable control. In the event of delay in performance due to any such cause, the date of delivery or time of completion will be extended by a period of time reasonably necessary to overcome the effect of such delay. If materials or equipment included in this Agreement become temporarily or permanently unavailable for reasons beyond the control of McQuayService, McQuayService shall be excused from furnishing said materials or equipment and be reimbursed for the difference between costs of materials or equipment unavailable and the cost of an available reasonable substitute.
8. Customer shall be responsible for all costs, expenses, damages, fines, penalties, claims and liabilities associated with or incurred in connection with any hazardous materials or substances, including but not limited to asbestos, upon, beneath, about, or inside Customer's equipment or property. Title to, ownership of, and legal responsibility and liability for any and all such hazardous materials or substances, shall at all times remain with the Customer. Customer shall be responsible for the removal, handling and disposal of all hazardous materials and substances in accordance with all applicable Governmental Regulations. Customer shall defend, indemnify, reimburse and hold harmless McQuayService and its officers, directors, agents, and employees from and against any and all claims, damages, costs, expenses, liabilities, actions, suits, fines, and penalties (including without limitation, attorneys' fees and expenses) suffered or incurred by any of such indemnified parties, based upon, arising out of or in any way relating to exposures to, handling of, or disposal of any hazardous materials or substances, including but not limited to asbestos, in connection with the services performed hereunder. McQuayService shall have the right to suspend its work at no penalty to McQuayService until such product or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the price equitably adjusted.
9. If accepted orders are canceled by Customer, Customer will reimburse any and all costs, expenses and losses incurred as a result of order acceptance.
10. McQuayService extends the manufacturer's warranties on all parts and materials and warrants labor to meet industry standards for a period of thirty (30) days from the date performed. McQuayService expressly limits its warranty on Customer's equipment to cover only that portion of equipment which had specific service work done by McQuayService. These warranties do not extend to any equipment or service which has been repaired by others, abused, altered, or misused, or which has not been properly maintained. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY AND FITNESS FOR SPECIFIC PURPOSE, WHICH ARE HEREBY SPECIFICALLY DISCLAIMED.
11. MCQUAYSERVICE SHALL NOT IN ANY EVENT BE LIABLE TO THE CUSTOMER OR TO THIRD PARTIES FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT OR SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF USE OR LOSS OF PROFITS OR REVENUE ARISING FROM ANY CAUSE WHATSOEVER INCLUDING, BUT NOT LIMITED TO ANY DELAY, ACT, ERROR OR OMISSION OF MCQUAYSERVICE. IN NO EVENT WILL MCQUAYSERVICE'S LIABILITY FOR DIRECT OR COMPENSATORY DAMAGES EXCEED THE PAYMENT RECEIVED BY MCQUAYSERVICE FROM CUSTOMER UNDER THE INSTANT AGREEMENT.
12. Each of us agrees that we are responsible for any injury, loss, or damage caused by any negligence or deliberate misconduct of our employees or employees of our subcontractors. If any of our employees or those of our subcontractors, cause any injury, loss or damage in connection with performing their duties under this agreement, the responsible party will pay for all costs, damages, and expenses, which arise. Each of us agrees to defend and hold harmless the other party, its officers, directors, and employees, from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees and court costs, arising out of or resulting from the performance of work hereunder, to the extent that such claim, damage, loss, or expense is caused by an active or passive act or omission of the indemnifying party or anyone directly or indirectly employed by that party, or anyone for whose acts that party may be liable.
13. This Agreement is governed by and construed in accordance with the laws of the State of Minnesota.

ADMINISTRATIVE SERVICES

APRIL 12, 2005

TOPIC: AGREEMENT – CHJ INCORPORATED

TO THE SUPERINTENDENT/PRESIDENT:

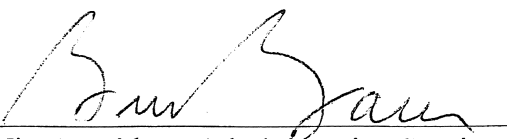
The Board previously approved a contract CHJ Incorporated to provide a geotechnical investigation and seismic hazards report on the site originally proposed for the Auxiliary Gymnasium project. The report has determined that the original site is unsuitable for the proposed structure and the district wishes to enter into an agreement with CHJ Incorporated to perform these services for the newly proposed site for the project.

Fiscal Impact: not to exceed \$10,540

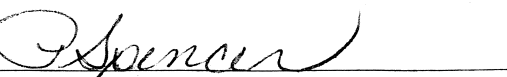
RECOMMENDATION:

It is recommended the Board of Trustees approve the agreement with CHJ Incorporated for geotechnical investigation and seismic hazard reporting on the currently proposed site for the Auxiliary Gymnasium.

