
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.

May 10, 2005

CALL TO ORDER

4:00 p.m.

PLEDGE OF ALLEGIANCE

ACTION

1. CLOSED SESSION

- (a) Government Code Section 54956.9:
CONFERENCE WITH LEGAL COUNSEL —
EXISTING LITIGATION: six (8) 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
 - Carissa M. Warren, Gaye L. Giarmo, and Karen E. Salazar v. Victor Valley
Community College District, Larry Boutcher and Does 1 through 100,
VCVVS 027382
 - Lynn Puckett vs. Victor Valley Community College District, Ron Krimper,
Nick Halisky, Bettye Underhill, Dennis Henderson, Maxine Moore,
and Does 1-1000; VCVVS 037295
 - Lynn Puckett vs. Victor Valley Community College District, Ron Krimper,
Nick Halisky, Bettye Underhill, Dennis Henderson, Maxine Moore, and Does 1-1000;
VCVVS 036483
 - Victor Valley Community College District vs. Nicholas Louis Halisky, Lynn Puckett,
and Ronald Leslie Krimper, and Does 1 through 100, VCVVS 036483
- (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 54957: PUBLIC EMPLOYEE APPOINTMENT:
Student Worker

- 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 April 12, 2005, regular Board meeting. YES ___ NO ___
- 3.2 Announcement that persons may speak to agenda items and/or a non-agenda item if the Agenda Discussion Form has been completed. Information
- 3.3 Agenda Additions/Revisions YES ___ NO ___
- 3.4 Presentation of Proclamation, designating May 15-21, 2005, as Classified College Employees Week Presentation
- 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. Per Board Policy 2350, "Each speaker coming before

the board is limited to one presentation per specific agenda item before the board, and to one presentation per meeting on non-agenda matters.” 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. Out-of-State Travel, Classified Employee, Las Vegas, Nevada
Consider approval of out-of-state travel for classified employee David Steinback to travel to Las Vegas, Nevada on June 12-15, 2005, for the American Safety Training Conference. Fiscal Impact: \$800 to be paid by VTEA funds.
- b. Agreement (Amended), Child Development Services #GPRE-4299
Consider approval of the amended agreement (Amendment 02) with the California Department of Education for Child Development Services Contract #GPRE-4299 for the fiscal year 2004-2005. Fiscal Impact: None.
- c. Student Support Services Program-Grant Award Notification
Consider approval to accept/approve a grant award from the U.S. Department of Education for the Student Support Services (SSS) Program for the period of September 1, 2005, through August 31, 2009. The Student Support Services Program provides services to low-income, first generation and disabled students who show an academic need in the areas of Mathematics and English. Fiscal Impact: Revenue to the District: \$267,986 annually for four years.
- d. Out-of-State Travel – DSPTS, Kansas City, Kansas
Consider approval of out-of-state travel and payment of expenses for Jeffrey Holmes, Director of DSPTS/ADA Coordinator, to participate in the 2005 National ADA Symposium and Expo in Kansas City, Kansas, May 16-19, 2005. Fiscal Impact: Budgeted travel item, \$1,445.
- e. Out-of-State Travel – Financial Aid, Reston, Virginia
Consider approval for the out-of-state travel and payment of expenses for Sharon Groom, Director of Financial Aid, to participate in the 2006-2007 Origination and Disbursement Process Focus Group in Reston, Virginia, April 26-27, 2005. Fiscal Impact: None, all expenses to be reimbursed by the Department of Education.

- f. Out-of-State Travel – ASACC Conference, Rochester, New York
Consider approval of out-of-state travel and payment of expenses for Robert A. Sewell, Director, Auxiliary Services, and Blanca Gomez, ASB ASACC Senator, to attend the 6th Annual Summer Institute New Student Leaders and Advisor Certification (ASACC) Conference, June 15-18, 2005, in Rochester, New York. Fiscal Impact: Not to exceed \$3,000 (ASB budgeted item).
- g. Board of Trustees Transfers and Payments Report
Consider approval of the transfers and payments as listed.
- h. Quarterly Fiscal Status Report
Consider approval of the March 31, 2005, quarterly report to be submitted to the Chancellor's Office and county schools.
- i. Agreement, Foundation for California Community Colleges
Consider approval of the agreement with the Foundation for California Community Colleges (FCCC) for the use of college facilities in support of the Bar Smog Referee and student training program for 2004-2005 with options to renew annually for up to three years. Fiscal Impact: Income to the district \$12,000.
- j. Classified Bargaining Unit Appointments, Promotions, and/or Transfers
Consider approval of the following classified appointment: Justin Lyman, Bookstore Assistant (classified special), effective on or after May 11, 2005. Fiscal Impact: Budgeted Item.
- k. Non-Classified Employees
Consider approval of the non-classified employee appointments as listed. Fiscal Impact: Budgeted Item.
- l. Temporary Academic
Consider approval of the temporary academic appointments as listed. Fiscal Impact: Budgeted Item.
- m. Classified—New Job Description
Consider approval two new half-time classified positions and a new job description for the position of DSPS assistant/interpreter. Fiscal Impact: Budgeted.
- n. Academic Ratification of Eminence Requests
Consider ratification of eminence for Sam Thomas, Fire Technology, for a period of one semester (spring 2005), pending completion of required documentation. Fiscal Impact: None.
- o. Academic Extra Duty Days
Consider approval of the extra duty day assignments for the 2005-2006 academic year (July 1, 2005, through June 30, 2006) for the individuals listed. Fiscal Impact: Budgeted.

- p. Administrative/Management/Confidential Appointments
1. *Recruitment for the position of associate director of Financial Aid is currently underway. A recommendation for appointment will be brought to the May 10, 2005, Board meeting as an amendment.*
 2. *Recruitment for the position of dean of Student Services is currently underway. A recommendation for appointment will be brought to the May 10, 2005, Board meeting as an amendment.*
 3. *Recruitment for the position of director of Technical Services is currently underway. A recommendation for appointment will be brought to the May 10, 2005, Board meeting as an amendment.*

ACTION AGENDA

6. BOARD OF TRUSTEES

No Items

7. SUPERINTENDENT/PRESIDENT

No items.

8. INSTRUCTION

8.1 Agreement (Renewal), Community College Library Consortium

Consider approval of the renewal of the agreement with the Community College League of California for the Community College Library Consortium, July 1, 2005, through June 30, 2006, for the online subscription databases. Fiscal Impact: Budgeted item, not to exceed \$14,260.08.

YES ___ NO ___

8.2 Department Chairpersons' Pay for 2004-05 Academic Year

Consider approval of the payment for department chairpersons for the 2004-05 academic year. Fiscal Impact: Budgeted item.

YES ___ NO ___

9. STUDENT SERVICES

No items.

10. ADMINISTRATIVE SERVICES

10.1 Donations

Consider acceptance of the donations totaling \$106,959.62 for the period March 1-31, 2005, as college property. The Victor Valley College Foundation has made expenditures from cash donations in the amount of \$69,444.87 to specific funds and \$37,514.75 in Scholarships as listed for Victor Valley College.

YES ___ NO ___

10.2 Agreement, Spencer/Hoskins Associates

Consider approval of the agreement with Spencer/Hoskins Associates to prepare and submit a Final Project Proposal to the State of California for the Music Modernization project and for the preparation and submittal of the district's 2007-2011 Five-Year Construction Plan. Fiscal Impact: Not to exceed \$15,000.

YES ___ NO ___

10.3 Proposal, EB5C, LLC. Financial Plan Tracking and Forecasting

Consider approval of the proposal from EB5C, LLC. for the development and implementation of a financial plan tracking and forecasting system. Fiscal Impact: \$10,500, funded through the Title V Institutional Capacity Building Grant.

YES ___ NO ___

10.4 Agreement -Water Rights Purchases

Consider approval of the agreements to purchase unused water rights as listed. Fiscal Impact: \$35,390 (These funds have not been budgeted in the past and will continue to be taken from the unfunded liability reserve.)

YES ___ NO ___

10.5 Change Order #2 – Tri Span, Inc.

Consider approval of Change Order #2 to the agreement with Tri Span, Inc. for asbestos abatement in the Liberal Arts Building. Fiscal Impact: \$1,866 (Fund 71 Expenditure).

YES ___ NO ___

10.6 Change Order #3 –Tri Span, Inc.

Consider approval of Change Order #3 to the agreement with Tri Span, Inc. for asbestos abatement in the Liberal Arts building for a savings in the amount of \$5,316. Fiscal Impact: Cost reduction of \$5,316.

YES ___ NO ___

10.7 Notice of Completion – Tri Span, Inc.

Consider approval of the Notice of Completion with Tri-Span, Inc. for asbestos abatement and reconstruction of the Liberal Arts Building. Fiscal Impact: There is no cost to file a notice of completion.

YES ___ NO ___

10.8 Bid Extension—G.W. Reed Printing

Consider approval of the bid extension with G.W. Reed for the printing of class schedules for the 2005-2006 academic year. This will be the final extension allowed under the original bid. Fiscal Impact: \$96,652.

YES ___ NO ___

10.9 Subordination Request Relating To The Proposed Hesperia Community Redevelopment Agency 2005 Tax Allocation Bonds, Series A (Refinancing and Redevelopment Projects)

Consider adoption of the resolution as requested by the City of Hesperia for subordination of Statutory Pass-through payments that the Agency is required to pay the District in connection with Redevelopment Project Area No. 1. Fiscal Impact: None.

YES ___ NO ___

11. HUMAN RESOURCES

11.1 Agreement (Revised), Norman A. Traub Associates

Consider approval of the revised agreement and increase of expenditures for Norman A. Traub Associates to provide an assessment of the campus Police Department and investigation of discrimination and/or harassment complaints and also to provide testimony at personnel hearings, executive sessions, depositions, or court proceedings in connection with these duties. The District is requesting approval of additional expenditures of \$18,000. Fiscal Impact: Fund 01 budgeted item, not to exceed \$39,000.

YES ___ NO ___

11.2 Agreement, Liebert Cassidy Whitmore

Consider approval for the increase of expenditures for the law firm of Liebert Cassidy Whitmore to provide limited, specialized legal consultation. The District is requesting an additional \$30,000. Fiscal Impact: Fund 01 budgeted item, not to exceed \$180,000.

YES ___ NO ___

11.3 Agreement, Law Offices of Dennis J. Walsh

Consider the approval of expenditure increase for the Law Offices of Dennis J. Walsh to provide limited, specialized legal consultation. The District is requesting approval of additional expenditures of \$15,000. Fiscal Impact: Fund 01 budgeted item, not to exceed \$70,000.

YES ___ NO ___

11.4 Classified Bargaining Unit Reassignment

Consider approval of the reassignment of Mitchell Greene to network manager from network engineer, effective on or after May 3, 2005. Mr. Greene will be “Y-rated” at Range 23, Step 6. Fiscal Impact: Budgeted Item.

YES ___ NO ___

12. FOR INFORMATION ONLY

12.1 Classified Resignations/Retirement

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. Lisa Stanley, custodian, effective April 15, 2005. (resignation)
2. Sharon Carpenter, Human Resources Technician, effective July 6, 2005. (resignation for retirement)

12.2 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 Memorandums of Understanding:

1. Eileen Do: change of working hours as listed.
2. Eagle Scout Project: curb painting for community improvement project.

12.3 Monthly Financial Statements

Financial reports are being presented for the period ending March 31, 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); Self-Insurance Trust Fund (78); Rams Bookstore, Auxiliary Services, and the ASB Fund; and Federal/State Grant Fund.

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, May 5, 2005, at 5:00 p.m. pursuant to California Government Code §54954.2

Penelope Majeske, Executive Assistant

MINUTES
VICTOR VALLEY COMMUNITY COLLEGE DISTRICT BOARD OF TRUSTEES

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

April 12, 2005

3:00 p.m.

CALL TO ORDER: The Board of Trustees of Victor Valley Community College District met in Open Session on April 12, 2005, in the Board Room of the Administration Building. Mr. Joe Range, Board President, called the meeting to order at 3:00 p.m.

PLEDGE OF ALLEGIANCE: Trustee Thomas Elder II 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 (arrived at 3:05 p.m.); Thomas M. Elder II, Trustee; and Dr. Dorothy Franke, Trustee. (ASB President and Student Trustee Eddie Miro arrived for Open Session at 5:46 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 3:02 p.m., and the Board met in Closed Session from 3:02 p.m. to 6:10 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:
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.]

Break: 6:10 p.m. to 6:17 p.m.

2. RECONVENE TO OPEN SESSION

The Board reconvened to Open Session at 6:17 p.m.

2.1 Action as a result of Closed Session

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

3. GOVERNING BOARD

3.1 Approval of the Minutes

MSC (Underhill/Elder, 5-0) to approve the minutes of the March 8, 2005, regular Board meeting; and the minutes of the March 22, 2005, special Board meeting.

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

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

3.3 Agenda Additions/Revisions

Dr. Spencer 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.

Also, information regarding the April 30, 2005, Spring Valley Lake Association election for the SVL Association's Board of Directors was received by the college subsequent to the agenda being posted. It was recommended that the Board of Trustees add this to the agenda as Item 6.3.

MSC (Elder/Underhill, 5-0) to acknowledge that a need to take immediate action exists, that the need for action came to the attention of the Board subsequent to the

agenda being posted, and to add Item 6.3 to the April 12, 2005, agenda. [Reference: California Government Code 54954.2.(b) and 54954.2.(b)(2).]

PUBLIC HEARING

3.4 PUBLIC HEARING ON CHARGES OR COMPLAINTS AGAINST A PUBLIC EMPLOYEE One (1) Position

[NOTE: This item was **withdrawn** because the affected individual did not request that the matter be heard in public.]

4. REPORTS

Superintendent/President

Dr. Spencer announced that the Admissions, Registration and Records department was chosen by a campus-wide vote to receive this year's new "Department of the Year" award. The Spirit Team is hosting a college-wide reception this Friday, April 15, at 1-3 p.m. in Student Services I and everyone is invited to attend the celebration.

Instruction

Mr. Cooper reviewed the department chairs planning retreat. In addition, he announced that summer class schedules would be ready around May 16 and the fall class schedules should be completed by June 1. He also introduced VVC's Model UN team and congratulated them on their very successful participation in the competition in New York.

Student Services

Dr. Lewallen reported on commencement and other ceremonies, the Hispanic Serving Title V Cooperative Grant application, and continued concerns regarding the use of consultants for the information system.

Administrative Services

Mr. Bruce Baron handed out a fiscal data abstract. Also, he reported that the Facilities Focus Group interviewed architectural firms to prepare a facilities master plan for the college. A top candidate has been chosen and references are being checked.

Human Resources

Dr. Schmidt invited the Board to attend the Monday, April 18, employee workshops on preventing workplace harassment, which will be presented by Mary Dowell from Liebert Cassidy Whitmore. He also reported on the classification and salary study and the progress of appeals.

Governmental Relations

Bill Greulich reported on legislative activities and that we will know more about the budget after the state's May revise.

Foundation

Ginger Ontiveros reported that the Foundation will be planning a celebration on June 29. The deadline for the Faculty Mini-Grant application will be May 12. The Valley Hi Golf tournament, which will benefit VVC, is scheduled for May 16. Additionally, Ms. Ontiveros thanked Clear Channel and the Daily Press for promoting Tech-X.

Board of Trustees

Mr. Joe Range said that everyone needs to pull together and set aside our differences in the interest of students. He read a few paragraphs from the 1997 version of the Shared Governance document and encouraged everyone to read this document on the College's Web site.

ASB

Eddie Miro, ASB President, congratulated the Model U.N. team. He also reported that several ASB members recently returned from a successful trip to Washington, D.C.

CCA

Ms. Debby Blanchard reported on her fiduciary responsibility to the CCA members. Additionally, she commented on Mr. Baron's handout (fiscal data abstract), agenda item 5.f, and the department chair retreat. Regarding the information on the fiscal data abstract, Mr. Baron responded that the 50% law refers to instruction costs only.

CSEA

Arlene Greene reported the CSEA opposed agenda item 9.2. Additionally, Dave Chip reported on current grievances.

Faculty Senate

Ms. Blanchard reported on full-time faculty hiring issues.

AFT Part-Time Faculty United

No report.

Management

Robert Sewell congratulated AR&R, the Model U.N. team, and the Political Science Department instructors. He also offered condolences to Bettye and Brad Underhill for their recent loss.

Public Comments

Ed Burg supported the network engineer position.

Margaret Kagy spoke about public forums.

Mitchell Greene spoke on Datatel and the MIS department, the budget audit, and shared governance.

5. CONSENT AGENDA

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

- 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

MSC (Henderson/Underhill, 5-0) to adopt the resolution, excusing the absence of Trustee Dorothy M. Franke, Ph.D., from the March 22, 2005, special meeting of the Board and allowing her to be compensated for that meeting.

6.2 CCCT Board of Directors Election, 2005

MSC (Elder/Underhill, 5-0) to vote for the following seven individuals [Bill McMillin (Ohlone CCD), Donald L. Singer (San Bernardino CCD), Tom Clark (Long Beach CCD), Dennis Henderson (Victor Valley CCD), Charles Hayden, Jr. (Desert CCD), Luis Villegas (Santa Barbara CCD), and Mark Takano (Riverside CCD)] for the CCCT Board of the League; the election will take place between March 10 and April 25, 2005.

6.3 Spring Valley Lake Election

MSC (Franke/Henderson, 5-0) to vote for Cliff Bandringa, Kevin Kane, and Mike Sandell for the Spring Valley Lake Association's Board of Directors on each of the VVCC District's 19 ballots. [See notes under Item 3.3.]

7. SUPERINTENDENT/PRESIDENT

No items.

8. INSTRUCTION

8.1 Agreement, Northwoods Resort and Convention Center

MSC (Franke/Elder, 5-0) to 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, to prioritize resource needs and develop departmental goals and objectives. Fiscal Impact: None to the District; to be paid by funds from the Foundation.

9. STUDENT SERVICES

9.1 Agreement, Apple Valley Stationers

MSC (Henderson/Underhill, 5-0) to approve 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.

9.2 Agreement, MLS Technologies

MSC (Elder/Franke, 5-0) to approve 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

Agenda Item
6.3 Added

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.

9.3 Proposed Increase to Official, Academic Transcript Request Fees

MSC (Underhill/Elder, 5-0) to approve 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

MSC (Franke/Underhill, 5-0) to approve 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.

10. ADMINISTRATIVE SERVICES

10.1 Donations

MSC (Franke/Underhill, 5-0) to approve the 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.

10.2 Tax and Revenue Anticipation Note Program

MSC (Elder/Henderson, 5-0) to approve 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.

10.3 Proposal, McQuay Service

MSC (Henderson/Franke, 5-0) to approve 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.

10.4 Agreement, CHJ Incorporated

MSC (Underhill/Elder, 5-0) to approve 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.

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

The meeting was adjourned at 7:55 p.m.