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 _____



INCORPORATED

P.O. Box 231, Colton, CA 92324-0231 • 1355 E. Cooley Dr., Colton, CA 92324-3954 • Phone (909) 824-7210 • Fax (909) 824-7209

March 23, 2005

Victor Valley College
Maintenance and Operations Department
18422 Bear Valley Road
Victorville, California 92392-9699
Attention: Mr. Steve Garcia

Subject: Proposal and Agreement to Perform Geotechnical
 Investigation and Seismic Hazards Report
 Proposed Auxiliary Gymnasium
 Victor Valley College
 Victorville, California

Dear Mr. Garcia:

Thank you for the opportunity to submit this proposal to perform the geotechnical investigation for the subject project.

As you are aware, during the course of our previous investigation for the auxiliary gymnasium, soils which would be prone to liquefaction during a major seismic event were encountered. Provided that the groundwater is at, or near its historic high elevation during a major seismic event, soil liquefaction could result in settlement on the order of 10 to 11 inches and lateral spread of up to 4.5 feet.

Following discussion with your architect, structural engineer, and yourself, it was elected to investigate an alternate location for the auxiliary gymnasium. Our cursory review of the geologic setting of the site selected indicates that there is a probability of similar problematic soil conditions existing at that site. We have placed four cone penetrometer (CPT) soundings on the selected site.

Our geotechnical investigation will need to satisfy the geotechnical and seismic hazards requirements of the California Building Code (CBC) and CGS Note 48 for public schools. As originally proposed we understand that a 14,687-square feet structure of masonry and steel construction is proposed.

Initially, our investigation will include review and analysis of stereoscopic aerial photographs for past land usage and potential geologic hazards. A geological investigation will be included as part of this report in accordance with the CBC and Division of the State Architect (DSA) guidelines.

Soundings and other information obtained utilizing the CPT soundings will be incorporated into the geotechnical investigation.

The field portion of our geotechnical investigation will be performed utilizing a truck-mounted drill rig. For school projects such as this, the CBC requires at least one exploratory boring be placed for every 5,000 square feet of building area, with no fewer than two borings per building. Two hollow-stem auger borings will be drilled to depths on the order of 60 to 80 feet depending on conditions encountered. Including the CPT soundings, there should be sufficient borings to exceed DSA requirements. One of the deep borings will be sampled utilizing SPT sampler and the other boring will utilize a California Sampler, in order to adequately characterize the soils profile, provide data for bearing capacity calculation, and to address the liquefaction and seismic settlement potential at the site. Prior to initiating our field investigation, our proposed boring locations will be staked in the field, and Underground Service Alert, and the Maintenance and Operations Department of Victor Valley College will be notified.

Continuous logs of the subsurface soil conditions, as encountered within our exploratory borings, will be recorded by a staff geologist from this firm, who will direct the field investigation. A split-spoon ring sampler or standard penetration test sampler will be driven ahead of the borings at approximate 5-foot intervals, to the full depth of each boring. Equivalent standard penetration test blowcounts will be recorded at each sample depth. Undisturbed, as well as bulk samples of the soils encountered will be placed in sealed containers and returned to the laboratory for testing and evaluation.

Concurrently, a geologic field reconnaissance of the site and surrounding area will be conducted by a Certified Engineering Geologist from this firm.

Upon completion of the field investigation, testing will be conducted on samples returned to the laboratory in order to determine the engineering characteristics of the on-site materials. Laboratory testing will include, but not necessarily be limited to, field moisture content and dry density determinations, optimum moisture - maximum density relationships, direct shear strength, sieve



analysis, and consolidation potential. If necessary, expansion potential, hydrometer analysis and Atterberg limits will be determined for selected soils. Selected samples of foundation subgrade soils will be delivered to our corrosion engineering subconsultant, M. J. Schiff & Associates, Inc., for chemical/corrosivity testing.

Following completion of the field and laboratory investigations, a report will be prepared defining the scope and procedures involved in our investigation. This report will discuss the engineering and geologic characteristics of the subsurface soils, with respect to the planned improvements. Seismic settlement and liquefaction calculations (as necessary) will be included. The report will address geologic concerns and hazards, including faulting, seismicity, groundwater, and liquefaction. The report will include recommendations for site preparation and grading, foundation and retaining wall design, support of concrete slabs-on-grade, as well as recommendations to mitigate any unusual soil conditions encountered. The report will be signed by a Registered Geotechnical Engineer and Certified Engineering Geologist, and be suitable for submittal to DSA.

The cost to perform the geotechnical investigation, as outlined above, will amount to \$9,540.00. It is anticipated that the DSA review may require additional geologic and engineering review. The amount of services required can only be estimated at this time. Based on our experience on similar projects we estimate an additional 4 hours of geologist and 4 hours of engineering time to be required. The cost would thus be increased by approximately \$1,000.00. We will, of course, only charge for the actual time involved. All costs are based upon there being a requirement to pay prevailing wages to classified on-site employees and subcontractors.

Our investigation can begin within approximately three working days, weather permitting, from your authorization to proceed. Our final report will be issued within approximately two weeks following completion of the field investigation. Verbal preliminary geotechnical information may be available earlier, depending on conditions found.


During and following the preparation of the geotechnical investigation report, additional services may be required that involve attendance at meetings, project coordination with various professionals, as well as plan and document review. These items, while necessary, do not lend themselves to quantification. Therefore, the above cost is for a geotechnical investigation and six copies of the geotechnical investigation report, and does not include costs for attending meetings, consultation and grading plan

review. We will be happy to provide these services and any other geotechnical services necessary upon request. Such services will be billed at the current rate for the engineers or technicians involved.

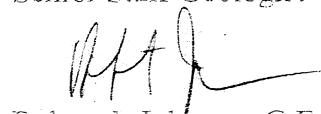
We thank you for the opportunity to provide you with this cost proposal to perform the geotechnical services for the proposed project. For your information, we also offer a full range of environmental services. Our environmental services include Phase I and Phase II environmental site assessments, subsurface investigations and development of specific site characterization and remediation work plans that adhere to applicable local, state and/or federal guidelines. We also provide complete construction observation and materials testing services which include concrete, steel, masonry testing and deputy inspections. We would be pleased to provide you with a cost proposal for such additional services as you might require.

We look forward to working with you and seeing this project through to its successful completion. Should questions arise concerning this proposal, please do not hesitate to contact this firm at your convenience.

Respectfully submitted,
C.H.J., INCORPORATED



Ben Williams, P.G.
Senior Staff Geologist



Robert J. Johnson, G.E.
President

EXHIBIT "A" - CONDITIONS

Client: Victor Valley College, Maintenance and Operations Department, 18422 Bear Valley Road, Victorville, California 92392.

Project: Geotechnical Investigation and Seismic Hazards Report, Proposed Auxiliary Gymnasium.

Right of Entry: The Client will provide for right of entry of C.H.J., Incorporated (CHJ), CHJ personnel, and any other personnel, as well as all equipment necessary in order to complete the services. CHJ will take reasonable precautions to minimize any damage to the property, but it is understood by Client that in the normal course of performing services some damage may occur, the correction of which is not part of this Agreement. The Client accepts this fact and will not hold CHJ responsible for any damage other than that caused by the gross negligence or willful misconduct of CHJ or its personnel.

Utilities and Subterranean Structures: In the prosecution of these services, CHJ will take all reasonable precautions to avoid damage or injury to known subterranean structures or utilities. The Client understands that all such structures or utilities will not be known to CHJ, and agrees not to hold CHJ responsible for damage to subterranean structures, including but not limited to, underground tanks and product lines, or utilities which are not called to CHJ's attention and fully and accurately described and located on the plans or other information furnished.

Indemnification: CHJ agrees to hold Client, its agents, and officers harmless from any and all damages in an amount equal to CHJ's proportional fault, if any, arising from adjudged errors or omissions of CHJ, and for any cost or expenses incurred by Client in an amount equal to CHJ's proportional fault, if any. In turn, Client will hold CHJ, its agents, and officers harmless from any and all damages in an amount equal to Client's proportional fault, if any, arising from actions caused, contributed to, or created by acts or omissions of the Client.

Limitation of Liability: CHJ's liability arising out of their performance under the agreement shall be limited to claims directly attributable only to the failure to exercise the degree of skill and performance normally exercised by duly qualified persons performing similar services at the same time under similar conditions and locality. The amount of liability shall not exceed the total amount of fees for services rendered under the agreement. In no event shall CHJ, its employees or agents be liable for loss of earnings, loss of profits, loss of interests, judgements, awards, or contribution thereto or any other special, indirect, or consequential damage however caused. Work under this agreement shall be deemed a service, not goods or products. CHJ will not be responsible for any interpretation by others of information provided.

Standard of Care: CHJ will strive to perform services under this Agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the profession, providing similar services at the same time under similar conditions and locality.