APPROVED:

Joe Range, President

Bettye Underhill, Ph.D., Clerk

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

Date Approved

MAY 10, 2005

INSTRUCTION

TOPIC: OUT-OF-STATE TRAVEL

TO THE SUPERINTENDENT/PRESIDENT:

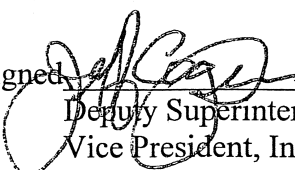
Authorization is requested from the Board of Trustees to allow classified employee David Steinback to travel out of state to Las Vegas, Nevada on June 12-15, 2005 for the American Safety Training Conference. This conference will provide a valuable 2-day Federal OSHA safety course and assist him in his job as an Instructional Assistant III in the Automotive Department lab.

Fiscal Impact: \$800, to be paid by VTEA funds.

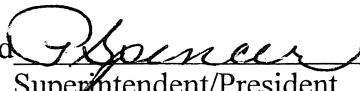
RECOMMENDATION:

It is recommended that the Board of Trustees approve out-of-state travel for David Steinback to attend the American Safety Training Conference in Las Vegas, Nevada on June 12-15, 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 _____

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Course Information and Hotel Loca

Essentials of Safety I on June 13-14, 2005 in Las Vegas, NV

Basic \$495.00, Early Bird \$465.00 if you register by 5/29/2005, Additional Attendees \$395.00

Boulder Station Hotel & Casino

4111 Boulder Highway
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Room Rate \$39

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2-DAY FEDERAL OSHA SAFETY COURSE

SAMPLE SLIDES

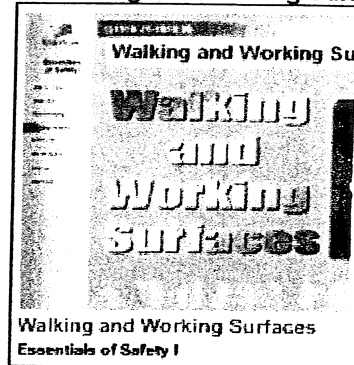
2-Day Course Agenda
Federal OSHA General Industry
14-Hour Program
 Course Sessions: 8 AM - 4 PM • Lunch: 1 Hour • Breaks: Hourly

The goal of the two-day course is to learn how to look up and find regulations and understand the process of reading and applying workplace topics that OSHA looks for when representatives visit your facility.

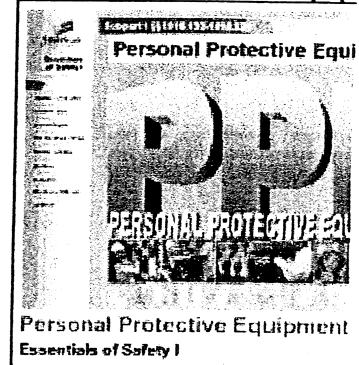
In addition, we cover the main issues that OSHA looks for when conducting inspections. You will look at each topic, relate it to the appropriate standard, and hear real-life examples of its application. You will walk away after each one-hour session with a better understanding of each regulation than ever before.

- Introduction to OSHA
- Recordkeeping
 -300 Log, 301 and 300A Forms
- Bloodborne Pathogens
- Walking/Working Surfaces
- Personal Protective Equipment (PPE)
- Confined Spaces
- Lockout/Tagout
- Material Handling
 -Forklift
- Electrical
- Machine Guarding
- Exit Routes
- Fire Protection
- Hazard Communications (HAZCOM)
- Hazardous Waste Operations (HAZWOPER)

Walking and Working Surf



Personal Protective Equip



Permit Req'd. Confined Spac

MAY 10, 2005

INSTRUCTION

TOPIC: AGREEMENT (AMENDED) -CHILD DEVELOPMENT SERVICES #GPRE-4299

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 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. Except as amended herein all terms and conditions of the original agreement shall remain unchanged and in full force and effect.

Fiscal Impact: None

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 #GPRE-4299 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

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES
FT&C Change Only

DATE: July 01, 2004

CONTRACT NUMBER: GPRE-4299

PROGRAM TYPE: STATE PRESCHOOL

PROJECT NUMBER: 36-6792-00-4

CONTRACTOR'S NAME: VICTOR VALLEY COMMUNITY COLLEGE DISTRICT

This agreement with the State of California dated July 01, 2004 designated as number GPRE-4299, Amendment #01 (INFLATION) shall be further amended in the following particulars but no others:

The 2004/05 General 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.

Form with sections for STATE OF CALIFORNIA and CONTRACTOR, including signature lines and financial details like AMOUNT ENCUMBERED BY THIS DOCUMENT, PROGRAM/CATEGORY, and FUND TITLE.

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 (CDFFS)~~, 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.

STUDENT SERVICES

MAY 10, 2005

TOPIC: STUDENT SUPPORT SERVICES PROGRAM – GRANT AWARD NOTIFICATION
TO THE SUPERINTENDENT/PRESIDENT:

The District has received a grant award notification from the U.S. Department of Education for the Student Support Services (SSS) Program for the period of September 1, 2005 through August 31, 2009. The Student Support Services Program provides services to low-income, first generation and disabled students who show an academic need in the areas of mathematics and English. These support services will help to increase student retention, facilitate graduation, increase transfer to four-year colleges of eligible students, and enhance the development of a positive institutional climate supportive of academic success. The grant funds the following positions to support the program's services: coordinator, counselor, adjunct instructional faculty, instructional assistant, office assistant and student tutors.

Fiscal Impact: To the District, \$267,986 annually for four years.

RECOMMENDATION:

It is recommended that the Board of Trustees accept/approve the grant award of \$267,986 (annually for four years) for the Student Support Services Program.

REFERENCE FOR AGENDA: YES

Signed: Wilford F. Smith
Vice President, Student Services

TRANSMITTED TO THE BOARD WITH A FAVORABLE RECOMMENDATION:

Signed: R. Sanchez
Superintendent/President

ACTION TAKEN BY THE BOARD:

MOTION _____

SECOND _____

Ayes ____ Noes ____

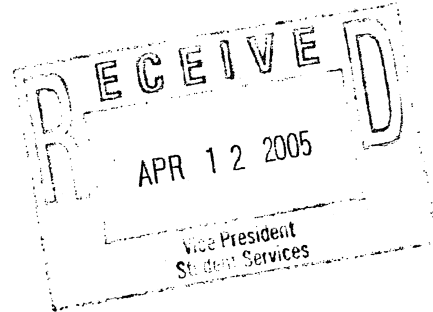
INFORMATION ONLY ____



UNITED STATES DEPARTMENT OF EDUCATION

OFFICE OF POSTSECONDARY EDUCATION

MAR 31 2005



P042A051293

Mr Chris Cole
Victor Valley College
18422 Bear Valley Road
Victorville, CA 92395

Dear Mr Cole:

Congratulations! It is my pleasure to advise you that the Department of Education has approved your Student Support Services (SSS) Program grant application for funding for four years. We have enclosed two copies of the Grant Award Notification (GAN) document specifying the amount of the grant for the first year of funding. Please provide the second copy to the institution's certifying official.

Continuation funding following the first year of your grant is contingent upon your demonstrating that the project has made substantial progress in meeting the approved goals and objectives. You should note that you may use funds for "cultural enrichment" activities only if those activities directly relate to the academic goals and objectives of the funded application.

We have enclosed, also, the 2005 Annual Low-Income Levels for the Federal TRIO Programs, and a set of the non-federal field reviewers' evaluations of your grant application, for your information.

1990 K STREET, N.W., WASHINGTON, DC 20006
www.ed.gov

Our mission is to ensure equal access to education and to promote educational excellence throughout the nation.

Page 2 -- Dear Student Support Services Project Director

Again, congratulations on your success in the 2005 Student Support Services Program competition. If you have any questions, please contact your assigned education program specialist. The listing, by state, of education program specialists is enclosed.

Sincerely,

A handwritten signature in cursive script, appearing to read "Larry Oxendine".

Larry Oxendine
Director
Federal TRIO Programs

Enclosures:

Grant Award Notification (2 copies)
2005 Low-Income Levels
Education Program Specialists Listing
Reviewers' Evaluations



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

GRANT AWARD NOTIFICATION

1	RECIPIENT NAME: Victor Valley College 18422 Bear Valley Road Victorville, CA 00000	5	AWARD INFORMATION PR/AWARD NUMBER P042A051293 ACTION NUMBER 01 ACTION TYPE New AWARD TYPE Discretionary																				
2	PROJECT TITLE 84.042A Student Support Services Program	6	AWARD PERIODS BUDGET PERIOD 09/01/2005 - 08/31/2006 PERFORMANCE PERIOD 09/01/2005 - 08/31/2009 FUTURE BUDGET PERIODS <table style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align:left;"><u>BUDGET PERIOD</u></th> <th style="text-align:left;"><u>DATE</u></th> <th style="text-align:right;"><u>AMOUNT</u></th> </tr> </thead> <tbody> <tr> <td>02</td> <td>09/01/2006 - 08/31/2007</td> <td style="text-align:right;">\$267,986.00</td> </tr> <tr> <td>03</td> <td>09/01/2007 - 08/31/2008</td> <td style="text-align:right;">\$267,986.00</td> </tr> <tr> <td>04</td> <td>09/01/2008 - 08/31/2009</td> <td style="text-align:right;">\$267,986.00</td> </tr> </tbody> </table>	<u>BUDGET PERIOD</u>	<u>DATE</u>	<u>AMOUNT</u>	02	09/01/2006 - 08/31/2007	\$267,986.00	03	09/01/2007 - 08/31/2008	\$267,986.00	04	09/01/2008 - 08/31/2009	\$267,986.00								
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04	09/01/2008 - 08/31/2009	\$267,986.00																					
3	PROJECT STAFF RECIPIENT PROJECT DIRECTOR Chris Cole (760) 245 - 4271 EDUCATION PROGRAM CONTACT Eileen S. Bland (202) 502 - 7730 EDUCATION PAYMENT CONTACT GAPS PAYEE HOTLINE (888) 336 - 8930	7	AUTHORIZED FUNDING <table style="width:100%; border-collapse: collapse;"> <tr> <td style="text-align:right;">THIS ACTION</td> <td style="text-align:right;">\$267,986.00</td> </tr> <tr> <td style="text-align:right;">BUDGET PERIOD</td> <td style="text-align:right;">\$267,986.00</td> </tr> <tr> <td style="text-align:right;">PERFORMANCE PERIOD</td> <td style="text-align:right;">\$267,986.00</td> </tr> <tr> <td style="text-align:right;">RECIPIENT COST-SHARE</td> <td style="text-align:right;">0.75%</td> </tr> <tr> <td colspan="2">REQUIRED COST SHARE PERCENTAGE</td> </tr> </table>	THIS ACTION	\$267,986.00	BUDGET PERIOD	\$267,986.00	PERFORMANCE PERIOD	\$267,986.00	RECIPIENT COST-SHARE	0.75%	REQUIRED COST SHARE PERCENTAGE											
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RECIPIENT COST-SHARE	0.75%																						
REQUIRED COST SHARE PERCENTAGE																							
4	KEY PERSONNEL <table style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align:left;"><u>NAME</u></th> <th style="text-align:left;"><u>TITLE</u></th> <th style="text-align:left;"><u>LEVEL OF EFFORT</u></th> </tr> </thead> <tbody> <tr> <td>Chris Cole</td> <td>Project Director</td> <td>100%</td> </tr> </tbody> </table>	<u>NAME</u>	<u>TITLE</u>	<u>LEVEL OF EFFORT</u>	Chris Cole	Project Director	100%	8	ADMINISTRATIVE INFORMATION DUNS/SSN 073583577 REGULATIONS CFR PART 646 EDGAR AS APPLICABLE ATTACHMENTS A, B OPE-3, C, F, S														
<u>NAME</u>	<u>TITLE</u>	<u>LEVEL OF EFFORT</u>																					
Chris Cole	Project Director	100%																					
9	LEGISLATIVE AND FISCAL DATA AUTHORITY: PL 102-325 HIGHER EDUCATION ACT OF 1965, P.L. 102-325, AMENDED PROGRAM TITLE: TRIO - STUDENT SUPPORT SERVICES CFDA/SUBPROGRAM NO: 84.042A <table style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align:left;"><u>FUND CODE</u></th> <th style="text-align:left;"><u>FUNDING YEAR</u></th> <th style="text-align:left;"><u>AWARD YEAR</u></th> <th style="text-align:left;"><u>ORG. CODE</u></th> <th style="text-align:left;"><u>CATEGORY</u></th> <th style="text-align:left;"><u>LIMITATION</u></th> <th style="text-align:left;"><u>ACTIVITY</u></th> <th style="text-align:left;"><u>CFDA</u></th> <th style="text-align:left;"><u>OBJECT CLASS</u></th> <th style="text-align:right;"><u>AMOUNT</u></th> </tr> </thead> <tbody> <tr> <td>0201A</td> <td>2005</td> <td>2005</td> <td>EP000000</td> <td>B</td> <td>J03</td> <td>000</td> <td>042</td> <td>4101C</td> <td style="text-align:right;">\$267,986.00</td> </tr> </tbody> </table>			<u>FUND CODE</u>	<u>FUNDING YEAR</u>	<u>AWARD YEAR</u>	<u>ORG. CODE</u>	<u>CATEGORY</u>	<u>LIMITATION</u>	<u>ACTIVITY</u>	<u>CFDA</u>	<u>OBJECT CLASS</u>	<u>AMOUNT</u>	0201A	2005	2005	EP000000	B	J03	000	042	4101C	\$267,986.00
<u>FUND CODE</u>	<u>FUNDING YEAR</u>	<u>AWARD YEAR</u>	<u>ORG. CODE</u>	<u>CATEGORY</u>	<u>LIMITATION</u>	<u>ACTIVITY</u>	<u>CFDA</u>	<u>OBJECT CLASS</u>	<u>AMOUNT</u>														
0201A	2005	2005	EP000000	B	J03	000	042	4101C	\$267,986.00														



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

GRANT AWARD NOTIFICATION

10

PR/AWARD NUMBER: P042A051293

RECIPIENT NAME: Victor Valley College

TERMS AND CONDITIONS

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

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

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

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

Patricia S. Lucas 3/30/05

AUTHORIZING OFFICIAL

DATE

STUDENT SERVICES

MAY 10, 2005

TOPIC: OUT OF STATE TRAVEL – DSPS

TO THE SUPERINTENDENT/PRESIDENT:

Approval is requested for the following staff to travel to Kansas City, Kansas, to participate in the 2005 National ADA Symposium and Expo, May 16 – 19, 2005.

Jeffrey Holmes, Director of DSPS / ADA Coordinator

Fiscal Impact: Budgeted travel item, \$1,445.

RECOMMENDATION:

It is recommended that the Board of Trustees approve out-of-state travel and payment of expenses.

REFERENCE FOR AGENDA: YES

Signed: Willard Zurch
Vice President, Student Services

TRANSMITTED TO THE BOARD WITH A FAVORABLE RECOMMENDATION:

Signed: [Signature]
Superintendent/President

ACTION TAKEN BY THE BOARD:

MOTION _____

SECOND _____

Ayes ____ Noes ____

INFORMATION ONLY _____



Register On-Line!

[Agenda](#) | [Highlights](#) |
[Session Schedule &
Descriptions](#) | [Fees](#) |
[Registration](#) | [Hotel
Information](#) | [Press Kit](#)
| [Home](#)

The National ADA Symposium is the most comprehensive and effective event available on the Americans with Disabilities Act and disability related issues.

The National ADA Symposium is designed to meet the specific needs and interests of professionals who are involved in interpreting and implementing the American with Disabilities Act's guidelines and regulations.

Training is provided by experts directly involved in interpreting, regulating and implementing the Americans with Disabilities Act.

We bring together presenters from the key agencies involved with the ADA including the U.S. Dept. of Justice, the EEOC, Dept. of Education, Dept. of Labor and the U.S. Access Board. These presenters provide dynamic training that participants can put to use in their professions.

Participants attend sessions tailored to their specific needs.

The break-out sessions are the core of the ADA Symposium. The session schedule offers 56 sessions on a variety of topics allowing participants to customize their schedules to meet their specific knowledge base, backgrounds and interests.

The format of the National ADA Symposium encourages networking and group problem solving.

The Symposium provides activities in a relaxed environment that encourages participants to share information and solutions from their own communities. Ample space is

**What
Participants Say
About the
National
ADA Symposium**

This Symposium was invaluable. I found it very educational & thorough. The network of people was outstanding and impressive.

I received clarification on many issues that were cloudy when I arrived.

Everything was beneficial: keynote, sessions, EXPO, networking... everything.

EXPO is such a great resource for products, services & contacts.

Presenters were very knowledgeable and went out of their way to meet with people after presentations.

Gave me a lot of new

provided for "table discussions" during meals and activities such as the EXPO and Evening Reception provide ideal opportunities for networking.

The National ADA Symposium provides resources for follow-up and support after the conference.

The ADA Symposium is sponsored by the Network of ADA & IT Centers. An ADA & IT Center is available in each participant's region to provide toll-free information and technical assistance regarding the ADA as needed. These Centers also provide materials and updates on court cases and regulations as well as training and consultation.

contacts and inspired me to get more involved in my community for the betterment of others with disabilities.

Who Attends the National ADA Symposium?

STUDENT SERVICES

MAY 10, 2005

TOPIC: OUT OF STATE TRAVEL – FINANCIAL AID

TO THE SUPERINTENDENT/PRESIDENT:

Approval is requested for the following staff to travel to Reston, Virginia, to participate in the 2006-2007 Origination and Disbursement Process Focus Group sponsored by the U.S. Department of Education (DOE), Office of Federal Student Aid (FSA). This event is scheduled for April 26-27, 2005. We were unable to seek Board approval at the April 12 Board of Trustees meeting because the notice from the DOE (attached) did not arrive until April 6, 2005, which was too late to make the Board agenda.

Sharon Groom, Director of Financial Aid

Fiscal Impact: none, all expenses to be reimbursed by DOE.

RECOMMENDATION:

It is recommended that the Board of Trustees approve out-of-state travel and payment of expenses for Sharon Groom.

REFERENCE FOR AGENDA: YES

Signed: William J. Fullin
Vice President, Student Services

TRANSMITTED TO THE BOARD WITH A FAVORABLE RECOMMENDATION:

Signed: [Signature]
Superintendent/President

ACTION TAKEN BY THE BOARD:

MOTION _____

SECOND _____

Ayes ____ Noes ____

INFORMATION ONLY _____

>>> "Windom, Demetrius" <Demetrius.Windom@ed.gov> 04/06/05 7:01 AM >>>
Good Morning,

The U.S. Department of Education (ED), Office of Federal Student Aid (FSA) thanks you for expressing interest in participating in the 2006-2007 Origination and Disbursement process Focus Group. We are pleased to inform you that we will be able to accommodate your request and look forward to seeing you at this year's focus group. Some of you requested to send multiple representatives; however due to space limitations, we will only be able to accommodate one representative from each school.