The conclusions and recommendations provided by CHJ for the project described by Client and the scope of services agreed upon by Client, herewith acknowledged, will be based upon observations performed and data collected by CHJ at separate locations and interpolation between such locations. It is assumed and expected that the conditions between locations observed and/or sampled are similar to those encountered at the individual locations where observation and sampling was performed. However, conditions between those locations may vary significantly. Changes in the conditions of the subject site can occur due to the passage of time, material processes or the works of man on this or adjacent properties. Therefore, the conclusions and recommendations provided to Client may be invalidated wholly or partially by changes outside of the control of CHJ. The conclusions and recommendations provided are therefore subject to review by CHJ and should not be relied upon after a period of one year.

The Client warrants that all information supplied by Client to CHJ for their use in completing its services under this Agreement are accurate and sufficient for use by CHJ, and that CHJ can rely on their completeness and accuracy.

Hazardous Materials: Services provided by CHJ at times may require subsurface exploration in areas where hazardous materials may be encountered. The Client warrants and hereby represents that any and all available information concerning the location, extent, concentration and types of hazardous or potentially hazardous materials have been furnished to CHJ by Client prior to any investigation. Should hazardous materials be present or be discovered, whether they are known or unknown by CHJ, Client agrees to indemnify, defend and hold harmless CHJ, its officers, employees and agents or subcontractors from all claims and/or liability which result, or are alleged, in whole or in part, to be the fault of CHJ in providing their services. Client also agrees to compensate CHJ for any and all time and/or



expenses incurred by CHJ in defense of any claim; for storage, transportation and disposal of contaminated samples or drill cuttings; and for disposal of contaminated consumables and/or decontamination of equipment. Storage, transportation and disposal of samples or materials from any investigation shall be performed under the Client's EPA Identification Number, and/or contaminated samples and materials associated with the project shall be returned to the Client under chain of custody protocol for proper disposal. All such compensation shall be based upon CHJ's prevailing Schedule of Fees.

CHJ reserves the right to unilaterally suspend or terminate all services under this Agreement at its sole discretion in the event undisclosed hazardous material type, location or extent, or concentrations in excess of values provided to CHJ by the Client are discovered. If CHJ's services are terminated or suspended, CHJ agrees to negotiate in good faith a new agreement to continue to meet Client's needs.

Disputes: In the event that a dispute arises relating to the performance of the services to be provided under this Agreement, and should that dispute result in litigation, it is agreed that the prevailing party shall be entitled to recover all reasonable costs incurred in connection with such dispute, including CHJ's staff time at CHJ's Schedule of Fees in effect at the time of such dispute, court costs, attorney's fees and all other claim-related expenses.

Neither the Client nor CHJ may delegate, assign, sublet or transfer his or its duties or interest in this Agreement without the prior express written consent of the other party.

Test Results: Where compaction test results are presented as part of a report or document submitted by CHJ, such information represents an independent sample of the effort achieved by the contractor who performed the actual operation. Certain information concerning the depth and location of the testing performed will be furnished by persons representing themselves as knowledgeable of these conditions. In many cases, independent verification of that information furnished to CHJ, or the knowledge of that information by any person representing themselves as knowledgeable, is not possible. That information will be relied upon during the performance of such testing or presentation of recommendations.

In instances where compaction testing is performed by CHJ, it is understood and agreed among all parties that the contractor performing the work on the project remains primarily responsible and liable for the compaction achieved at the project. Compaction testing by CHJ in no way relieves the contractor from his obligation to properly perform his work. No warranty or guarantee, express or implied, is included or intended in this agreement or in any report, opinion, document or otherwise.

I/We have read Exhibit "A" - Conditions, which is incorporated by reference in the Authorization for Service, and agree to the terms and conditions set forth. These terms and conditions as set forth are binding upon those ordering and/or Authorizing this work, either directly or through their agent, and on their assigns or successors in interest.

Date _____

Name of Firm (Print or Type)

Name of Owner/Authorized Agent (Print or Type)

Signature of Owner/Authorized Agent

HUMAN RESOURCES

APRIL 12, 2005

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. Michael Keating, sergeant, police and public safety, effective February 27, 2005.
- 2. John McGowan, maintenance locksmith, effective April 29, 2005.
- 3. Gloria Johnson, CalWORKs coordinator, effective May 19, 2005.

RECOMMENDATION:

The resignation listed above is included in the agenda for the board's information.

REFERENCE FOR AGENDA: Yes

Signed WILLIAMSON
 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 ___



March 16, 2005

VICTOR VALLEY COLLEGE

18422 Bear Valley Road
Victorville, CA 92392-5849
(760) 245-4271, extension 2544
spencerp@vvc.edu

Mr. Michael Keating

PATRICIA A. SPENCER, Ph.D.

Superintendent/President

Dear Mr. Keating:

Your verbal resignation from your position as sergeant, police and public safety, was given to Jack Thomas on Sunday, February 27, 2005. Your resignation will be presented to the Board of Trustees on April 12, 2005.

We also want to recognize and thank you for the nine years of service you have provided Victor Valley College. You have our appreciation for your contributions and sincerest best wishes.

You will be receiving correspondence from the Office of Human Resources regarding your COBRA rights and retirement benefits, if applicable. If you have any questions, please contact the Human Resources Office at 245-4271, extension 2486.

Sincerely,

A handwritten signature in cursive script that reads "Patricia A. Spencer".

Patricia A. Spencer, Ph.D.
Superintendent/President

PAS/lc

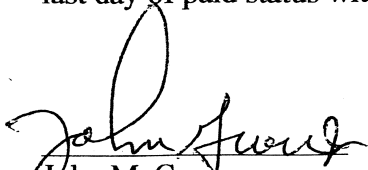
TO: Dr. Schmidt
Director of Human Resources

From: John (Jack) McGowan JR
Maintenance Locksmith

Subject: Resignation

Dr. Schmidt

As of April 29, 2005 I am resigning from my position as Maintenance Locksmith. My last day of paid status with the District will be April 29, 2005.


John McGowan

Date 3/24/05



March 28, 2005

VICTOR VALLEY COLLEGE

18422 Bear Valley Road
Victorville, CA 92392-5849
(760) 245-4271, extension 2544
spencerp@vvc.edu

Mr. Jack McGowan
Victor Valley College
18422 Bear Valley Road
Victorville, Ca 92392

PATRICIA A. SPENCER, Ph.D.
Superintendent/President

Dear Mr. McGowan:

Your letter of resignation submitted from your position as maintenance locksmith was received by the district today. Per board policy, your resignation has been accepted and will be effective April 29, 2005, as requested. Your letter of resignation will be presented to the Board of Trustees on April 12, 2005.

We also want to recognize and thank you for over 27 years of service you have provided Victor Valley College. You have our appreciation for your contributions and sincerest best wishes.

You will be receiving correspondence from the Office of Human Resources regarding your COBRA rights and retirement benefits, if applicable. If you have any questions, please contact the Human Resources Office at 245-4271, extension 2486.

Sincerely,

A handwritten signature in cursive script that reads "Spencer".

Patricia A. Spencer, Ph.D.
Superintendent/President

PAS/lc

March 31, 2005

Victor Valley College
Human Resources
18422 Bear Valley Road
Victorville, CA 92392

To Whom It May Concern:

Please accept this letter as my resignation from my position as CalWORKs/WIA Coordinator at Victor Valley College effective May 19, 2005. My retirement will become effective May 20, 2005.

Sincerely,



GLORIA J. JOHNSON

cc Jeff Cooper
Nick Parisi



March 31, 2005

VICTOR VALLEY COLLEGE
18422 Bear Valley Road
Victorville, CA 92392-5849
(760) 245-4271, extension 2544
spencerp@vvc.edu

Ms. Gloria Johnson
Victor Valley College
18422 Bear Valley Road
Victorville, Ca 92392

PATRICIA A. SPENCER, Ph.D.
Superintendent/President

Dear Ms. Johnson:

Your letter of resignation for retirement purposes submitted from your position as CalWORKs coordinator was received by the district today. Per board policy, your resignation has been accepted and will be effective May 19, 2005, as requested. Your letter of resignation will be presented to the Board of Trustees on April 12, 2005.

We also want to recognize and thank you for the 15 years of service you have provided Victor Valley College. You have our appreciation for your contributions and sincerest best wishes.

You will be receiving correspondence from the Office of Human Resources regarding your COBRA rights and retirement benefits, if applicable. If you have any questions, please contact the Human Resources Office at 245-4271, extension 2486.

Sincerely,

A handwritten signature in cursive script that reads "P. Spencer".

Patricia A. Spencer, Ph.D.
Superintendent/President

PAS/lc

ADMINISTRATIVE SERVICES

APRIL 12, 2005

TOPIC: MONTHLY FINANCIAL STATEMENTS

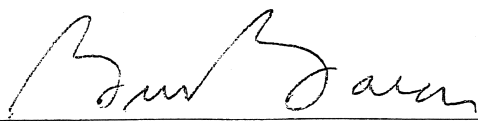
TO THE SUPERINTENDENT/PRESIDENT:

Financial reports are being presented for the period ending February 28, 2005 for the General Fund (01), Debt Service Fund (29), Capital Outlay Projects Fund (71), Child Development Center Fund (72), Student Center Fee Fund (73), Health Trust Fund (75), Insurance Trust Fund (78), Bookstore, Auxiliary Services, and ASB Fund.