The 2006-2007 Focus Group will be held in Reston, Virginia on April 26th - April 27th, 2005 at the Accenture Office:

Accenture
One Freedom Square
11951 Freedom Drive
Reston, VA 20190-5651
703-947-2000

Please make travel arrangements to fly into Dulles International Airport (IAD). The airport is approximately a 10-15 minute taxi ride from the Accenture office, and the Hyatt Regency Reston Hotel, where a room block has been arranged for your stay the nights of Monday, April 25th and Tuesday, April 26th. The Hyatt Regency Hotel is located in the Reston Town Center and is within walking distance to the meeting facility.

Hyatt Regency - Reston
1800 Presidents Street
Reston, Virginia 20190
703-709-1234

Room rates in the Department of Education Focus Group room block are as follows:

Single Occupancy: \$215

Double Occupancy: \$240

Please note that you will be reimbursed for only 2 nights (April 25th - 26th, 2005) at the Hyatt Regency Reston hotel. If you are a school representative from the West Coast and need to stay an additional evening to return home on Thursday, please contact us so that reimbursement for an additional hotel night can be arranged. Please do not call the hotel. You will be receiving a separate email from David Kwon containing specific information about the reimbursement policy next week and when to contact the hotel.

The Focus Group is scheduled from 8:30am to 5:00pm on Tuesday, April 26th and 8:30am to 2:00pm on Wednesday, April 27th. Please make your flight arrangements to depart Dulles Airport sometime after 3:00pm on Wednesday. Additionally, please allow at least 30 minutes to get through security at the Accenture office on Tuesday morning.

IMPORTANT: Please confirm your intent to participate in this year's Focus Group to Demetrius Windom (Demetrius.Windom@ed.gov) by this Friday, April 8. In your confirmation email, please provide the following information: school, school representative's name, and if you require hotel stay and which nights.

Thank you again for expressing your interest in the 2006-2007 Origination and Disbursement process Focus Group. Please look for additional information about the Focus Group in the days leading up to the event. We look forward to seeing you later this month.

Demetrius V. Windom

Federal Student Aid

Department of Education

202.377.4266

STUDENT SERVICES

MAY 10, 2005

TOPIC: OUT OF STATE TRAVEL

TO THE SUPERINTENDENT/PRESIDENT:

Approval is requested for the following staff to travel to Rochester, New York, to attend the 6th Annual Summer Institute New Student Leaders and Advisor Certification (ASACC Conference), June 15 – 18, 2005.


Robert A. Sewell, Director, Auxiliary Services
Blanca Gomez, ASB ASACC Senator

Fiscal Impact: not to exceed \$3,000 (ASB budgeted item)

RECOMMENDATION:

It is recommended that the Board of Trustees consider approval of out-of-state travel and payment of expenses.

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 _____

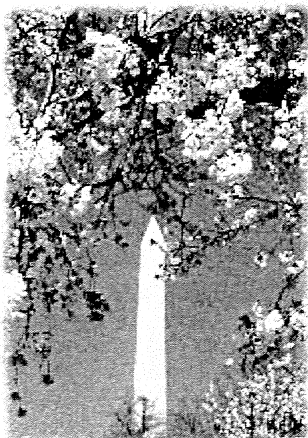


American Student Association of Community College

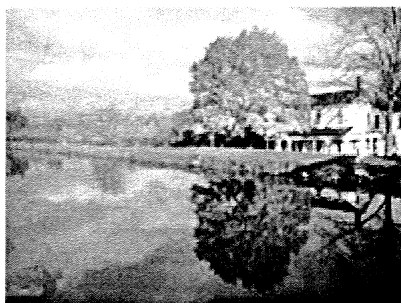
| [Home](#) | [Priorities](#) | [Membership](#) | [Conferences](#) | [By-Laws](#) | [Newsletter](#) | [Advisors Network](#) | [Board Members](#) | [Links](#) | [Contact Us](#) |

2005 Priorities:

- **PELL GRANT FUNDING**
- **HIGHER EDUCATION ACT**



6th Annual Summer Institute New Student Leaders and Advisor Certification



**June 15-18, 2005
Rochester, New York**

Registration Cost:

\$225 Members
\$300 Non-Members

Lodging

Residence Suites
(campus housing)
Monroe Community College
Contact: Jean Cray
585-292-2173
Fax: 585-292-3844
\$38 per night

Hampton Inn

717 E.
Henrietta Rd
Rochester, NY
585-272-7800
Fax: 585-272-1211
\$85 per night

Wellesley Inn

797 E.,
Henrietta Rd
Rochester, NY
585-427-0130
Fax: 585-427-0903
\$55 per night

Printable Conference Forms:

Hotel Reservation

Conference Registration

Next Student Leadership Conference:

October 2005 in Orlando!!!
(More information to follow)

Apply to be a member of the 2005-2006 Leadership Team

[click here for more info](#)

Welcome

I would like to take this time to welcome you to the ASACC web site. The purpose of this organization is to improve the quality of education nationwide by lobbying on the federal level. Some of our priorities have been increasing the Pell Grant and enhancing existing bills such as the Hope Tax Credit and the Perkins Act. If you are interested in making a change to insure the quality and future of education, you're welcome to join us!!! This

Mission Statement

ADMINISTRATIVE SERVICES

MAY 10, 2005

TOPIC: BOARD OF TRUSTEES TRANSFERS AND PAYMENTS REPORT

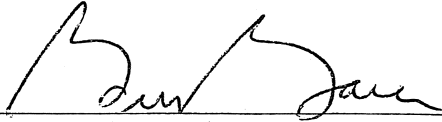
TO THE SUPERINTENDENT/PRESIDENT:

This is of a routine nature.

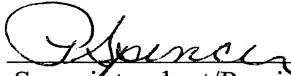
RECOMMENDATION:

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

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
May 10, 2005

Batch	Reference	Fund
BUDGET TRANSFERS		
351	50128	01
367	50141	01
	50142	
	50143	
	50145	
	50146	
368	50150	01
384	50161	01
INTERFUND TRANSFERS		
288	52076	01/72
324	52314	01/72
329	52317	01/72

**BOARD PAYMENT REPORT
BOARD OF TRUSTEES MEET ING MAY 10, 2005**

	General Fund	Cafeteria	Cap Projects Fund	Child Dev Ctr Fund	Insurance Trust	Debt Repayment
BATCH 482	\$500.00					
BATCH 483	\$11,297.68					
BATCH 483A	\$13,034.53					
BATCH 484	\$2,551.00					
BATCH 485	\$8,454.17					
BATCH 485A	\$8,406.63					
BATCH 486 VOIDED						
BATCH 486A			\$12,975.00			
BATCH 487				\$149.57		
BATCH 488	\$14,778.93					
BATCH 488A	\$2,128.51					
BATCH 489 VOIDED						
BATCH 489A			\$16,014.29			
BATCH 490	\$2,543.50					
BATCH 491 VOIDED						
BATCH 491A			\$40,900.50			
BATCH 492	\$48,246.77					
BATCH 492A	\$2,831.79					
BATCH 493	\$770.70					
BATCH 494 VOIDED						
BATCH 494A	\$1,235.78					
BATCH 495	\$31.80					
BATCH 496	\$749.70					
BATCH 497					\$39.50	
BATCH 498	\$11,819.56					
BATCH 498A	\$29,988.72					
BATCH 499	\$663.00					
BATCH 500	\$702.00					
BATCH 501	\$9,799.99					
BATCH 501A	\$3,640.00					
BATCH 502	\$8,450.25					
BATCH 502A	\$14,269.96					

BOARD OF TRUSTEES MEETING MAY 10, 2005

	General Fund	Cafeteria	Cap Projects Fund	Child Dev Ctr Fund	Insurance Trust	Debt Repayment
BATCH 503	\$2,158.50					
BATCH 504	\$166,487.53					
BATCH 505			\$39,359.22			
BATCH 506			\$14.76			
BATCH 507 VOIDED						
BATCH 507A			\$23,100.00			
BATCH 508			\$11,782.11			
BATCH 509				\$49,536.85		
BATCH 510 VOIDED						\$250,000.00
BATCH 510A						
BATCH 511	\$1,877.00					
BATCH 512				\$49.67		
BATCH 513	\$4,229.41					
BATCH 513A	\$50,852.90					
BATCH 514	\$835.00					
BATCH 515	\$6,329.30					
BATCH 516 VOIDED						
BATCH 516A	\$2,731.00					
BATCH 517				\$3.00		
BATCH 518	\$39,418.97					
BATCH 518A	\$1,159.00					
BATCH 519	\$6,283.54					
BATCH 520	\$2,137.07					
BATCH 521	\$32,776.13					
BATCH 521A	\$4,577.60					
BATCH 522	\$9,116.07					
BATCH 523	\$43,998.99		\$150.00			
BATCH 524						
BATCH 525				\$744.15		
BATCH 526 VOIDED						
BATCH 526A			\$106,036.80			
BATCH 527	\$2,975.00					
BATCH 528	\$14,010.44					
BATCH 528A	\$5,188.35					
BATCH 529	\$944.94					
BATCH 530	\$7,697.43					

BATCH 530A \$5,106.55
 BATCH 531 \$26.00
BOARD OF TRUSTEES MEETING MAY 10, 2005

	General Fund	Cafeteria	Cap Projects Fund	Child Dev Ctr Fund	Insurance Trust	Debt Repayment
BATCH 532	\$4,612.06					
BATCH 532A	\$168,809.88					
BATCH 533	\$3,470.35					
BATCH 534	\$840.00					
BATCH 535	\$9,824.22					
BACH 536	\$948.00					
BATCH 536A	\$1,220.00					
BATCH 537	\$4,387.33					
BATCH 537A	\$3,750.00					
BATCH 538	\$390.60					
BATCH 539	\$143.27					
BATCH 540	\$95.46					
BATCH 541	\$201.95					
BATCH 542	\$194.94					
BATCH 543	\$2,161.13					
BATCH 544	\$486.38					
BATCH 545	\$21.63					
BATCH 546	\$589.64					
BATCH 547 VOIDED						
BATCH 547A	\$1,262.72					
BATCH 548	\$60,216.28					
BATCH 549	\$20,702.74					
BATCH 550 NO BATCH						
BATCH 551	\$303.30			\$451.00		
BATCH 552	\$892,417.57	\$0.00	\$250,332.68	\$50,999.74	\$0.00	\$250,000.00
TOTALS						

ADMINISTRATIVE SERVICES

MAY 10, 2005

TOPIC: QUARTERLY FISCAL STATUS REPORT

TO THE SUPERINTENDENT/PRESIDENT:


AB 2910, Chapter 1486, Statutes of 1986, requires California community college districts to report quarterly on their financial condition. Districts are required to provide copies to the Chancellor's Office and county schools of the completed form (Form CCFS-311Q) and a copy of the quarterly financial report required by Education Code '72413(g) and '84043 no later than five working days following the date of the governing board meeting.

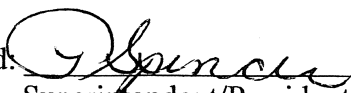
Fiscal Impact: None

RECOMMENDATION:

It is recommended that the March 31, 2005 quarterly report be received, discussed, and entered into the minutes of the meeting.

REFERENCE FOR AGENDA: YES

Signed: 
Vice President, Administrative Services

Signed: 
Superintendent/President

ACTION TAKEN BY THE BOARD:

MOTION _____

SECOND _____

Ayes ____ Noes ____

INFORMATION ONLY ____



Fiscal Year 2004-2005
District:(990)VICTOR VALLEY Quarter Ended: (Q3) March 31, 2005
Certified Date:03-May-05 06:07 PM

I. Historical and Current Perspectives of General Fund (Unrestricted and Restricted):

<u>Annual</u>		As of June 30 for fiscal year (FY) specified.			
		FY01-02	FY02-03	FY03-04	FY04-05
General Fund Revenues (Objects 8100, 8600, and 8800)		40,011,953	40,164,541	40,608,453	43,336,913
Other Financing Sources (Objects 8900)		100,000	200,000	-183,974	0
General Fund Expenditures (Objects 1000-6000)		39,263,458	41,055,148	40,167,356	42,958,495
Other Outgo (Objects 7100, 7300, 7400, 7500, and 7600)		848,495	586,660	936,332	444,196
Reserve for contingency	Unrestricted	0	0	0	696,593
Reserve for contingency	Total	0	0	0	781,844
General Fund Ending Balance	Unrestricted	3,455,899	2,232,442	2,456,270	1,460,610
General Fund Ending Balance	Total	3,629,883	2,352,616	2,972,321	2,311,957
Prior-Year Adjustments		0	-199,291	619,705	-664,426
Attendance FTES		8,363	8,403	8,283	9,033

<u>Quarter</u>	For the same quarter to each fiscal year (FY) specified			
	FY01-02	FY02-03	FY03-04	FY04-05
General Fund Cash Balance (Excluding investments)	2,531,761	2,538,731	879,985	4,227,585

II. General Fund (Unrestricted and Restricted) Year-To-Date Revenues and Expenditures:

	Total Budget (Annual)	Actual (Year-to-Date)	Percentage %
General Fund Revenues (Objects 8100, 8600, and 8000)	43,336,913	31,433,651	72.53
Other Financing Source (Objects 8900)	0	0	0.00
General Fund Expenditures (Objects 1000-6000)	42,958,495	29,293,060	68.19
Other Outgo (Objects 7100, 7300, 7400, 7500, and 7600)	444,196	186,993	42.10

III. Has the district settled any employee contracts during this quarter? Yes No If yes, complete the following: (If multi-year settlement, provide information for all years covered)

Salaries

Contract Period Settled (Specify)	Management		Academic(Certificated)		Classified	
	Total Salary	Cost-Increase %*	Total Salary	Cost-Increase %*	Total Salary	Cost-Increase %*
Year 1	0		0		0	
Year 2	0		0		0	
Year 3	0		0		0	

* As specified in collective bargaining agreement.

Benefits

Contract Period Settled	Management Total	Academic Total	Classified Total
Year 1	0	0	0
Year 2	0	0	0
Year 3	0	0	0

Include a statement regarding the source of revenues to pay salary and benefit increases, e.g., from the district's reserves, from cost-of-living, etc.

IV. Did the district have significant events for the quarter (include incurrence of long-term debt, settlement of audit citations or

legal suits, significant differences in budgeted revenues or expenditures, borrowing of funds (TRANS), issuance of COPs, etc.) Yes No

If yes, list events and their financial ramifications. (Include additional pages of explanation if needed.)

V. Does the district have significant fiscal problems that must be addressed this year? Yes No

Next year? Yes No If yes, what are the problems and what actions will be taken?

(Include additional pages of explanation if needed.)

A budget reserve has been established for pending legal settlements and for the High Desert Community Partner Project. Three annual payments of \$234,000 are to be taken from the district's apportionment beginning in fiscal year 04-05; this will be paid in full during the 06-07 fiscal year.

CERTIFICATION

To the best of my knowledge, the data contained in this report are correct.

To the best of my knowledge, the data contained in this report are correct. I further certify that this report was/will be presented at the governing board meeting specified below, afforded the opportunity to be discussed and entered into the minutes of meeting.

District Chief Business Officer	Date	District Superintendent	Date
Quarter Ended:	(Q3) March 31, 2005	Governing Board Meeting Date	05/10/2005

ADMINISTRATIVE SERVICES

MAY 10, 2005

TOPIC: AGREEMENT – FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES

TO THE SUPERINTENDENT/PRESIDENT:


The district wishes to enter into an agreement with the Foundation for California Community Colleges (FCCC) to use college facilities in support of the State of California’s BAR Smog Referee and student training program. The purpose is to improve the air quality in California while training students in critical technical services. The FCCC will pay the sum of \$1,000 monthly to the district for the use of a designated area in our automotive technology building and will allow use of the equipment for our students at the same time. In the past, we have had an annual agreement for this arrangement. This new agreement is for one year, with an option to renew annually for up to three years.

Fiscal Impact: income to the district \$12,000

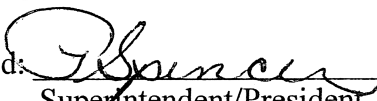
RECOMMENDATION:

It is recommended the Board of Trustees approve the agreement with the Foundation for California Community Colleges for use of college facilities in support of the BAR Smog Referee program for 2004-2005 with options to renew annually for up to three years.

REFERENCE FOR AGENDA: YES

Signed: 
Vice President, Administrative Services

TRANSMITTED TO THE BOARD WITH A FAVORABLE RECOMMENDATION:

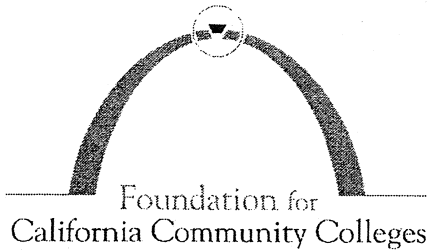
Signed: 
Superintendent/President

ACTION TAKEN BY THE BOARD:

MOTION _____

SECOND _____

INFORMATION ONLY _____



**INTERAGENCY AGREEMENT
BETWEEN THE
VICTOR VALLEY COLLEGE
AND THE
FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES
(CALIFORNIA COMMUNITY COLLEGES AUXILIARY ORGANIZATION)
SITE LICENSE**

SUMMARY

The Victor Valley College (community college or district name) grants a site license to the Foundation for California Community Colleges (Foundation) for the use of college facilities in support of the State of California's BAR Smog Referee and student training program.

BACKGROUND

The Foundation for the California Community Colleges has entered into an agreement with the State of California, Bureau of Automotive Repair (BAR) to provide referees to hear consumer complaints and negotiate reasonable results in those disputes, and to train student technicians to perform the necessary technical services in the State's Smog Check program. The goal of the Foundation and the California Community Colleges is to help improve the quality of the air in California while training College students in critical technical services and provide to the citizen, consumer, and taxpayer, economical alternatives associated with vehicle ownership and a safer and healthier living environment. Funds earned through the program may be used by the Foundation through grants to enhance the educational programs of the California Community College system.

BAR is the nation's foremost automobile regulatory system. Each year, BAR:

- Revokes approximately 300 registrations and licenses;
- Suspends operations in over 130 shops;
- Places over 100 repair facilities on probation; and
- Returns over \$5 million to California consumers in refunds, rework, and adjustments.

During the 2002/2003 Fiscal Year, BAR negotiated \$5.2 million worth of refunds, rework, or adjustments from auto repair shops on behalf of consumers. These activities

rely on a well-trained cadre of referees and technicians to deliver these benefits to the consumer and the industry.

AGREEMENT

Accordingly, this Agreement grants a license to the Foundation for the use of College facilities and equipment (the Site) necessary to conduct a Referee and Student Technician Training Program (the Program). The Program combines the public services of a Smog Check Referee Program with a training program for students in California community colleges.

This Agreement is entered into by and between the Foundation and Victor Valley College (College or District). The term of this Agreement will be from September 30, 2004 through September 30, 2005, after which Foundation will have three one-year options to renew.