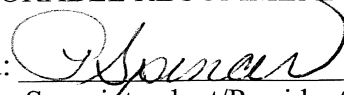
RECOMMENDATION:

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 _____

INFORMATION ONLY X

VICTOR VALLEY COMMUNITY COLLEGE

2004-2005 Financial Statements

April 12, 2005

GENERAL FUND 01	Budget	Actual	Budget Remaining	Percentage Remaining
Revenues				
Federal	\$1,689,747	\$712,488	\$977,259	57.83%
State	\$24,787,230	\$19,921,712	\$4,865,518	19.63%
Local	\$16,859,436	\$7,869,158	\$8,990,278	53.32%
Transfers In	\$0	\$0	\$0	0.00%
Total Revenues	\$43,336,413	\$28,503,358	\$14,833,055	34.23%
Expenditures				
Academic Sals	\$16,859,093	\$11,487,277	\$5,371,816	31.86%
Classified Sals	\$9,917,462	\$6,182,067	\$3,735,395	37.66%
Benefits	\$6,986,892	\$4,729,359	\$2,257,533	32.31%
Supplies	\$1,187,203	\$602,011	\$585,192	49.29%
Operating Expenses	\$5,773,320	\$3,420,447	\$2,352,873	40.75%
Capital Outlay	\$2,143,521	\$1,693,958	\$449,563	20.97%
Transfers	\$0	\$0	\$0	0.00%
Total Expenditures	\$42,867,491	\$28,115,119	\$14,752,372	34.41%
Revenues/(Expenditures)	\$468,922	\$388,239		
Fund Balance 7/1/04	\$1,647,531	\$1,647,531		
Estimated Fund Balance 02/28/05	\$2,116,453	\$2,035,770		

VICTOR VALLEY COMMUNITY COLLEGE
 2004-2005 Financial Statements
 April 12, 2005

DEBT SERVICE PAYMNT FUND 29	Budget	Actual	Budget Remaining	Percentage Remaining
Revenues				
Local Revenues	\$2,513,000	\$1,352,814	\$1,160,186	46.17%
Transfers In	\$0		\$0	
Total Revenues	\$2,513,000	\$1,352,814	\$1,160,186	46.17%
Expenditures				
Debt Service Payments	\$2,596,266	\$277,512	\$2,318,754	89.31%
Total Expenditures	\$2,596,266	\$277,512	\$2,318,754	
Revenues Less Expenditures	(\$83,266)	\$1,075,302		
Fund Balance 7/1/04	\$37,428,443	\$37,428,443		
Estimated Fund Balance 02/28/05	\$37,345,177	\$38,503,745		

VICTOR VALLEY COMMUNITY COLLEGE
 2004-2005 Financial Statements
 April 12, 2005

CAPITAL OUTLAY PROJECTS FUND 71	Budget	Actual	Budget Remaining	Percentage Remaining
Revenues				
State	\$8,637,901	\$0	\$8,637,901	100.00%
Local	\$480,600	\$488,413	(\$7,813)	0.00%
Miscellaneous Income		\$0	\$0	
Total Revenues	\$9,118,501	\$488,413	\$8,630,088	94.64%
Expenditures				
Contracts	\$0	\$0		
Sites	\$0	\$284	(\$284)	0.00%
Buildings	\$8,737,901	\$377,628	\$8,360,273	95.68%
Interfund Transfers	\$236,993	\$236,993	\$0	
Equipment	\$243,607	\$0	\$0	0.00%
Total Expenditures	\$9,218,501	\$614,905	\$8,359,989	90.69%
Revenues/(Expenditures)	(\$100,000)	(\$126,492)		
Fund Balance 7/1/04	\$868,630	\$868,630		
Estimated Fund Balance 2/28/05	\$768,630	\$742,138		

VICTOR VALLEY COMMUNITY COLLEGE
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CHILD DEVELOPMENT CENTER FUND 72	Budget	Actual	Budget Remaining	Percentage Remaining
Revenues				
Federal	\$207,901	\$136,697	\$71,204	34.25%
State	\$673,687	\$492,008	\$181,679	26.97%
Local	\$20,500	\$15,988	\$4,512	22.01%
Transfers In	\$0	\$0	\$0	
Total Revenues	\$902,088	\$644,693	\$257,395	28.53%
Expenditures				
Academic Salaries	\$428,501	\$246,614	\$181,887	42.45%
Classified Sals	\$181,564	\$105,431	\$76,133	41.93%
Benefits	\$238,167	\$146,828	\$91,339	38.35%
Instructional Supplies	\$23,325	\$8,754	\$14,571	62.47%
Operating Expenses	\$30,531	\$28,335	\$2,196	7.19%
Reserve/Contingencies	\$0	\$0	\$0	0.00%
Building/Equipment	\$0	\$0	\$0	0.00%
Total Expenditures	\$902,088	\$535,962	\$366,126	40.59%
Revenues/(Expenditures)	\$0	\$108,731		
Fund Balance 7/1/04	\$11,969	\$11,969		
Estimated Fund Balance 02/28/05	\$11,969	\$120,700		

VICTOR VALLEY COMMUNITY COLLEGE
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STUDENT CENTER FEE FUND 73 April 12, 2005	Budget	Actual	Budget Remaining	Percentage Remaining
Revenues	\$101,000	\$70,126	\$30,874	30.57%
Expenditures				
Transfers Out	\$100,000	\$44,135	\$55,865	55.87%
Revenues/(Expenditures)	\$1,000	\$25,991		
Fund Balance 7/1/04	\$8,170	\$8,170		
Estimated Fund Balance 02/28/05	\$9,170	\$34,161		

VICTOR VALLEY COMMUNITY COLLEGE
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HEALTH TRUST FUND 75	Budget	Actual	Budget Remaining	Percentage Remaining
Revenues				
Local	\$13,100	\$4,853	\$8,247	62.95%
Transfers In	\$0	\$0	\$0	0.00%
Total Revenues	\$13,100	\$4,853	\$8,247	62.95%
Expenditures				
Reserve For Contingencies	\$0	\$0	\$0	
Total Expenditures	\$0	\$0	\$0	
Revenues/(Expenditures)	\$13,100	\$4,853		
Fund Balance 7/1/04	\$69,494	\$69,494		
Estimated Fund Balance 02/28/05	\$82,594	\$74,347		

VICTOR VALLEY COMMUNITY COLLEGE
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 April 12, 2005

SELF INSURANCE

TRUST FUND 78	Budget	Actual	Budget Remaining	Percentage Remaining
Revenues				
Local	\$1,800	\$270	\$1,530	85.00%
Miscellaneous Income	\$0	\$0	\$0	
Transfers In	\$255,993	\$236,993	\$19,000	
Total Revenues	\$257,793	\$237,263	\$20,530	43.60%
Expenditures				
Contracted Services	\$35,000	\$19,739	\$15,261	43.60%
Supplies	\$120	\$0	\$120	100.00%
New Equipment	\$0	\$0	\$0	0.00%
Total Expenditures	\$35,120	\$19,739	\$15,381	43.80%
Revenues/(Expenditures)	\$222,673	\$217,524		
Fund Balance 7/1/04	\$43,955	\$43,955		
Estimated Fund Balance 2/28/05	\$266,628	\$261,479		

VICTOR VALLEY COMMUNITY COLLEGE
 2004-2005 Financial Statements
 April 12, 2005

RAMS BOOKSTORE	Budget	Actual	Budget Remaining	Percentage Remaining
Revenues	\$ 2,620,000	\$ 2,538,815	\$ 81,185	3.10%
Cost of Goods Sold	\$ 2,023,000	\$ 1,759,863	\$ 263,137	13.01%
Gross Margin from local Revenues	\$ 597,000	\$ 778,952	\$ (181,952)	-30.48%
Total Other Income		\$4,480.00		
Total Revenues and Other Income	\$597,000	\$783,432		
Expenditures	\$ 597,000	\$ 385,165	\$ 211,835	35.48%
Revenues/(Expenditures)	\$ -	\$ 398,267		
Fund Balance 7/1/04	\$ 802,197	\$ 802,197		
Estimated Fund Balance 02/28/05	\$ 802,197	\$ 1,200,464		

VICTOR VALLEY COMMUNITY COLLEGE
 2004-2005 Financial Statements
 April 12, 2005

AUXILIARY SVCS	Budget	Actual	Budget Remaining	Percentage Remaining
Revenues	\$ 373,000	\$ 218,273	\$ 154,727	41.48%
Expenditures	\$ 470,000	\$ 276,941	\$ 193,059	41.08%
Revenues/(Expenditures)	\$ (97,000)	\$ (58,668)		
Fund Balance 7/1/04	\$ 268,505	\$ 268,505		
Estimated Fund Balance 02/28/05	\$ 171,505	\$ 209,837		