The parties mutually agree to the following terms and conditions:

Article I Responsibilities of the College

A. Site

1. The College will provide a Site, as defined in Attachment I, Site Requirements, for a Smog Check Station (the Facility) at which the smog check referee functions described in Attachment II, Referee Site Functions & Referee Duties, will take place.
2. The Foundation and BAR will have ready access to the Site to install BAR automotive emissions testing equipment, office furniture, equipment and supplies, signage, and other appropriate items.
3. The Foundation and BAR will have ready access to the Site to make such modifications to the Site as are agreed by the College and the Foundation, as described in Attachment III, Site Modifications.
4. The Site will be available for Operations on the days and during the hours specified in Attachment I, Site Requirements. The College will provide open access to Facility staff to allow these daily operations, consisting of vehicle smog emissions testing, inspections, evaluation, and administration.
5. The College will maintain the Facility building and surrounding grounds.
6. The College will promptly supply campus and area maps, directions, and other Site information to the Foundation

within ten (10) business days of execution of this Agreement, and within ten (10) business days after the date of each subsequent request.

B. Personnel

1. The College will have one (1) program representative (College Representative), who will be the key point of contact between the College and the Foundation. The College Representative will be readily available to communicate with the Foundation by phone, letter, and electronic mail.

C. Fiscal Responsibilities

1. The Foundation will pay on a monthly basis the license fee specified in this Agreement. The payment will be sent no later than the fifteenth (15th) day of the month for which the payment is due.

Article II Responsibilities of the Foundation

A. Site

1. The Foundation will manage the provisions, per the Funding Agreement, of all testing equipment, office furniture and supplies, signage, and other items it deems necessary to administer the Program at the College Site.
 - a) The Foundation will manage for BAR the provision to the College of the following testing equipment and supplies:
 - (1) If the College is in an Enhanced Area of the state, or if the College is in a Basic Area of the state and provides BAR 97 training to its students, the College will give the Foundation access to the College's Emissions Inspection System (EIS).
 - (2) All Sites will be equipped with diagnostic equipment, tools (e.g., wrenches, screwdrivers, etc.), books, manuals, copy machine, desks, chairs, telephone answering machine, cash management equipment (e.g., cash register, receipts), and general office supplies for use by Foundation staff.

- (3) The Foundation will manage the provision to the College of brochures and other pamphlets for the general public.
 - b) The Foundation will install appropriate computing and telecommunication lines and equipment at the Site, where necessary.
 - c) The Foundation will permit the College to use the Site for student training and courses when it is not in use for official Smog Check Referee and Student Technician Training Program Operations.
 - d) The Foundation will permit the College to have its students visit the Facility during Facility Operations, under the supervision of the College, for student field trips, with prior permission of the Foundation.
2. The Foundation may make such modifications as it deems necessary, after consultation with the College, to establish a safe, convenient, and comfortable waiting area for the consumer at the Site, which will be separated from the automotive testing and inspection area. The waiting area will be located as described in Attachment I, Site Requirements. The College will provide the Foundation with a map to the waiting area within ten (10) days of execution of this Agreement.
3. The Foundation will procure and maintain throughout the entire life of this Agreement, General Liability/Property Damage insurance, including Garagekeepers Liability insurance, at \$3 million (\$3,000,000) combined single limit. The Foundation will designate the District, the College, its Board of Trustees, and its officers, agents, representatives and employees as additional named insureds and will provide to the College appropriate Certificates of Insurance and endorsement.
4. The Foundation agrees to indemnify, defend and hold harmless the College, its officers, agents and employees from any and all third party claims and losses due to the injury or death of any individual, or the loss or damage to any real or tangible personal property, resulting from the willful misconduct or negligent acts or omissions of the Foundation or any of its agents, subcontractors, employees, suppliers, laborers, or and other person, firm, or corporation

furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement. Such defense and payment will be conditional upon the following:

- a. The College will notify the Foundation of any such claim in writing and tender the defense thereof within a reasonable time; and
- b. The College will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that
 - (i) when substantial principles of government or public law are involved, when litigation might create precedent affecting future Foundation operations or liability, or when involvement of the Foundation is otherwise mandated by law, the Foundation may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability);
 - (ii) the Foundation will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and (iii) the Foundation will reasonably cooperate in the defense and in any related settlement negotiations.

B. Personnel

1. The Foundation will provide a Program Manager to oversee the Program. The Program Manager will be the primary contact of the College Representative. The Program Manager will be readily available to communicate with the College Representative by phone, letter, and electronic mail.
2. The Referee is an employee of the Foundation and will work with the designated College Representative in managing the Site.

C. Fiscal Responsibilities

1. The Foundation will pay to **Victor Valley College** the sum of **\$1,000 (one thousand dollars)** per month as a facilities and equipment use licensing fee for the use of the Facility and Equipment as permitted herein. The fee will be due on the first day of each month during the term of this Agreement.

The check should be made payable to: **Victor Valley College** and mailed to:

**Attn: Maria – Accounting
18422 Bear Valley Road
Victorville, CA 92392-9699**

2. The Foundation reserves the right to withhold the facilities equipment and licensing fee payments to the College if its performance does not comply with the terms of this Agreement.

Article III General Provisions

This Agreement incorporates by reference the General Provisions, Specifications, and Definitions attached hereto as Attachments I, II, III, IV, and V.

In witness whereof, the Parties hereto have executed this Agreement per the dates and signatures below.

Foundation for the California Community Colleges

Arthur S. Chen, Jr. Vice President

Date

Victor Valley College

Signature

Date

Printed Name

Title

ATTACHMENT I

Site Requirements

1. Hours of Operation. The College will provide access for the days and hours specified below. The College will be responsible for opening any gates or exterior entrances to the Site in addition to opening automotive technology.

**The Site may be open for Operations: Monday through Friday,
7:00a.m – 6:00p.m.**

2. Automotive Lane. Access to an automotive bay/lane either in, or close to, Automotive Technology. If the Site is located in an Enhanced Area, access will be provided to a bay where the BAR 97 and dynamometer are located.
3. Office Space. Adequate space close to the automotive lane, where a desk, storage or file cabinet, bookshelf, and other equipment can be placed. The Foundation prefers that the furniture and equipment be located in a separate area that can be locked at the end of each day.
4. Facility and Equipment Maintenance. The College will maintain the Facility building and surrounding grounds. The College and Foundation will keep the Facility clean at all times. If the either party uses equipment owned by the other party, it will pay for the maintenance of the equipment proportionate to the use.
5. Parking. Two parking spaces for waiting vehicles, one suitable for handicapped access, will be provided close to the automotive bay. Parking for the Referee and student technicians will be arranged with the College, but need not be in immediate proximity to Automotive Technology.
6. Signage. The Foundation will provide sandwich board signs and one building sign to direct customers to the Site. The Foundation will work with the College to ensure the signs meet the specifications required by the College.
7. Customer Waiting Area. The College will provide space for a small motorist waiting area, or access to the campus lounge or cafeteria. The Foundation will ensure that customers are restricted to the designated area at all times.

The waiting area is currently designated as inside the referee office.

8. Restrooms. The College will provide reasonable access to restroom facilities for Foundation staff and customer use. The restroom facilities must meet ADA standards. The College will ensure regular maintenance and upkeep of the public restrooms, including keeping the restrooms stocked with adequate paper supplies.

9. Security. The College will specify what type of security is currently in place at the Site and what the basic security requirements are for the College. The Foundation will supplement the security as deemed necessary by both parties.
10. Safety. The College and the Foundation will ensure that the Site is free from hazards to the public.

ATTACHMENT II

Site Modifications

Victor Valley College

The College and the Foundation agree that the following modifications will be made to the Site by the Foundation:

None.

Attachment III

Referee Site Functions & Referee Duties

The Smog Check Referee Program will provide a public service for motorists who need additional testing on their vehicles. Motorists must schedule their appointments in advance by calling an "800" number that connects to scheduling operators in the Central Call Center. Appointments are scheduled at 50-minute intervals. There will be no "walk-in" appointments, except as time permits

Referees assist motorists who are unable to obtain smog certificates for their vehicles from a Smog Check station. This task is to be accomplished with as little inconvenience to the motorists as possible. The Referee inspects and tests vehicles to determine whether the vehicle should be given a smog certificate, or whether it should be sent back to a Smog Check station for repairs. The Referee is responsible for providing information to motorists, Smog Check technicians, and others needing assistance.

The Referee actions will include testing vehicles on state-of-the-art diagnostic equipment. Each test takes twenty-five (25) minutes, with five (5) minutes of vehicle run-time on the equipment. The remainder of the time is set aside for customer service, stationary vehicle inspection, recordkeeping, and data entry.

Referee Duty Statement

The Referee is responsible for the daily operations of the Referee Site. In principle, these functions should be the same for all locations. The Referee's responsibilities include, but are not limited to, the following:

1. Overseeing daily Site Operations including all monetary transactions and deposits.
2. Maintaining an orderly flow of scheduled appointments.
3. Ensuring, with assistance from the program manager that there is adequate Site availability for motorists.
4. Obtaining equipment and office supplies.
5. Ensuring sufficient staffing of assistants during normal operating hours.
6. Interviewing, hiring, and evaluating employee performance. Applicants enrolled as students at the College will be given full priority for positions if they meet the established qualifications.
7. Assuring that the Student Technicians receive appropriate training in safe equipment operation. The Foundation will assume all liability for Student Technicians, and hold harmless the College, the District, and its employees and representatives, in any legal actions regarding Student Technicians.

8. Supervising the Student Technicians in all daily tasks.
9. Maintaining Site records on all actions, and issuing all required reports.
10. Ensuring the cleanliness and maintenance of the Facility, and of the machines used by the Referee Student Technician Training Program.
11. Interacting with the customers and displaying a high level of service.
12. Performing all testing procedures and engaging in required referee actions.
13. Performing other functions as required.

ATTACHMENT IV

General Provisions

A. Disputes

In the event of a dispute between the College and the Foundation, each party agrees to file a "Notice of Dispute" with the other party within ten (10) business days of the discovery of the problem. Within ten (10) business days of the filing of the Notice, the parties will meet in a mutually agreeable manner for the purpose of resolving the dispute. If the dispute cannot be resolved to the satisfaction of both parties, then an impasse will be declared. Upon impasse, all agreements will be terminated, and the Foundation will remove all of its property from the Victor Valley College within fourteen (14) calendar days of the declaration of impasse. All College facilities and equipment will be left in fully operational condition, with full containers of calibration gases and "zero" air, and filters to continue operations. In the event of any default or breach by the College/District, the Foundation will pay the College/District only the reasonable value of its services theretofore rendered satisfactorily, as may be agreed by the parties, or determined by a court of law.

B. Prior and Supplemental Agreements

This Agreement supersedes and makes null and void any prior agreements between the parties that conflict with the terms of this Agreement. To the extent that any documents conflict with the terms of this Agreement, this Agreement will control, unless otherwise agreed in writing by the parties.

C. Changes to Terms

Any changes or modifications to said terms require advance written approval by the Program Manager if the College seeks the change, or by the College Representative if the Foundation seeks the change. All changes must be mutually agreeable to both parties. No oral understanding or agreement will be incorporated herein or binding on either party to this Agreement.

D. Confidentiality

All parties to this Agreement will maintain as confidential all information obtained as a result of participating in this Agreement. No party will disclose such information to any other person or entity without prior written authorization by the appropriate representative of the other party.

E. Assignment

This Agreement is not assignable by either the College or the Foundation, either in part or in whole, without prior written consent of the other party to

this Agreement. Any assignment without prior written consent of the other party is void.

F. Governing Law

It is agreed that the law of the State of California will govern this Agreement.

G. Time Is of the Essence

The timing for performance of tasks necessary for the operation of this Agreement will be stated prior to implementation of this Agreement. The timing for performance of tasks may be changed by written agreement, after consultation between the parties. The date of completion of this Agreement, and any payment amounts specified herein, may only be altered by formal amendment of this Agreement.

H. Ownership of Data

Data and reports developed for and under this Agreement will become the property of the Foundation. Such data or reports will not be disclosed without prior written permission by the Program Manager.

I. Termination

This Agreement may be terminated by either party upon providing written notice to the other party thirty (30) days before the termination date.

J. Notices

1. Notice to the Foundation may be given by certified mail, postage fully prepaid, to the following person and address:

**Foundation for California Community Colleges
Director of B.A.R. Programs
1102 Q Street, Third Floor
Sacramento, CA 95814**

2. Notice to the College/District may be given by certified mail, postage full prepaid, to the following person and address:

3. Such notice will be effective when received, as indicated by post office records. If deemed undeliverable by the post office, such notice will be effective nevertheless fifteen (15) days after mailing.
4. Alternatively, notice may be given by personal delivery such as Federal Express, United Parcel Service, or other licensed courier services, to the addresses provided above. Such notice will be deemed effective when delivered unless a legal holiday commences during said twenty-four (24) hour period, in which case the effective time of the notice will be postponed twenty-four (24) hours for each intervening day

K. Non-Discrimination

The College/District and the Foundation agree that there will be no discrimination against, or segregation of, any person or group of persons on account of sex, marital status, race, age, physical or mental disability, color, religion, creed, or national origin or ancestry in the use or enjoyment of the Facilities and the Program, nor will the College/District or Foundation or any person claiming under or through them, establish or permit any such practice or practices of discrimination or segregation concerning the use or occupancy of the Facilities by the Foundation. The Foundation will ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

ATTACHMENT V

Definitions

Smog Check Referee Program. The Foundation will design and manage the Program in accordance with BAR requirements. Foundation management will include development of a system of schedule motorists, who are unable to obtain a smog certificate for their vehicle from a Smog Check station, to the Referee Site. The Referee inspects and tests vehicles and determines if the vehicle should be given a smog certificate. The Referee is responsible for providing information to motorists, Smog Check technicians and other needing assistance.

Student Technician Program. One intention of the Program is to provide training to California students to obtain work-ready skills as Automotive Technicians. Consequently, the Foundation will ensure that Student Technicians obtain training and job experience as Automotive Technicians with the intent that the technicians can pursue related employment in the public or private sector.

Business Days are defined as weekdays and Saturdays.

In a Basic Area motorists can take their cars to any facility offering a smog test. Testing is every other year at registration time or when a car changes ownership.

Change-of-Ownership Areas are the least populated counties. Smog Checks are only required when a car changes owners.

An Enhanced Area is considered by the Air Resources Board and U.S. Environmental Protection Agency to have the most serious air quality problems. Smog Checks are done every two years in these areas. Testing on a dynamometer (see BAR 97 definition above) will be mandatory in Enhanced Areas. Enhanced Areas are typically urbanized areas.

A Referee is a Foundation employee at a College Facility who is responsible for inspecting and testing vehicles, determining if vehicles should be granted a smog certificate or sent back to a Smog Check station for repairs, and supervising, training and mentoring Student Technicians. The Referee is responsible for providing information to motorists, Program technicians, the College Representative, and others needing assistance. The types of vehicle problems the Referee will handle include those listed in Attachment III, Referee Site Functions & Referee Duties.

In A Sound Test Program, the Referee tests the exhaust noise level of vehicles. A decimeter is used in compliance with BAR direction and SAE standards. Only motorists receiving a citation for violation of Vehicle Code §27152 will be required to be tested.

A Student Technician assists the Referee, while being trained in the skills required of Student Technicians. The Referee will serve as mentor, trainer, and supervisor. All Student Technicians must be students enrolled in six units of classes per semester at a California community college.

The Call Center is located in Sacramento and serves the entire state. The primary purpose of the Call Center is to receive motorist calls and to schedule appointments at the Referee Sites. At the Call Center, motorists will be able to contact a technical director, who can handle disputes that could not be resolved at the Referee Site. An “800” number will be provided for motorists’ convenience.

HUMAN RESOURCES

MAY 10, 2005

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

TO: THE BOARD OF TRUSTEES

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

Justin Lyman, Bookstore Assistant (classified special), effective on or after May 11, 2005

Fiscal Impact: Budgeted Item

RECOMMENDATION:

It is recommended that the board approve the appointments listed.

REFERENCE FOR AGENDA: NO

Signed William A. Smith
 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 _____

MAY 10, 2005

HUMAN RESOURCES

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 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 _____

**VICTOR VALLEY COLLEGE
NON-CLASSIFIED EMPLOYEES**

May 10, 2005

NAME	REQUESTED DATES OF EMPLOYMENT	POSITION	DEPARTMENT
<u>Student Workers Federal/State Work Study/Work Experience</u>			
Adams, Barbara	04/13/05-06/30/05	FWS/CALworks Stdnt Wrkr	CDC
Aragon, Denise A.	03/23/05-06/30/05	FWS Student Worker	Admissions and Records
Camidge, Alvin G.	03/23/05-06/30/05	FWS Student Worker	CIDG
Escobar, Lorena	05/11/05-06/30/05	FWS Student Worker	Assessment
Garcia Ana	06/19/05-06/30/05	FWS Student Worker	Desert Rock Café
Green, Bret	05/11/05-06/30/05	FWS Student Worker	Theater Arts
Green, Bret	05/11/05-06/30/05	FWS Student Worker	PAC
Green, Bret	07/01/05-08/28/05	FWS Student Worker	Theater Arts
Green, Bret	07/01/05-08/28/05	FWS Student Worker	PAC
Gutierrez Jr, David	06/20/05-08/28/05	FWS Student Worker	Desert Rock Café
Jenkins, Cynthia	02/09/05-06/30/05	FWS Student Worker	Agriculture
Kamel. Alaa Y.	04/13/05-06/30/05	FWS Student Worker	Counseling
Lopez, Jami	05/11/05-06/30/05	FWS Student Worker	CDC
Neal, Christina	05//11/05-06/30/05	FWS Student Worker	Off Campus
Newberry, Tiffany C.	03/23/05-06/30/05	FWS Student Worker	CDC
Nissen, Jeremy L.	02/11/05-06/30/05	FWS Student Worker	Nursing
Ortiz, Andy	05/11/05-06/30/05	FWS Student Worker	Assessment
Richardson, Jamul G.	04/13/05-06/30/05	FWS Student Worker	Athletics
Strange, Lavincias A.	05/11/05-06/30/05	FWS Student Worker	Off Campus
Villareal, Carolina	03/23/05-06/30/05	FWS Student Worker	Admissions and Records
Webb, Mary T.	02/14/05-06/30/05	FWS Student Worker	Agriculture

Student Workers

Benitez, Angelina	05/11/05-06/19/05	Student-Other	Biology/Biotech
Coleman, Dena	05/11/05-06/19/05	Student-Other	DSPS
Henry, Monica	05/11/05-06/19/05	Student-Other	Biology/Biotech
Jackson, Shanel	05/11/05-06/19/05	Student-Other	DSPS
Polite, Gaynell	05/11/05-06/19/05	Student-Other	DSPS
Swan, Timothy	05/11/05-06/19/05	Student-Other	Biology/Biotech

Substitutes

Acklin, Matrice	05/11/05-06/30/05	Food Service Specialist	CDC
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**VICTOR VALLEY COLLEGE
NON-CLASSIFIED EMPLOYEES**

May 10, 2005

NAME	REQUESTED DATES OF EMPLOYMENT	POSITION	DEPARTMENT
Tagle, Julio C.	05/11/05-06/30/05	Custodian	M&O
<u>Professional Expert</u>			
Dowland, Matthew R.	02/14/05-06/11/05	Fire Technology Expert	Fire Technology
Schwing, Jeffrey	02/14/05-06/11/05	Fire Technology Expert	Fire Technology

MAY 10, 2005

HUMAN RESOURCES

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 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 _____

TEMPORARY ACADEMIC

MAY 10, 2005

SPRING 2005

Austin, Yolanda	Clinical Nursing
Buckles, Duane	Restaurant Management
Buell, Michelle	Clinical Nursing
Bush, Gary	Fire Technology
Chouehne, Irma	Clinical Nursing
Cleary, Linda	Allied Health
Coon, Greg	Fire Technology
Cox, Michelle	Special Assign: General Counseling (additional hours)
Dennis, Rhonda	Special Assign: FKCE Trainer
Embrodén, Nord	Construction Tech
Faro, Tom	Electronics
Foster, Frank	Photography
Keating, Catherine	Special Assign: FKCE Trainer
Kulasxa, Robert	Special Assign: FKCE Trainer
Longoria, Renate	Clinical Nursing
MacDonald, John	Fire Technology
Malcolm, Ishtobe	Special Assign: General Counseling (additional hours)
Murphy, Terrence	Fire Technology
Nelson, Doug	Fire Technology
Rubayi, Khalid	Electronics
Ruiz, Maria	ESL
Sypkens, Mary	Special Assign: FKCE Trainer
Talley, Becky	Special Assign: FKCE Trainer
Thomas, Shane	CIS
Visser, Sandy	Special Assign: TANF-CDC Facilitator

HUMAN RESOURCES

MAY 10, 2005

TOPIC: CLASSIFIED--NEW JOB DESCRIPTION

TO THE BOARD OF TRUSTEES:

In order to meet the ever-increasing needs for interpreter services for hearing-impaired students, the district is creating a new position in the DSPS area. It is proposed that two half-time employees be hired in this position. The job description reflects that incumbents will perform interpreting services as well as doing office and other tasks in the DSPS area. A copy of the new job description is attached. Grade level for the position will be determined by using the Hay methodology for job evaluation. Salary placement is negotiable.