VICTOR VALLEY COMMUNITY COLLEGE
 2004-2005 Financial Statements
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ASB FUND	Budget	Actual	Remaining	Budget Remaining	Percentage Remaining
Revenues	\$ 180,750	\$ 76,602		\$ 104,148	57.62%
Expenditures	\$ 180,750	\$ 53,877		\$ 126,873	70.19%
Revenues/(Expenditures)	\$ -	\$ 22,725			
Fund Balance 7/1/04	\$ 68,652	\$ 68,652			
Estimated Fund Balance 2/28/05	\$ 68,652	\$ 91,377			

HUMAN RESOURCES

APRIL 12, 2005

TOPIC: CLASSIFIED MEMORANDUMS OF UNDERSTANDING

TO THE BOARD OF TRUSTEES:

The district and the California School Employees Association, Chapter 584, have reached agreement on the attached Memorandum of Understanding:

- 1. Change of working hours as listed during spring break for the following individuals:

Starla Underwood
 Jim Murray
 Robbie Richards
 Delia Snead
 Ernestine Jordan
 Ann-Marie Sharp
 Mickey Conrad
 Chicpaul Becerra
 Eugenia Macias

RECOMMENDATION:

The MOU listed above is included for the board's information.

REFERENCE FOR AGENDA: Yes

Signed WILLIAM S. WIKIOT
 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 ___

MEMORANDUM OF UNDERSTANDING

Change of Working Hours for March 28, 2005 – April 1, 2005

This Memorandum of Understanding is entered into by and between Victor Valley Community College District (hereinafter "District") and the California School Employees Association and its local Chapter 584 (hereinafter "CSEA").

WHEREAS, due to the recess of classes during March 28, 2005, through April 1, 2005; and

WHEREAS, the District desires to change the working hours of the staff who work evening hours during this period; and

WHEREAS, these staff have no objections to the District's requested hour change;

NOW, THEREFORE, it is agreed by and between the parties as follows:

CSEA will agree to the working hours change of the following staff during the period March 28, 2005, through April 1, 2005.

EMPLOYEE	CURRENT HOURS	PROPOSED HOURS
Starla Underwood	Monday-Thursday 11:00 am - 7:30 pm Friday 8:30 am - 5:00 pm	Monday- Friday 8:30 am - 5:00 pm
Jim Murray	Monday-Thursday 11:00 am - 7:30 pm Friday 8:30 am - 5:00 pm	Monday- Friday 8:30 am - 5:00 pm
Robbie Richards	Monday-Thursday 11:00 am - 7:30 pm Friday 8:30 am - 5:00 pm	Monday- Friday 8:30 am - 5:00 pm
Delia Snead	Monday - Thursday 3:00 pm - 7:00 pm Friday 1:00 pm - 5:00 pm	Monday - Friday 1:00 pm - 5:00 pm
Ernestine Jordan	Monday - Friday 11:30 am - 8:00 pm	Monday - Friday 8:30 am - 5:00 pm
Ann-Marie Sharp	Monday 8:30 am-5:00 pm Tuesday-Thursday 11:00 am - 7:30 pm Friday 8:30 am - 5:00 pm	Monday- Friday 8:30 am - 5:00 pm
Mickey Conrad	Monday 11:00 am-7:30 pm	Monday 8:30 am - 5:00 pm
Chicpaul Becerra	Monday-Thursday 10:30 am - 7:00 pm Friday 8:30 am - 5:00 pm	Monday - Friday 8:30am - 5:00pm
Eugenia Macias	Monday-Friday 3:30 pm - 7:30 pm	Monday - Friday 1:00 pm - 5:00 pm

By CSEA agreeing to this one time hour change, it is understood that CSEA's position can in no way be construed as a waiver, either expressed or implied, of its rights to negotiate on matters within the scope of representation as set forth in section 3543.2 of the Educational Employment Relations Act.

It is further understood that this position is limited to the particular circumstance and time frame herein referenced and shall in no way be construed as establishing a past practice, nor shall it be construed as a waiver of any provision of the Education Code.

For the District

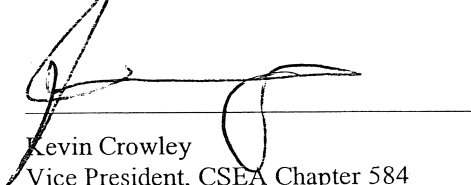
Date: 23 MAR 05



William H. Schmidt
Director of Human Resources

For CSEA

Date: 3-23-05


Kevin Crowley
Vice President, CSEA Chapter 584