Fiscal impact: Budgeted

RECOMMENDATION:

It is recommended that the Board of Trustees approve the two new half-time classified positions and job description for DSPS assistant/interpreter as listed.

REFERENCE FOR AGENDA: Yes

Signed WILLIAM SOUTHERN
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 COMMUNITY COLLEGE DISTRICT

CLASS TITLE: DSPS ASSISTANT/INTERPRETER

BASIC FUNCTION:

Under the direction of an area administrator, provide a variety of specialized signing services for deaf and hard of hearing participants; act as a facilitator of communication between the hearing impaired and hearing person using total communication methods; provide general office and clerical support for DSPS; perform related work as assigned.

REPRESENTATIVE DUTIES:

Perform a variety of specialized signing services (both sign-to-voice and voice-to-sign) for the District and its deaf and hard of hearing participants. *E*

Perform interpreting assignments of varying difficulty; interpret for class instruction across the curricular offerings of the District; interpret at special events, including but not limited to curricular and co-curricular activities. *E*

Adhere to the Interpreter Code of Ethics as a guideline for professional conduct. *E*

Facilitate admission, assessment, registration, financial aid, accommodation, and general services for all disabled students. *E*

When not interpreting, provide general office and clerical support, and perform general operational support tasks for DSP&S, utilizing modern office equipment. *E*

Work collaboratively and cooperatively with, and provide support for, all programs and departments of the District to ensure success of all disabled students. *E*

Attend regular meetings of interpreters and DSP&S staff. *E*

Participate in District-provided in-service training; attend conferences, workshops, seminars and other programs as directed. *E*

Maintain a friendly and supportive environment for students, staff, and the public. *E*

Perform related duties as assigned.

KNOWLEDGE AND ABILITIES:

KNOWLEDGE OF:

American Sign Language and other signing dialects used in the educational field.
Values, behaviors, language and effective interpersonal and intrapersonal communication skills of the American deaf culture.

Resources available for the deaf community.

Modern office practices, procedures and equipment.

Record-keeping techniques.

Operations of a computer terminal and data entry techniques.

Correct English usage, grammar, spelling, punctuation and vocabulary.
TTY and other techniques, hearing impaired and deaf etiquette.
Effective interpersonal communications skills.

ABILITY TO:

Demonstrate a high proficiency in both voice-to-sign and sign-to-voice interpreting skills.

Perform reverse interpreting.

Communicate effectively to students and other individuals of diverse physical and learning disabilities, and diverse cultural and socio-economic backgrounds.

Communicate effectively orally and in writing, and in sign language.

Operate a computer terminal to enter data, maintain records and generate reports.

Communicate subject matter in a clear and accurate manner.

Exercise patience, tact and sensitivity with students.

Establish and maintain cooperative and effective working relationships with others, including those from diverse academic, socioeconomic, cultural, ethnic and disability backgrounds.

Work confidentially and independently with discretion.

Understand and follow oral and written directions; read, apply and explain rules, regulations, policies and procedures.

EDUCATION AND EXPERIENCE:

Any combination equivalent to: One year (30 semester units) of college credit. National Association of the Deaf (NAD) or Registry of Interpreters for the Deaf (RID) or California Department of Rehabilitation certification, including a minimum of 600 hours experience interpreting for the deaf and hard of hearing.

WORKING CONDITIONS:

Subject to variable working hours between 7 am and 10 pm Monday-Sunday.

Office and classroom environments. Position requires light lifting above the shoulders and head, finger dexterity to sign and to operate a computer terminal and other office equipment in a rapid and accurate manner. Incumbent may be exposed to dissatisfied, disruptive or abusive individuals.

HUMAN RESOURCES

MAY 10, 2005

TOPIC: ACADEMIC RATIFICATION OF EMINENCE REQUESTS

TO THE BOARD OF TRUSTEES:

The eminence designee listed on the attached reference has been approved by the appropriate department, division dean, and Academic Senate for the discipline indicated for a period of one semester (spring 2005), pending completion of required documentation.

Fiscal impact: None

RECOMMENDATION:

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

REFERENCE FOR AGENDA: YES

Signed WILLIAM 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 _____

ACADEMIC RATIFICATION OF EMINENCE REQUESTS MAY 10, 2005

EMINENCE APPROVAL REQUESTED

The following candidates were approved by the Eminence/Equivalency Committee for Eminence for one semester (spring 2005), pending completion of required documentation:

Sam Thomas

Fire Technology

PETITION FOR ENDORSEMENT OF CANDIDATE FOR EMINENCE

TO: VICTOR VALLEY COLLEGE EQUIVALENCY/EMINENCE COMMITTEE
 FROM: DEPARTMENT CHAIR OF FIRE Technology
 (Department)
 RE: EMINENCE REQUEST FOR SAM THOMAS
 (Name of candidate)

I certify that I have accessed the faculty pool and determined that none of the available applicants are suitable or competent to teach in the discipline(s) and or course(s) petitioned below.

THOMAS TURNER (Department Chair Name-print) (Signature) (Department Chair Signature) 04/06/05 (Date)

The Office of Human Resources verifies that an advertisement and/or recruitment effort has been attempted and subsequently failed to produce a candidate that meets the Minimum Qualifications as adopted by the California Community College Board of Governors.

 (Human Resources -Name -print) (Signature) (Date)

DEPARTMENT CONSIDERATION AND RECOMMENDATION

We believe that the candidate is qualified for eminence for the following discipline and/or course:
Fire Technology, based on the Eminence procedures and the attached documents.

(Department Chair and full time department faculty sign below)

Name	Signature	Date	Approve	Disapprove
<u>THOMAS TURNER</u>	<u>(Signature)</u>	<u>04/06/05</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
_____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>

AREA ADMINISTRATOR REVIEW AND RECOMMENDATION:

(Signature) (Name) (Signature) (Signature) 4/7/05 (Date) Approve Disapprove

EQUIVALENCY/EMINENCE COMMITTEE REVIEW/RECOMMENDATION

Petition Approved _____ Petition Denied 4-25-05 Date

Name	Signature	Date	Approve	Disapprove
<u>MARIA Ruiz</u>	<u>(Signature)</u>	<u>4-18-05</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<u>Karen Tamlin</u>	<u>(Signature)</u>	<u>4/22/05</u>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<u>Debra Blanchard</u>	<u>(Signature)</u>	<u>4-25-05</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
_____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>

I would approve him when he completes CP 3 units. He needs to meet the min. quals. HT

COMMENTS: *Must complete 3.0 unit English requirement to continue teaching in fall - Meets other general and experience requirement.*


FIRE TECHNOLOGY

Victor Valley College
18422 Bear Valley Road
Victorville, CA 92396-5849
(760) 245-4271



Date: April 6, 2005

To: Human Resources Department
Victor Valley College

From: Thomas Turner Chair 
Fire Technology Department

Re: Sam Thomas
Fire Technology Professional Expert

RECEIVED

APR 8 2005

HUMAN RESOURCES

I am respectfully submitting my endorsement for Sam Thomas to become a fully qualified adjunct faculty member in Fire Technology. I have witnessed Engineer Thomas develop professionally since 2001. As a member of the Federal Fire Service, he has been teaching in some capacity since 1996. He is one semester (3 units) from a A/S here at Victor Valley College.

Engineer Thomas keeps his students interested with clear, concise instruction accompanied with state of the art visual and audio/visual presentation that he creates for a specific topic. He requires student feedback and students participate in case studies and/or skill development exercises, which adds to the learning environment.

His students rate him high in knowledge and ability. His presentations and excellent base of knowledge add greatly to the professional status of the fire academy programs at Victor Valley College. I readily recommend his promotion to full adjunct faculty status.

HUMAN RESOURCES

MAY 10, 2005

TOPIC: ACADEMIC EXTRA DUTY DAYS

TO THE BOARD OF TRUSTEES:

The district requests approval for up to 12 extra duty days for the 2005-2006 academic year. A maximum of 12 extra duty days will be assigned throughout the 2005-2006 academic year (July 1, 2005, through June 30, 2006) to meet the needs of co-operative education students:

Margaret Dunsmore

The district requests approval for up to 29 extra duty days for the 2005-2006 academic year. A maximum of 29 extra duty days will be assigned throughout the 2005-2006 academic year (July 1, 2005, through June 30, 2006) to meet the non-instructional needs of students (e.g. counseling, advisement, and library services):

John Akins, Librarian
Kelley Beach, Counselor
Juanita Chou, Counselor
Fernando Contreras, Counselor
Manuel Gaytan, EOP&S Counselor
Fontella Grimes, EOP&S Counselor
Leslie Huiner, Librarian
Pamela James, Counselor
Michael McCracken, Counselor

David Miller, Counselor
Peggy Nunez, EOP&S Counselor
Sherri Pierce, DSP&S Counselor
Lilia Sanchez, BFAP Bilingual Counselor
Susan Tillman, DSP&S Counselor
Jackie Trost, DSP&S Counselor
Bonnie Weathersby, Counselor
Diane Wollan, Counselor
Counselor (vacant, Title V HSI Grant)

Fiscal Impact: Budgeted

RECOMMENDATION:

It is recommended that the board approve the extra duty day assignments for the 2005-2006 academic year (July 1, 2005, through June 30, 2006) for the individuals listed above.

REFERENCE FOR AGENDA: NO

Signed WILLIAM SCURDT
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

MAY 10, 2005

TOPIC: ADMINISTRATIVE/MANAGEMENT/CONFIDENTIAL APPOINTMENTS

TO THE BOARD OF TRUSTEES:

1. Recruitment for the position of associate director of Financial Aid is currently underway. A recommendation for appointment will be brought to the May 10, 2005, board meeting as an amendment.
2. Recruitment for the position of dean of Student Services is currently underway. A recommendation for appointment will be brought to the May 10, 2005, board meeting as an amendment.
3. Recruitment for the position of director of Technical Services is currently underway. A recommendation for appointment will be brought to the May 10, 2005, board meeting as an amendment.

Fiscal Impact: Budgeted Item

RECOMMENDATION:

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

REFERENCE FOR AGENDA: NO

Signed WILLIAM 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 _____

INSTRUCTION

MAY 10, 2005

TOPIC: AGREEMENT – COMMUNITY COLLEGE LIBRARY CONSORTIUM

TO THE SUPERINTENDENT/PRESIDENT:

The district wishes to renew participation in the Community College Library Consortium offered through the Community College League of California for July 1, 2005 through June 30, 2006. The online subscription databases included in the renewal are:

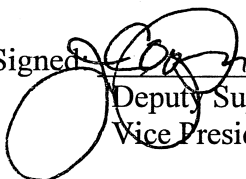
CQ Press: CQ Researcher	\$ 803.00
Gale: Expanded Academic ASAP	\$9,208.00
Lexis-Nexis: Academic	\$4,249.08

Fiscal Impact: Budgeted item, not to exceed \$14,260.08

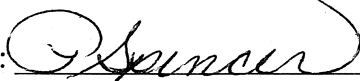
RECOMMENDATION:

It is recommended the Board of Trustees approve the renewal with the Community College League of California for the Community College Library Consortium for July 1, 2005 through June 30, 2006.

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 _____

Community College Library Consortium

A joint endeavor of the Council of Chief Librarians and Community College League of California

Master Renewal Order: Spring 2005

Name of Institution: *Victor Valley College*
Name of Primary Contact: *Leslie Huiner*
Address: *18422 Bear Valley Rd*
City/State/Zip: *Victorville, CA 92392-5849*

Revised

This order lists the databases you indicated you chose to renew on the Semi-Annual Statement. All databases have a contract term of July 1, 2005 through June 30, 2006.

Please cross out any databases your library does not wish to renew. The invoice will reflect changes. Colleges that have advance/deposit payments should let us know on this Master Renewal Form that they want to use the funds for these database products. Return this form, with the authorized signature by fax to 916-444-2954, no later than April 22, 2005.

The renewal process is not automatic. After this renewal order is received and processed, an invoice will be sent to you and the order placed with the vendor. To order a new database, an individual subscription form must be submitted. See the web site, www.cclibraries.org for all of the databases offered through the consortium. For questions, contact Sarah Raley, 951-776-9788 (sarahraley@ccleague.org)

Invoice dated when the signed Master Renewal is received. For an exception, check here ___ to request invoice dated July 1.

List of databases to renew for 2005 (Spring 2005)

<i>Vendor</i>	<i>Database</i>	<i>2005 Cost</i>
CQ Press	CQ Researcher w/o PEOR	\$803.00
Gale	Expanded Academic ASAP	\$9,208.00
Lexis-Nexis	Academic	\$4,249.08
	Total:	\$14,260.08

Signature of person authorized to commit for purchase: _____

Print Name and title: _____

Email and phone number: _____

Date: _____

Please note, the invoice will be sent to the primary contact at the top of the page, unless otherwise specified.

MAY 10, 2005

INSTRUCTION

TOPIC: DEPARTMENT CHAIRPERSONS' PAY FOR 2004-05

TO THE SUPERINTENDENT/PRESIDENT:

Approval is requested for payment for department chairpersons for the 2004-05 academic year per the attached list.

Fiscal Impact: Budgeted item

RECOMMENDATION:

It is recommended that the Board of Trustees approve payment for department chairpersons for the 2004-05 academic year.

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

**DEPARTMENT CHAIRPERSON PAY
2004/2005**

DEPARTMENT	DEPARTMENT CHAIR	TOTAL
Administration of Justice	Ronald Fields	\$4,000
Agriculture and Natural Resources	Neville Slade	\$3,000
Allied Health	Scott Jones	\$4,400
Art & Design	Brent Wood	\$3,200
Automotive	John Sweet	\$4,800
Business Administration	David Hollomon	\$3,400
Business Real Estate	Chris Grover	\$2,200
Chemistry	Thomas Kennedy	\$2,400
Child Development	Sandy Visser	\$3,600
Computer Integrated Design & Graphics	Claude Oliver	\$2,400
Computer Information Technologies	Paul Toning	\$4,800
Construction & Manufacturing Technology	Nord Embroden	\$4,200
Cooperative Education	Maggi Dunsmore	\$1,200
Counseling	Bonnie Weathersby	\$4,600
Education/Education Technology	Mike Smith	\$1,000
Electronics & Computer Technology	Thomas Faro	\$2,000
English	Judy Solis	\$10,000
English as a Second Language (ESL)	Maria Ruiz	\$2,600
Fire Technology	Tom Turner	\$6,200
Foreign Languages	Claudia Basha (Fall 2004)	\$2,000
Foreign Languages	Cuauhtemoc Franco (Spring 2005)	\$2,000
Learning Resources	Leslie Huiner	\$2,600
Life Science	Lisa Harvey	\$4,000
Math	Patrick Malone	\$8,200
Music	Thomas Miller	\$3,200
Nursing	Diego Garcia	\$4,800
Philosophy/Religious Studies	Marc Skuster	\$3,000
Physical Education	Debra Blanchard	\$6,400
Physical Science	Robert Kirkham	\$2,800
Political Science	David Dupree	\$3,400
Psychology	Jim Previte	\$4,000
Respiratory Therapy	Traci Marin	\$4,200
Restaurant Management	Duane Buckles	\$1,600
Social Science	Richard Cerreto	\$4,800
Speech & Theatre Arts	Theresa Mirci-Smith	\$4,600
Welding	Gary Menser	\$1,800
	Total	\$133,400

ADMINISTRATIVE SERVICES

MAY 10, 2005

TOPIC: DONATIONS

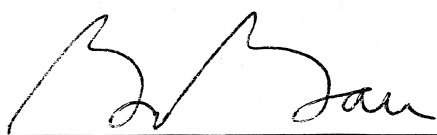
TO THE SUPERINTENDENT/PRESIDENT:

The Victor Valley College Foundation has made expenditures from cash donations in the amount of \$69,444.87 to specific funds and \$37,514.75 in Scholarships as listed (for the period March 1 through March 31, 2005) for Victor Valley College, for a total donation amount of \$106,959.62.

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			
March, 2005			
Project Description	Post Date	Trans. Amount	Account Description
Dr. Prem Reddy Fund	03/04/05	\$3,402.06	Equipment / Supplies
Dr. Prem Reddy Fund	03/04/05	\$58,027.27	Equipment / Supplies
Dr. Prem Reddy Fund Total		\$61,429.33	
ESL Program	03/04/05	\$100.00	Scholarships
ESL Program Total		\$100.00	
Fred Herzberg Memorial	03/04/05	\$646.50	Equipment / Supplies (Music)
Fred Herzberg Memorial Total		\$646.50	
Friends of Botanical Gardens	03/04/05	\$145.00	Equipment / Supplies
Friends of Botanical Gardens	03/15/05	\$25.86	Printing
Friends of Botanical Gardens	03/22/05	\$82.37	Equipment / Supplies
Friends of Botanical Gardens Total		\$253.23	
Friends of the Library	03/04/05	\$40.00	Printing
Friends of the Library Total		\$40.00	
Model United Nations Club	03/16/05	\$833.34	Travel
Model United Nations Club Total		\$833.34	
President's Fund	03/22/05	\$200.00	Grants Awarded
President's Fund	03/22/05	\$31.14	Grants Awarded
President's Fund	03/22/05	\$259.44	Grants Awarded
President's Fund	03/22/05	\$39.76	Grants Awarded
President's Fund Total		\$530.34	
Restaurant Management - General	03/04/05	\$300.00	Equipment / Supplies
Restaurant Management - General	03/04/05	\$786.44	Equipment / Supplies
Restaurant Management - General	03/15/05	\$199.35	Repair & Maintenance
Restaurant Management - General Total		\$1,285.79	
Agriculture Dept. (Specialty Minerals)	03/01/05	\$280.00	Equipment / Supplies
Agriculture Dept. (Specialty Minerals)	03/04/05	\$338.80	Advertising
Agriculture Dept. (U.S. Borax)	03/15/05	\$223.53	Equipment / Supplies
Agriculture Dept. Total		\$842.33	
The California Wellness Foundation	03/08/05	\$3,025.00	Grants Awarded
The California Wellness Foundation Total		\$3,025.00	
Women's Basketball	03/17/05	\$429.31	Awards & Recognition
Women's Basketball	03/17/05	\$29.70	Awards & Recognition
Women's Basketball Total		\$459.01	
COLLEGE DEPTS. / PROGRAMS TOTAL		\$69,444.87	

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

Project Description	Post Date	Trans. Amount	Account Description
Amy Anderson	03/08/05	\$875.00	Scholarships
Anabel Garcia	03/08/05	\$225.00	Scholarships
April S Pelletier	03/16/05	\$200.00	Scholarships
April S Pelletier	03/16/05	\$524.03	Scholarships
Ashley B Origel	03/08/05	\$150.00	Scholarships
Ashley B Origel	03/08/05	\$350.00	Scholarships
Ashley Garcia	03/08/05	\$250.00	Scholarships
Brandon C Schleeter	03/08/05	\$806.00	Scholarships
Brandon C Schleeter	03/08/05	\$194.00	Scholarships
Brian G Soloman	03/16/05	\$300.00	Scholarships
Brian G Soloman	03/16/05	\$700.00	Scholarships
Brian Simonetta Jr.	03/08/05	\$250.00	Scholarships
Celia Jefferson	03/08/05	\$7.00	Scholarships
Celia Jefferson	03/08/05	\$118.00	Scholarships
Cesar R Montes	03/08/05	\$228.00	Scholarships
Cesar R Montes	03/08/05	\$1,942.89	Scholarships
Chase W Hinkle	03/16/05	\$30.00	Scholarships
Chase W Hinkle	03/16/05	\$450.00	Scholarships
Chase W Hinkle	03/16/05	\$1,714.93	Scholarships
Chelsea Campbell	03/08/05	\$150.00	Scholarships
Christopher J Wookey	03/08/05	\$260.00	Scholarships
Christopher J Wookey	03/08/05	\$240.00	Scholarships
Christopher LaPat	03/08/05	\$852.68	Scholarships
Clarissa I Camarena	03/08/05	\$7.00	Scholarships
Clarissa I Camarena	03/08/05	\$243.00	Scholarships
Cynthia Conway	03/08/05	\$6.00	Scholarships
Cynthia Conway	03/08/05	\$494.00	Scholarships
Danielle Spike	03/08/05	\$6.00	Scholarships
Danielle Spike	03/08/05	\$244.00	Scholarships
David Pane	03/08/05	\$150.00	Scholarships
Devin M Humbert	03/16/05	\$362.00	Scholarships
Devin M Humbert	03/16/05	\$1,829.23	Scholarships
Dolores Valenzuela	03/08/05	\$1,575.00	Scholarships
Donna Weiss	03/08/05	\$36.00	Scholarships
Gina M Sandoval	03/08/05	\$365.00	Scholarships
Gina M Sandoval	03/08/05	\$761.56	Scholarships
Heather Presnell	03/08/05	\$146.00	Scholarships
Heather Presnell	03/08/05	\$354.00	Scholarships
Hilary Delgado-Carter	03/08/05	\$112.42	Scholarships
Holly Odenbaugh	03/16/05	\$606.00	Scholarships
Holly Odenbaugh	03/16/05	\$562.50	Scholarships
Holly Odenbaugh	03/16/05	\$194.00	Scholarships
Jason Eakins	03/16/05	\$207.00	Scholarships
Jason Eakins	03/16/05	\$90.00	Scholarships
Jason Eakins	03/16/05	\$453.00	Scholarships
Jeremiah Denniston	03/08/05	\$800.00	Scholarships

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

Project Description	Post Date	Trans. Amount	Account Description
Jeremiah Denniston	03/08/05	\$350.00	Scholarships
Jessica Marquez	03/16/05	\$250.00	Scholarships
Jesus Romero	03/08/05	\$125.00	Scholarships
Jo Waid	03/08/05	\$150.00	Scholarships
Josanna D Orta	03/08/05	\$250.00	Scholarships
Kara Albright	03/16/05	\$1,181.25	Scholarships
Katherine Simon	03/08/05	\$500.00	Scholarships
Katie Demmer	03/08/05	\$250.00	Scholarships
Kimberly J Lunsford	03/08/05	\$380.00	Scholarships
Kristin Easton	03/16/05	\$16.00	Scholarships
Kristin Easton	03/16/05	\$134.00	Scholarships
Kristina M Gomez	03/16/05	\$298.96	Scholarships
Krystle A Lodermeier	03/08/05	\$250.00	Scholarships
Krystle A Lodermeier	03/08/05	\$931.99	Scholarships
Lance G Tucker II	03/15/05	\$200.00	Scholarships
Lance G Tucker II	03/15/05	\$448.17	Scholarships
Lidia Maylath	03/16/05	\$625.00	Scholarships
Lisa Felix	03/16/05	\$6.00	Scholarships
Lisa Felix	03/16/05	\$200.00	Scholarships
Lisa Felix	03/16/05	\$144.00	Scholarships
Marc Goodman	03/08/05	\$560.00	Scholarships
Margot Baker	03/16/05	\$161.81	Scholarships
Maria Regalado	03/16/05	\$50.00	Scholarships
Marine Mkrttchyan	03/08/05	\$344.00	Scholarships
Marine Mkrttchyan	03/08/05	\$6.00	Scholarships
Matthew McLeod Fulton	03/08/05	\$100.00	Scholarships
Melissa Hursh	03/08/05	\$208.44	Scholarships
Melissa Hursh	03/15/05	\$170.00	Scholarships
Melissa Hursh	03/16/05	\$121.56	Scholarships
Michael A Contreras	03/08/05	\$790.00	Scholarships
Michael A Contreras	03/08/05	\$263.85	Scholarships
Nicole King	03/16/05	\$32.00	Scholarships
Nicole King	03/16/05	\$75.00	Scholarships
Nicole King	03/16/05	\$243.00	Scholarships
Nubia Brenda Garcia	03/16/05	\$250.00	Scholarships
Prussia M Hull	03/08/05	\$124.00	Scholarships
Richard C Burgos	03/15/05	\$41.00	Scholarships
Richard C Burgos	03/15/05	\$225.00	Scholarships
Richard C Burgos	03/15/05	\$238.00	Scholarships
Rikki Morrell	03/16/05	\$350.00	Scholarships
Rosanna Nennig	03/08/05	\$1,181.25	Scholarships
Sarah J Hoover	03/08/05	\$239.00	Scholarships
Sarah J Hoover	03/08/05	\$251.55	Scholarships
Sarah J Hoover	03/08/05	\$573.19	Scholarships
Shawn A Noon	03/08/05	\$358.00	Scholarships
Shawn A Noon	03/08/05	\$106.48	Scholarships

VVC FOUNDATION SUPPORT TO VVC			
Expenditures Made From Cash Donations			
March, 2005			
Project Description	Post Date	Trans. Amount	Account Description
Trenton S Pruitt	03/15/05	\$448.00	Scholarships
Trenton S Pruitt	03/15/05	\$300.00	Scholarships
Trenton S Pruitt	03/15/05	\$317.52	Scholarships
Wajidah Abdul-Khabir	03/08/05	\$250.00	Scholarships
Scholarship Transition Fund (03' & Prior)	03/08/05	\$36.00	Scholarships
Scholarship Transition Fund (03' & Prior)	03/08/05	\$500.00	Scholarships
Scholarship Transition Fund (03' & Prior)	03/08/05	\$50.87	Scholarships
Scholarship Transition Fund (03' & Prior)	03/15/05	\$255.07	Scholarships
Scholarship Transition Fund (03' & Prior)	03/15/05	\$136.30	Scholarships
Scholarship Transition Fund (03' & Prior)	03/16/05	\$16.00	Scholarships
Scholarship Transition Fund (03' & Prior)	03/16/05	\$209.02	Scholarships
Scholarship Transition Fund (03' & Prior)	03/16/05	\$547.23	Scholarships
Scholarship Transition Fund (03' & Prior)	03/16/05	\$274.00	Scholarships
Scholarships Total		\$37,514.75	
GRAND TOTAL		\$106,959.62	

ADMINISTRATIVE SERVICES

10.2
MAY 10, 2005

TOPIC: AGREEMENT – SPENCER/HOSKINS ASSOCIATES

TO THE SUPERINTENDENT/PRESIDENT:

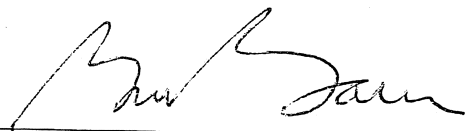
The district wishes to enter into an agreement with Spencer/Hoskins Associates to prepare and submit a Final Project Proposal to the State of California for the Music Modernization project, and preparation and submittal of the district's 2007-11 Five Year Construction Plan.

Fiscal Impact: not to exceed \$15,000

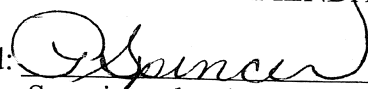
RECOMMENDATION:

It is recommended that the Board of Trustees approve the agreement with Spencer/Hoskins Associates as submitted.

REFERENCE FOR AGENDA: YES

Signed: 
Vice President, Administrative Services

TRANSMITTED TO THE BOARD WITH A FAVORABLE RECOMMENDATION:

Signed: 
Superintendent/President

ACTION TAKEN BY THE BOARD:

MOTION _____

SECOND _____

INFORMATION ONLY _____

SPENCER / HOSKINS associates
Architecture & Planning Altadena, California 91001
James G. Spencer, AIA Principal
Stephen R. Hoskins, AIA Principal

2245 North Lake Avenue
(626) 398-3576 (Fax) 398-7438
E-mail: jim@spencerhoskins.com

April 16, 2005

Victor Valley College
18422 Bear Valley Road
Victorville, California 92392-9699

Attention: Steve Garcia,
Director of Maintenance & Operations

Subject: 2005 Music Modernization FPP/Five Year Plan, Proposal
Dear Steve:

At your request, this is a proposal to develop an FPP for the Music Modernization project. Also included is preparation and submittal of the 2007-11 Five Year Plan.

The following is our fee agreement/contract:

- | | |
|---|------------------------|
| 1. <u>Not-to-Exceed</u> | \$15,000. |
| A. Hourly Rates: | |
| Principals | \$110.00. |
| Technical Associates, licensed | \$ 87.50 |
| Technical Associates, | \$ 60.00 |
| Others | Hourly-times-2.5 |
| B. Reimbursable Items: (including photo work & all printing & reproduction) | Direct Cost-times-1.15 |
| Mileage | 40.5¢/ mile |
| Other travel and accommodations | Direct reimbursement |
| C. Consultants (if required) | Direct Cost-times-1.05 |

We will need certain items of information in order to complete the Five Year Plan:

1. Hard copy of last year's Five Year Plan
2. Projection of future Full Time Equivalent Faculty (FTEF).
3. Estimate of the current Day Credit Enrollment (for purposes of computing Library and AV/TV space.
4. Any projects beyond those presently shown that the college might contemplate.

Regarding the FPP, you have already make contact with the music people (Tom Miller, etc) to go over the scope of that work. I e-mailed you a copy of a drawing done long ago on that building and a possible remodel.

Regarding timing, the Chancellor's Office has set June 1 as the submittal deadline. That suggests we will need to meet as early as possible to get things moving.

Please let me know if you have any questions or concerns with this proposal.



James G. Spencer, Principal
Spencer/Hoskins associates

4/16/05
Date

Victor Valley Community College District

Date

Copy by e-mail: Bruce Baron, Claudia Juarez, Nicole Tanner

TOPIC: PROPOSAL – EB5C, LLC. FINANCIAL PLAN TRACKING AND FORECASTING
TO THE SUPERINTENDENT/PRESIDENT:

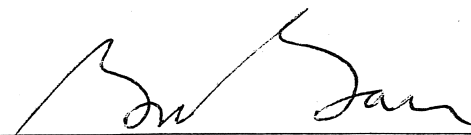
The District desires to accept the proposal from EB5C Consultants to develop a financial tracking and forecasting system that will enable the district to more accurately forecast its actual financial condition throughout the fiscal year, and providing a basis for more accurate planning in the following years. The system provides an easily understood framework for receiving, reporting, and communicating the current financial status to internal groups such as faculty, the Board of Trustees and other stakeholders. The contract covers the development, training and a year of system monitoring to ensure information is accurate and the district is developing the appropriate benchmarks for comparative financial analysis.

Fiscal Impact: \$10, 500 (This project is being funded through the Title V Institutional Capacity Building Grant, as development of a sound financial forecasting and tracking system is an integral part of an organization's ability to properly develop resource opportunities and track resource use accurately and completely.)

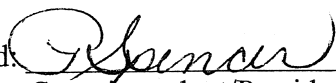
RECOMMENDATION:

It is recommended that the Board of Trustees accept the proposal from EB5C, LLC., for the development and implementation of a financial plan tracking and forecasting system, as submitted.

REFERENCE FOR AGENDA: YES

Signed: 
Vice President, Administrative Services

TRANSMITTED TO THE BOARD WITH A FAVORABLE RECOMMENDATION:

Signed: 
Superintendent/President

ACTION TAKEN BY THE BOARD:

MOTION _____

SECOND _____

INFORMATION ONLY _____

EB₅C, LLC.

Ex-Big 5 Consultants

April 15, 2005

Bruce R. Baron, VP Administration
Victor Valley Community College
18422 Bear Valley Rd.
Victorville, CA 92392

PROPOSAL: FINANCIAL PLAN TRACKING AND FORECASTING

Dear Bruce:

The following proposal is for implementation and support of a financial plan tracking and forecasting system modeled on the "financial plan" reporting process with which you are familiar from the Los Angeles Community College District. We should use this document as the basis for further discussion and refinement if our mutual understanding of this project is not completely aligned.

OUR UNDERSTANDING

Victor Valley Community College (VVC) desires to implement a financial tracking and forecasting system modeled on the system currently in use at the Los Angeles Community College District. This should allow VVC to more accurately forecast its actual financial condition throughout the current fiscal year as well as provide a basis for more accurate planning in the following years. It also provides an easily understood framework for receiving, reporting, and communicating the current financial status of the college to internal groups such as faculty, governing boards, and the community and other external stakeholders.

Unlike traditional forecasts based on best estimates of forward spending, this financial planning system utilizes the relative stability of year-to-year unrestricted general fund budgets and is based on known and expected changes in the current year relative to last year's actuals. The experience at LACCD is that this has been far and away the most accurate form of expenditure forecasting.

We understand the VVC wishes to put this structure in place prior to July 1 in order to utilize the system throughout the coming fiscal year. Our mutual objective is that VVC be prepared to carry forward this process independently in future fiscal year.

ACTIVITIES AND DELIVERABLES

Pre-launch Preparation:

Prior to July 1, we would lightly modify the existing forms used by LACCD to best fit the circumstances of VVC. We would then provide a full day of on-site support to brief and instruct various staff members in how to utilize the procedure which provides for monthly updating.

Estimated level of effort:

- Revision of existing forms and email and telephone review and consultation with VVC regarding these changes: ½ day.
- On site support and training for launch prior to July 1: 1 day.

Monthly Support:

The process is based on monthly review and in each of the 12 months of the next fiscal year we would provide review, analysis, and high-level reporting of the status of the forecast. Typically these review activities include the following elements:

1. Technical review: A thorough review of the information presented to ensure that it is in compliance with the procedures of the financial planning process. Brief detailed notes are provided for necessary corrections as is an estimate of the dollar variation created by any of these 'technical adjustments'.
2. Comparison to traditional forecasting methods: In any forecasting system it is a best practice to utilize at least two separate approaches to the forecast. At LACCD this involves converting the time-based financial plan forecast to a GL-based forecast for comparison by major or sub-major GL to the traditionally derived monthly forecast. If VVC utilizes a compatible current type of forecast we will compare and contrast the two forecasts with the objective of bringing them into agreement, or highlighting areas of major disagreement for investigation by your staff.
3. Beginning in January, we would also prepare time-based monthly tracking forecasts designed to highlight major variance from plan and to provide our independent forecast of financial outcome. We find that conducting this analysis in the first part of the year is too open to major variance as the costs associated with terms and intersessions are incurred. Beginning with the December 31 financials allows the process to suggest mid-course corrections based on Spring and Summer sessions if financial conditions warrant. We report variation from plan to date, and after two or three data points are established, can also offer our own forecast of VVC's annual expenditures for comparison.

Deliverables:

We have attached sample monthly review documents drawn from a recent month. In addition to these written reports and analyses, we would brief and consult with you by telephone monthly to further explain and detail our findings.

Estimated level of effort:

½ day per month for 12 months: total of 6 days.

SCOPE AND BOUNDS:

- This planning process deals only with unrestricted general fund expenditures (UGF), dedicated revenues which can be applied to UGF activities, and expenditure transfers in and out of UGF GLs to SFP and other restricted programs. It does account for the major elements of state funding but does not seek to forecast whether all of that revenue will be earned or adjusted in P1 and P2. (These adjustments can be reflected in the plan, but the plan does not seek to forecast them.)
- VVC must be able to provide timely month-end financial statements for UGFs and to produce the revised monthly forecasts on which this process is based. This proposal does not include preparation of the forecast schedules within the plan or preparation of other 'standard' cost estimators in the plan.
- With the exception of the one day on-site session, all work is to be conducted at our offices and communicated via email and telephone as appropriate.
- Review of forecasts can generally be completed within one-week of receipt. On occasion, we may seek an extension for special circumstances such as holidays or conflicting commitments, with your approval.
- The attached sample documents are representative of similar work prepared for others. Actual deliverables for VVC may be different.

PROFESSIONAL FEES AND EXPENSES

Total time and professional fees estimate:

Pre-launch preparation and support	1.5 days
Monthly support	6.0 days
Total	7.5 days
Daily rate	\$1400
Extension	\$10,500

This is a time and materials agreement with professional fees not to exceed \$10,500. Professional fees will be billed and are due at the end of each calendar month based on the rates above and the number of days actually incurred in the preceding 30 days.

Out-of-pocket expenses are not part of professional fees and are billed separately each month to cover such direct expenses as mileage, parking, and other direct costs if any. We anticipate that the only direct expenses will be the cost of travel associated with the one day of on-site support. We would suggest an additional budget of \$200 for out-of-pocket expense.

REFERENCES

If you would like to discuss either my personal references or LACCD's experience with this approach, please feel free to call:

Peter Landsberger, Chancellor, LACCD

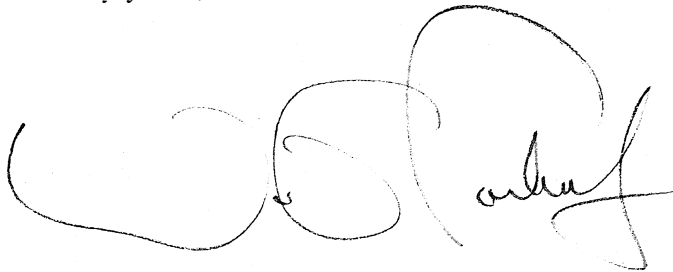
Darroch (Rocky) Young, Sr. Vice Chancellor, LACCD

Audrey Levy, President, Los Angeles Southwest College

Mary Gallagher, VP Administration (acting), Los Angeles Southwest College

Work can commence upon receipt of contract or your written authorization to proceed. We look forward to exceeding your expectations and to a continuing relationship with VVC. Please feel free to call with any questions you may have at 818.257.2035.

Sincerely yours,

A handwritten signature in black ink, appearing to read 'W. Vorhies', with a large, stylized flourish at the end.

William E. Vorhies
President

ADMINISTRATIVE SERVICES

MAY 10, 2005

TOPIC: AGREEMENTS - WATER RIGHTS PURCHASES

TO THE SUPERINTENDENT/PRESIDENT:

As the district has grown, our annual allotted water supply has proved inadequate to meet our needs. For over ten years, the district has purchased unused annual water rights to meet this need, using the services of The Bradco Company, a broker who identifies available water commodities for purchase directly from the owner. The district wishes to pay the following entities for their unused carryover rights for water to cover our usage for 2003-2004. These purchases are made at a cost well below the commercial rates we would pay the County Water Master. The long term solution to this problem would be to purchase additional perpetual water rights.

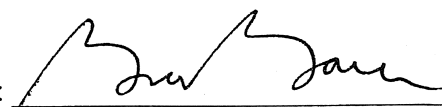
Donald & Pearl Nunn - \$95.00 per Acre Foot x 15 AF =	\$	1,425
Dale & Nellie Ruisch Trust - \$80.00 per Acre Foot x 18 AF =		1,440
Kemper Campbell Ranch - \$95.00 per Acre Foot x 222 AF =		21,090
Jennifer Brown - \$95.00 per Acre Foot x 33 AF =		3,135
Thomas Farms - \$95.00 per Acre Foot x 8 AF =		760
John & Helen Wakula - \$100 per Acre Foot x 40 AF =		4,000
Philip Dowse - \$95 per Acre Foot x 16 AF =		1,520
Van Leeuwen Family Trust - \$125 per Acre Foot x 2 AF =		250
Bradco Companies Fee - \$5.00 x Total Acre Feet: Total \$5 x 354 AF		<u>1,770</u>
	TOTAL	\$ 35,390

Fiscal Impact: These funds have not been budgeted in the past, and will continue to be taken from the unfunded liability reserve.

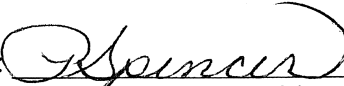
RECOMMENDATION:

It is recommended that the Board of Trustees approve the agreements to purchase unused water rights as listed.

REFERENCE FOR AGENDA: YES

Signed: 
 Vice President, Administrative Services

TRANSMITTED TO THE BOARD WITH A FAVORABLE RECOMMENDATION:

Signed: 
 Superintendent/President

ACTION TAKEN BY THE BOARD:

MOTION _____

SECOND _____

**REQUEST FOR ASSIGNMENT OF CARRYOVER RIGHT
IN LIEU OF PAYMENT OF REPLACEMENT WATER ASSESSMENTS**

WATER YEAR ENDING SEPTEMBER 30, 2004.

To be executed by both Transferee and Transferor and, if separately requested by Watermaster, be accompanied by a map of the service area where the water was used by Transferor and a map of the service area where the water is intended to be used by the Transferee.

A TRUE COPY HEREOF MUST BE FILED WITH WATERMASTER NOT LATER THAN 30 DAYS PRIOR TO THE REGULARLY SCHEDULED WATERMASTER MEETING IN MAY.

(To be accompanied by completed Exhibit "F" if Transferee is not a party to the Judgment)

For a valuable consideration, in the amount of \$ 95.00 per acre-foot receipt of which is hereby acknowledged, Donald & Pearl Nunn ("Transferor") does hereby assign and transfer to Victor Valley Community College District ("Transferee") Carryover Right of 15 acre-feet in Alto Subarea.

Said assignment is made upon condition that Transferee shall apply said Carryover Right to the Transferee's Replacement Water Obligation due July 1, 2005, and shown on Appendix B of the Annual Watermaster Report filed with the Riverside Superior Court.

DATED: _____

TRANSFEEEE

Victor Valley Community College District

(Signature)

Name of Designee of Transferee to receive service of Processes & Notices:

Victor Valley Community College District

Address

Telephone No. of Designee: _____

Notes:

TRANSFEROR

Donald & Pearl Nunn

Pearl N. Nunn
Donald E. Nunn

(Signature)

Name of Designee of Transferor to receive service of Processes & Notices:

Donald & Pearl Nunn

Address

Telephone No. of Designee: _____

Exhibit "I"

I-1

Page 1

**REQUEST FOR ASSIGNMENT OF FREE PRODUCTION ALLOWANCE
IN LIEU OF PAYMENT OF MAKE-UP WATER ASSESSMENTS**

WATER YEAR ENDING SEPTEMBER 30, 2004.

To be executed by both Transferee and Transferor and, if separately requested by Watermaster, be accompanied by a map of the service area where the water was used by Transferor and a map of the service area where the water is intended to be used by the Transferee.

A TRUE COPY HEREOF MUST BE FILED WITH WATERMASTER NOT LATER THAN 30 DAYS PRIOR TO THE REGULARLY SCHEDULED WATERMASTER MEETING IN MAY.
(To be accompanied by completed Exhibit "E" if Transferee is not a party to the Judgment)

For a valuable consideration, in the amount of \$ 80.00 per acre-foot receipt of which is hereby acknowledged, Dale & Nellie Ruisch Trust ("Transferor") does hereby assign and transfer to Victor Valley Community College District ("Transferee")

- Carryover FPA of 18 acre-feet in Centro Subarea or
 Current Year FPA of _____ acre-feet in _____ Subarea.

Transferee hereby requests that the consumptive use portion of the transferred FPA, as determined by Watermaster, be applied to Transferee's 8.90 acre-foot share of the Alto Subarea's Make-up Water Obligation to the Centro Subarea that is due and payable on 07/01/2005.

DATED: 25 March 2005

TRANSFEREE

Victor Valley Community College District

(Signature)

Name of Designee of Transferee to receive service of Processes & Notices:

Victor Valley Community College District

Address

Telephone No. of Designee: _____

Notes:

TRANSFEROR

Dale & Nellie Ruisch Trust

Dale Ruisch - Saw too
Nellie Ruisch Trustee
(Signature)

Name of Designee of Transferor to receive service of Processes & Notices:

Dale & Nellie Ruisch Trust

Address

Telephone No. of Designee: _____

Exhibit "J"

J-1

Page 1

**REQUEST FOR ASSIGNMENT OF CARRYOVER RIGHT
IN LIEU OF PAYMENT OF REPLACEMENT WATER ASSESSMENTS**

WATER YEAR ENDING SEPTEMBER 30, 2004.

To be executed by both Transferee and Transferor and, if separately requested by Watermaster, be accompanied by a map of the service area where the water was used by Transferor and a map of the service area where the water is intended to be used by the Transferee.

A TRUE COPY HEREOF MUST BE FILED WITH WATERMASTER NOT LATER THAN 30 DAYS PRIOR TO THE REGULARLY SCHEDULED WATERMASTER MEETING IN MAY.
(To be accompanied by completed Exhibit "F" if Transferee is not a party to the Judgment)

For a valuable consideration, in the amount of \$ 95.00 per acre-foot receipt of which is hereby acknowledged, Kemper Campbell Ranch ("Transferor") does hereby assign and transfer to Victor Valley Community College District ("Transferee") Carryover Right of 222 acre-feet in Alto Subarea.

Said assignment is made upon condition that Transferee shall apply said Carryover Right to the Transferee's Replacement Water Obligation due July 1, 2005, and shown on Appendix B of the Annual Watermaster Report filed with the Riverside Superior Court.

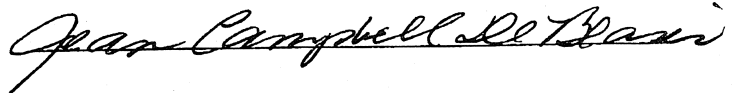
DATED: 25 March 2005

TRANSFEEEE

TRANSFEROR

Victor Valley Community College District

Kemper Campbell Ranch



(Signature)

(Signature)

Name of Designee of Transferee to receive service of Processes & Notices:

Victor Valley Community College District

Name of Designee of Transferor to receive service of Processes & Notices:

Kemper Campbell Ranch

Address

Telephone No. of Designee: _____

Notes:

Address

Telephone No. of Designee: _____

Exhibit "I"

I-1

Page 1

**REQUEST FOR ASSIGNMENT OF CARRYOVER RIGHT
IN LIEU OF PAYMENT OF REPLACEMENT WATER ASSESSMENTS**

WATER YEAR ENDING SEPTEMBER 30, 2004.

To be executed by both Transferee and Transferor and, if separately requested by Watermaster, be accompanied by a map of the service area where the water was used by Transferor and a map of the service area where the water is intended to be used by the Transferee.

A TRUE COPY HEREOF MUST BE FILED WITH WATERMASTER NOT LATER THAN 30 DAYS PRIOR TO THE REGULARLY SCHEDULED WATERMASTER MEETING IN MAY.

(To be accompanied by completed Exhibit "F" if Transferee is not a party to the Judgment)

For a valuable consideration, in the amount of \$ 95.00 per acre-foot receipt of which is hereby acknowledged, Jennifer Brown ("Transferor") does hereby assign and transfer to Victor Valley Community College District ("Transferee") Carryover Right of 33 acre-feet in Alto Subarea.

Said assignment is made upon condition that Transferee shall apply said Carryover Right to the Transferee's Replacement Water Obligation due July 1, 2005, and shown on Appendix B of the Annual Watermaster Report filed with the Riverside Superior Court.

DATED: _____

TRANSFEREE

Victor Valley Community College District

(Signature)

Name of Designee of Transferee to receive service of Processes & Notices:

Victor Valley Community College District

Address

Telephone No. of Designee: _____

Notes:

TRANSFEROR

Jennifer Brown

(Signature)

Name of Designee of Transferor to receive service of Processes & Notices:

Jennifer Brown

Address

Telephone No. of Designee: _____

Exhibit "I"

I-1

Page 1

**REQUEST FOR ASSIGNMENT OF CARRYOVER RIGHT
IN LIEU OF PAYMENT OF REPLACEMENT WATER ASSESSMENTS**

WATER YEAR ENDING SEPTEMBER 30, 2004.

To be executed by both Transferee and Transferor and, if separately requested by Watermaster, be accompanied by a map of the service area where the water was used by Transferor and a map of the service area where the water is intended to be used by the Transferee.

A TRUE COPY HEREOF MUST BE FILED WITH WATERMASTER NOT LATER THAN 30 DAYS PRIOR TO THE REGULARLY SCHEDULED WATERMASTER MEETING IN MAY.

(To be accompanied by completed Exhibit "F" if Transferee is not a party to the Judgment)

For a valuable consideration, in the amount of \$ 95.00 per acre-foot receipt of which is hereby acknowledged, Thomas Farms ("Transferor") does hereby assign and transfer to Victor Valley Community College District ("Transferee") Carryover Right of 8 acre-feet in Alto Subarea.

Said assignment is made upon condition that Transferee shall apply said Carryover Right to the Transferee's Replacement Water Obligation due July 1, 2005, and shown on Appendix B of the Annual Watermaster Report filed with the Riverside Superior Court.

DATED: 3/29/05

TRANSFEREE

Victor Valley Community College District

(Signature)

Name of Designee of Transferee to receive service of Processes & Notices:

Victor Valley Community College District

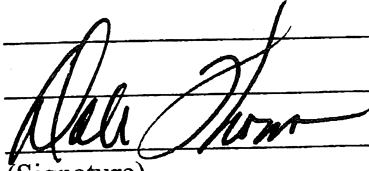
Address

Telephone No. of Designee: _____

Notes:

TRANSFEROR

Thomas Farms


(Signature)

Name of Designee of Transferor to receive service of Processes & Notices:

Thomas Farms

800 DeAnza Ave. Dr.

LA VERNE CA. 91750

Address

Telephone No. of Designee: (951) 203-4210

Exhibit "I"

I-1

Page 1

**REQUEST FOR ASSIGNMENT OF CARRYOVER RIGHT
IN LIEU OF PAYMENT OF REPLACEMENT WATER ASSESSMENTS**

WATER YEAR ENDING SEPTEMBER 30, 2004

To be executed by both Transferee and Transferor and, if separately requested by Watermaster, be accompanied by a map of the service area where the water was used by Transferor and a map of the service area where the water is intended to be used by the Transferee.

A TRUE COPY HEREOF MUST BE FILED WITH WATERMASTER NOT LATER THAN 30 DAYS PRIOR TO THE REGULARLY SCHEDULED WATERMASTER MEETING IN MAY.

(To be accompanied by completed Exhibit "F" if Transferee is not a party to the Judgment)

For a valuable consideration, in the amount of \$ 100.00 per acre-foot receipt of which is hereby acknowledged, John & Helen Wakula ("Transferor") does hereby assign and transfer to _____ ("Transferee") Carryover Right of 40 acre-feet in Alto Subarea.

Said assignment is made upon condition that Transferee shall apply said Carryover Right to the Transferee's Replacement Water Obligation due July 1, 2005, and shown on Appendix B of the Annual Watermaster Report filed with the Riverside Superior Court.

DATED: April 8, 2005

TRANSFEEEE

(Signature)

Name of Designee of Transferee to receive service of Processes & Notices:

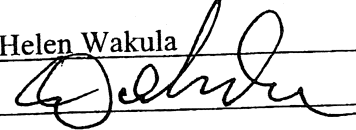
Address

Telephone No. of Designee: _____

Notes:

TRANSFEROR

John & Helen Wakula



(Signature)

Name of Designee of Transferor to receive service of Processes & Notices:

John & Helen Wakula

22595 Bryman Road

Oro Grande, CA 92368

Address

Telephone No. of Designee: _____

Exhibit "I"

I-1

Page 1

**REQUEST FOR ASSIGNMENT OF CARRYOVER RIGHT
IN LIEU OF PAYMENT OF REPLACEMENT WATER ASSESSMENTS**

WATER YEAR ENDING SEPTEMBER 30, 2004.

To be executed by both Transferee and Transferor and, if separately requested by Watermaster, be accompanied by a map of the service area where the water was used by Transferor and a map of the service area where the water is intended to be used by the Transferee.

A TRUE COPY HEREOF MUST BE FILED WITH WATERMASTER NOT LATER THAN 30 DAYS PRIOR TO THE REGULARLY SCHEDULED WATERMASTER MEETING IN MAY.
(To be accompanied by completed Exhibit "F" if Transferee is not a party to the Judgment)

For a valuable consideration, in the amount of \$ 95.00 per acre-foot receipt of which is hereby acknowledged, Philip Dowse ("Transferor") does hereby assign and transfer to Victor Valley Community College District ("Transferee") Carryover Right of 16 acre-feet in Alto Subarea.

Said assignment is made upon condition that Transferee shall apply said Carryover Right to the Transferee's Replacement Water Obligation due July 1, 2005, and shown on Appendix B of the Annual Watermaster Report filed with the Riverside Superior Court.

DATED: April 14, 2005

TRANSFEEEE

Victor Valley Community College District

(Signature)

Name of Designee of Transferee to receive service of Processes & Notices:
Victor Valley Community College District

Address

Telephone No. of Designee: _____

Notes:

TRANSFEROR

Philip Dowse

(Signature)

Name of Designee of Transferor to receive service of Processes & Notices:
Philip Dowse

Address

Telephone No. of Designee: P.O. Box 400847
Hesperia Ca
760-3892305

Exhibit "I"

I-1

Page 1

**REQUEST FOR ASSIGNMENT OF CARRYOVER RIGHT
IN LIEU OF PAYMENT OF REPLACEMENT WATER ASSESSMENTS**

WATER YEAR ENDING SEPTEMBER 30, 2004

To be executed by both Transferee and Transferor and, if separately requested by Watermaster, be accompanied by a map of the service area where the water was used by Transferor and a map of the service area where the water is intended to be used by the Transferee.

A TRUE COPY HEREOF MUST BE FILED WITH WATERMASTER NOT LATER THAN 30 DAYS PRIOR TO THE REGULARLY SCHEDULED WATERMASTER MEETING IN MAY.

(To be accompanied by completed Exhibit "F" if Transferee is not a party to the Judgment)

For a valuable consideration, in the amount of \$ 125.00 per acre-foot receipt of which is hereby acknowledged, Van Leeuwen Family Trust ("Transferor") does hereby assign and transfer to Victor Valley Community College ("Transferee") Carryover Right of 2 acre-feet in Alto Subarea.

Said assignment is made upon condition that Transferee shall apply said Carryover Right to the Transferee's Replacement Water Obligation due July 1, 2005, and shown on Appendix B of the Annual Watermaster Report filed with the Riverside Superior Court.

DATED: _____

TRANSFEE

Victor Valley Community College

(Signature)

Name of Designee of Transferee to receive service of Processes & Notices:
Victor Valley Community College

Address _____
Telephone No. of Designee: _____
Notes: _____

TRANSFEROR

Van Leeuwen Family Trust

Ken Lyth
Ken Lyth
(Signature)

Name of Designee of Transferor to receive service of Processes & Notices:

Address _____
Telephone No. of Designee: 760-954-6223

Exhibit "I"

I-1

Page 1



a commercial real estate group

p.o. box 2710 victorville california 92393-2710 760.951.5111 fax 760.951.5113

April 21, 2005

Invoice

Invoice for temporary transfer of water right, water years 2003-2004.
"Victor Valley Community College District To Joseph W. Brady inc. dba The Bradco Co."

c/o Stephen Garcia
Victor Valley Community College District
18422 Bear Valley Road
Victorville, CA. 92393

Regarding the "Request of Assignment of Free Production Allowance in Lieu of Payment of Make-Up Water Assessments" of unused temporary Free Production Allowance (FPA) of 354 acre feet (AF) for the year 2003-2004, for a broker commission fee of \$5.00 per (AF).

Dale & Nellie Ruisch Trust 18 AF
Donald & Pearl Nunn 15 AF
Kemper Campbell Ranch 222 AF
Philip Dowse 16 AF

John & Helen Wakula 40 AF
Jennifer Brown 33 AF
Thomas Farms 8 AF
Van Leeuwen Trust 2 AF

Total "Purchase Price": **\$1,770.00**

Upon receipt of the Certified Copy of approval by the Watermaster scheduled to occur May 29th, 2005, and payment in full from the above mentioned buyer, per the "Request of Assignment of Free Production Allowance in Lieu of Payment of Make-Up Water Assessments" dated April 11, 2005, please mail in the stamped, return envelope your check made payable to:

Joseph W. Brady inc. dba The Bradco Co. in the amount of: \$1,770.00

Respectfully Submitted,

James Langley
The Bradco Companies
(760) 951-5111 ext 109

commercial • industrial • office • sales • leasing
land brokerage • land mitigation

www.TheBradcoCompanies.com • email: info@TheBradcoCompanies.com



MAY 10, 2005

ADMINISTRATIVE SERVICES

TOPIC: CHANGE ORDER #2 – TRI SPAN, INC.

TO THE SUPERINTENDENT/PRESIDENT:


Changes to the contract for asbestos abatement in the liberal arts building have been requested by the district. The changes include application of glue-up ceiling tiles for acoustical purposes in lecture hall 18. The cost of change order #2 is \$1,866.00

Fiscal impact: \$1,866 (Fund 71 Expenditure)

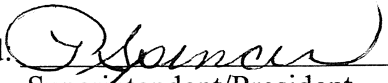
RECOMMENDATION:

It is recommended that the Board of Trustees approve Change Order #2 to the agreement with Tri Span, Inc. for asbestos abatement in the Liberal Arts 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 _____

INFORMATION ONLY _____

VICTOR VALLEY COMMUNITY COLLEGE

Change Order

Initiation Date: April 15, 2005 Change Order Number: 2

Project: Liberal Arts Asbestos Abatement & Reconstruction

Contract Date: November 9, 2004

To (Contractor): Tri-Span, Inc.

Address: 591 W. Explorer Street, Brea, CA 92821

You are directed to make the following changes in this Contract:

The specifications required a hard lid ceiling in lecture hall 18. The district requests glue-up ceiling tiles be applied over the drywall for acoustical purposes.

Not valid until signed by the Owner. Signature of the Contractor indicates his/her agreement herewith, including any adjustment in the Contract Sum or Contract Time.

The original Contract Sum was \$ 458,454.00
Net change by previously authorized Change Orders \$ 35,673.00
The Contract Sum prior to this Change Order was \$ 494,127.00
The Contract Sum will be increased by this Change Order \$ 1,866.00
The new Contract Sum including this Change Order will be \$ 495,993.00
The Contract Time will be (increased) (decreased) (unchanged) by unchanged
The Date of Substantial Completion as of the date of this Change Order therefore is April 20, 2005

Contractor: Tri-Span, Inc.

Owner: Victor Valley Community College District

591 West Explorer Street
Address
Brea, CA 92821

18422 Bear Valley Road
Address
Victorville, CA 92395

By:

Date:

MAY 10, 2005

ADMINISTRATIVE SERVICES

TOPIC: CHANGE ORDER #3 – TRI SPAN, INC.

TO THE SUPERINTENDENT/PRESIDENT:


Changes to the contract for asbestos abatement in the liberal arts building have been requested by the district as follows: 1) new ductwork has proven to be an unnecessary; and 2) addition of a wall extension to allow creation of a new math lab have resulted in a net savings to the district of \$5,316.00.

Fiscal impact: Cost reduction of \$5,316

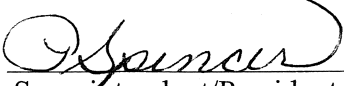
RECOMMENDATION:

It is recommended the Board of Trustees approve change order #3 to the agreement with Tri Span, Inc. for asbestos abatement in the Liberal Arts building for a savings in the amount of \$5,316.

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

Change Order

Initiation Date: April 15, 2005 Change Order Number: 3

Project: Liberal Arts Asbestos Abatement & Reconstruction

Contract Date: November 9, 2004

To (Contractor): Tri-Span, Inc.

Address: 591 W. Explorer Street, Brea, CA 92821

You are directed to make the following changes in this Contract:

Apply a credit to our contract in the total of \$9,006.00 for the deletion of new ductwork insulation in the Liberal Arts Building Project.

Build a wall extension on the back half of the existing cabinets for the quoted price of \$3,690.00

\$9,006.00
\$3,690.00
\$5,316.00 - Total Credit

Not valid until signed by the Owner. Signature of the Contractor indicates his/her agreement herewith, including any adjustment in the Contract Sum or Contract Time.

The original Contract Sum was \$ 458,454.00
Net change by previously authorized Change Orders \$ 37,539.00
The Contract Sum prior to this Change Order was \$ 495,993.00
The Contract Sum will be decreased by this Change Order \$ 5,316.00
The new Contract Sum including this Change Order will be \$ 490,677.00
The Contract Time will be (increased) (decreased) (unchanged) by unchanged
The Date of Substantial Completion as of the date of this Change Order therefore is April 20, 2005

Contractor: Tri-Span, Inc.

Owner: Victor Valley Community College District

591 West Explorer Street
Address
Brea, CA 92821

18422 Bear Valley Road
Address
Victorville, CA 92395

By:

Date:

TOPIC: NOTICE OF COMPLETION – TRI SPAN, INC.

TO THE SUPERINTENDENT/PRESIDENT:

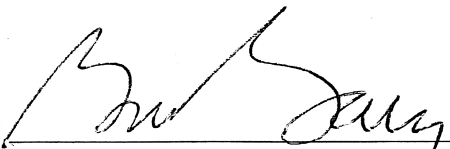
Tri Span, Inc. has completed the asbestos abatement and reconstruction of the Liberal Arts Building. The general conditions contained in the construction agreement state the final payment of ten percent (10%) of the value of the work done under the contract, if unencumbered, shall be made thirty-five (35) days after acceptance of work by the district. Acceptance can only be made by an action of the governing board or by an administrator for the district specifically authorized by the board, in a public meeting, to accept the work under the contract as complete.

Fiscal impact: There is no cost to file a notice of completion.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the Notice of Completion with Tri-Span, Inc.

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 _____

RECORDING REQUESTED BY
Victor Valley Community College District
AND WHEN RECORDED MAIL TO

NAME Facilities Construction
STREET ADDRESS 18422 Bear Valley Road
CITY Victorville
STATE California
ZIP 92395

SPACE ABOVE THIS LINE FOR RECORDER'S USE

NOTICE OF COMPLETION

Notice pursuant to Civil Code Section 3093, must be filed within 10 days after completion. (See reverse side for complete requirements.)
Notice is hereby given that:

- The undersigned is owner or corporate officer of the owner of the interest or estate stated below in the property hereinafter described:
- The full name of the owner is VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
- The full address of the owner is 18422 Bear Valley Road; Victorville, California 92395
- The nature of the interest or estate of the owner is: In fee.
****in fee****

(If other than Fee, strike "In fee" and insert, for example, "purchaser under contract of purchase," or "Lessee")

- The full names and full addresses of all persons, if any, who hold title with the undersigned as joint tenants or as tenants in common are:

NAMES	ADDRESSES
NONE	

- The full names and full addresses of the predecessors in interest of the undersigned, if the property was transferred subsequent to the commencement of the work or improvements herein referred to:

NAMES	ADDRESSES
NONE	

- A work of improvement on the property hereinafter described was completed on May 9, 2005. The work done was:
Asbestos Abatement & Reconstruction - Liberal Arts Building

- The names of the contractor, if any, for such work of improvement was Tri-Span, Inc.
591 West Explorer Street; Brea, California 92821

(If no contractor for work of improvement as a whole, insert "None")

(Date of Contract)

- The property on which said work of improvement was completed is in the City of Victorville,
County of San Bernardino, State of Calif and is described as follows: 482.022.06

- The street address of said property is 18422 Bear Valley Road

(If no street address has been officially assigned, insert "none".)

Dated May 9, 2005

Stephen R. Garcia
(Signature of Owner or corporate officer of Owner named in paragraph 2, or his agent)

Stephen R. Garcia, Director Maintenance & Operations

VERIFICATION

I, the undersigned, say: I am the Vice President the declarant of the foregoing Notice of Completion;
(President of, Manager of, Partner of, Owner of, etc.)

I have read said Notice of Completion and know the contents thereof; the same is true to my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, _____ at Victorville, California.

(Personal signature of the individual who is swearing that the contents of the Notice of Completion are true)



ADMINISTRATIVE SERVICES

MAY 10, 2005

TOPIC: BID EXTENSION – G.W. REED PRINTING OF CLASS SCHEDULES AND CATALOGUES

TO THE SUPERINTENDENT/PRESIDENT:

The District wishes to extend the Class Schedule bid for another year. Item 8, Renegotiation Option, of the bid document reserves the option to renew for additional one-year periods. This is the final extension allowed per this bid. All original terms of the bid would remain, with no increase other than paper prices and/or labor costs. Below are the estimated costs based on number of pages of schedules and catalogues from the previous year.

Summer Schedule	\$17,500 + tax
Fall Schedule	\$22,000 + tax
Winter/Spring Schedule	\$40,200 + tax
Catalogues	\$10,000 + tax

Fiscal Impact: Budgeted item, estimate not to exceed \$96,652

RECOMMENDATION:

It is recommended the Board of Trustees approve exercising the option to extend the G.W. Reed bid acceptance for the final year of 2005-2006.

REFERENCE FOR AGENDA: NO

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 _____

RECEIVED

MAY - 7 2002

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT

18422 Bear Valley Road
Victorville, CA 92392

To: Victor Valley Community College District
Board of Trustees
18422 Bear Valley Road
Victorville, California 92392

Period Covered: Fall 2002, Spring 2003, and Summer 2003

F
Fall 2005³₄ Summer 06
INSTRUCTIONS AND GENERAL CONDITIONS

1. PREPARATION OF BID FORM

The District invites bids to be submitted to the office of Vice President for Administrative Services no later than 10:00 a.m., May 13, 2002. Post office date stamp will not suffice. All blanks in the Bid Form must be appropriately filled in. Bidders shall include in the bid a sum to cover the cost of delivery. All bids must be submitted in sealed envelopes bearing on the outside the name of the bidder and his address. "Printing of Class Schedules" must be in the lower right hand corner on the outside of the envelope. It is the sole responsibility of the bidder to see that the bid is received in proper time. Any bid received after the scheduled closing time for receipt of bids will be returned to the bidder unopened.

2. SIGNATURE

The bid must be signed in the name of the bidder, and must bear the signature in longhand of the person or persons duly authorized to sign the bid. **Failure to sign will result** in automatic disqualification.

3. ERASURES

The bid submitted must not contain any erasures, interlineations, or other corrections unless each such correction is suitably authenticated by affixing in the margin immediately opposite the correction the surname or surnames of the person or persons signing the bid.

4. EXAMINATION OF BID DOCUMENTS

Bidders shall thoroughly examine and be familiar with specifications. The failure or omission of any bidder to receive or examine any bid documents, form, instrument, addendum, or other document there existing shall in no way relieve any bidder from obligations with respect to his bid or to the contract. The submission of a bid shall be taken as prima facie evidence of compliance with this section.

5. WITHDRAWAL OF BIDS

Any bidder may withdraw his/her bid either personally, by written request, or by telegraphic request confirmed in writing by a duly authorized representative at any time prior to the scheduled closing time for receipt of bids. If a bid is withdrawn in person by a bidder or a representative of the bidder, the person withdrawing the bid will be required to sign a receipt for the bid. No bidder may withdraw his/her bid for a period of sixty (60) days after the date set for the opening thereof.

6. OPENING OF BIDS

Bids will be opened and read in Admin Room 6 in the Administration Building at:

18422 Bear Valley Road on Monday, May 13, 2002, at 10:00 a.m.

7. AWARD OF CONTRACT

The District reserves the right to reject any or all bids, and to be the sole judge of the merit and qualifications of products offered and may accept whatever bid, or combination of bids, deemed to be in the best interest of the District.

8. RENEGOTIATION OPTION

The Vice President of Administrative Services may reserve the option to renew for additional one-year periods not to exceed three (3) additional years at the same prices plus allowance for Vendor's increased cost of materials and/or labor (proof of cost increases must be furnished by Vendor).

9. SPECIFICATIONS

Fall 2002 Schedule - 132 pages plus cover
Spring 2003 Schedule - 132 pages plus cover
Summer 2003 Schedule - 76 pages plus cover

Please quote on each schedule separately. The total of three quotes will determine the choice of one Vendor if in the District's best interest.

The following specifications apply to all three publications:

- Format: Book, trim approximately 8.25" x 10.25"
- Quantity: 120,000 pieces each publication
- Text: 30# newsprint, transparency and overlay(s) provided 4 over 1, black and one color (PMS), provided camera ready
- Cover: 50# (see copy enclosed)
- Binding: Stitched on spine
- Packing: Must be bundled and tied in 50's
- Mailing: Bundles must be marked for mailing. Current mailing specs will be provided to the Vendor by Victor Valley College
- Delivery: Freight will be paid by the Vendor. Vendor will deliver 99,000 marked and bundled schedules to the Victorville Post Office, 16333 Green Tree Blvd, Victorville. The remaining schedules along with art the text will be delivered to Victor Valley College, Receiving Department, 18422 Bear Valley Road, Victorville, CA 92392. Receiving hours 7:30 a.m.-3:30 p.m., Monday through Friday. (Same day delivery for Post Office and College). Production calendars for each of the schedules will be available at the time the purchase orders are issued.
- TURNAROUND TIME

Eight (8) working days, **FIRM**. Delays in delivery could result in cancellation of contract. No additional charges for changes in copy will be allowed unless authorized in advance by the Vice President of Administrative Services, in agreement with the Student Learning Office.

REMINDER: Should delivery not be made by the date indicated on the production calendar or revised in writing by the Student Learning Office and agreed to by Vendor, or should schedules not be printed or bundled in a manner acceptable to the District, Vendor will be charged a pro-rated penalty of 10 percent of the total cost of the project for each day of delay in the delivery and acceptance of the schedules.

10. QUALITY OF WORK

Actual samples of the Victor Valley College class schedules are included in these bid documents for review by bidders. The schedules are being made available to the bidders as examples of the quality expected by Vendors submitting bids. It shall be understood that Vendors submitting bids will meet or exceed the quality demonstrated in these examples.

The College will decide as to the acceptability of the finished work. Work rejected because of low quality or failure to adhere precisely to specifications will be corrected at the bidder's expense. The College expects excellent craftsmanship.

The bidder/vendor must provide adequate supervision over the quality of printing. The college has the option of inspecting the bidders plant facilities prior to the awarding of the contract to ensure that the bidder can meet all bid specifications. The bidder must be an established print shop business; no brokers will be considered for bid award.

11. FAULTY COPIES

The College will hold the Vendor responsible for copies determined unacceptable by the College to the extent of replacement or prorata deduction from final payment, whichever the College shall determine.

12. DEFAULT

In case of default by the Vendor, the District may procure the material or services from other sources and may deduct the excess costs from any unpaid balance due the vendor, and the prices so paid shall be considered the prevailing market price at the time such purchase is made.

13. HOLD HARMLESS

The Vendor shall hold harmless and indemnify the Victor Valley Community College District, its officers, agents, servants, and employees from every claim, demand or liability of any nature or kind whatsoever, on account of use by the manufacturer or agent, or any secret process, patented or unpatented invention, article or appliance furnished or used under this bid.

14. NO WAIVER

The failure of the District in any one or more instances to insist upon strict performance of any of the terms of this contract or to exercise any option herein conferred shall not be construed as a waiver or relinquishment to any extent the right to assert or rely upon any such terms or option on any future occasion.

15. BIDDER NOTICE

Before submitting a bid, bidders shall fully inform themselves as to all existing conditions and limitations, and shall insure that total costs are reflected in the bid. No allowance will be made because of lack of such examination and/or knowledge.

16. ADDENDA OR BULLETINS

Any addenda or bulletins issued by the District during the time of bidding or forming a part of the documents issued to the bidder for the preparation of the bid shall be covered in the bid and shall be made a part of the bid.

17. PAYMENT BY DISTRICT

Payment will be processed on submission of invoice. Vendor should be aware that the School Claims Division of the San Bernardino County Schools office governs payment by the District. All documents required by the District will be submitted prior to a purchase order being issued. The District payment will be on completed shipments only, and applicable discounts will be subtracted from invoiced amounts. The District will make payment within thirty (30) days of the delivery of the printed materials and the proper submittal of invoices by the Vendor.

18. INSURANCE REQUIREMENT

The bidder warrants that it shall procure and maintain in full force and affect a policy or policies of insurance in accordance with the following requirements:

- A. Comprehensive General Liability Insurance for bodily injury and property damage, including accidental death, in an amount not less than \$1,000,000.
- B. Contractual liability insurance in an amount not less than \$1,000,000.
- C. Worker compensation insurance per statutory limits.

Special hazards shall be covered by rider or riders to the above mentioned liability insurance policy or policies, or by special policies of insurance as follows:

Automotive and truck where operated in amounts as above. Material hoist where used, in amounts as above.

19. INSPECTION AND ACCEPTANCE

All items provided under this bid shall meet or exceed the bid specifications. Inspection and acceptance of all items shall be at destination. Items found to be defective or not in accordance with the bid specifications shall be replaced by the bidder at no cost to the District. Failure to replace said items shall be considered sufficient cause for default action under the DEFAULT provision of the Agreement.

20. DEFAULT

In the event a bidder to whom a contract is awarded fails to perform in accordance with the terms and conditions of this bid, the District reserves the right to cancel outstanding orders and award to the next low responsible bidder without benefit of further bid.

21. ANTI-DISCRIMINATION

It is the policy of Victor Valley Community College District that in connection with all work or services performed for the District, there be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age or marital status, and therefore, the bidder agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment Practice Act beginning the Labor Code Sections 1410 and 1735.

22. ASSIGNMENT OF THE AGREEMENT

No agreement awarded under this bid shall be assigned without the prior written approval of the District.

23. BIDDER'S REFERENCES TO BE SUBMITTED

Each bidder is required to submit references with his/her bid. References may consist of either three (3) letters of reference from customers or a listing of a minimum of three (3) customers, including the firm name, address, phone number, fax number, and name of a person to contact. The references should include at least one school or college reference.

24. DISTRICT AGREEMENT

After award of the bid, the Vendor and District will complete a District Agreement concerning printing of the class schedules. The agreement will indicate requirements of the bid and will state the production calendar and specifications.

Any questions regarding this bid should be directed to the Victor Valley College Purchasing Department, Mike Davis (760) 245-4271, extension 2451, Fax (760) 245-9744.

25. ON-CAMPUS ASSISTANCE

It is in the best interest of the College that after being awarded the contract, the successful bidder shall have a company representative visit the College on a reasonable request. This is for the sole purpose of acting as a consultant should assistance be needed. Failure to comply with a personal representative to aid the College may be cause for the termination of the contract.

26. BID EVALUATION AND AWARD

The District will award each bid category to the lowest responsive responsible bidder. The District reserves the right to consider the references submitted by each bidder, the bidder's geographic location, subsequent probability of the bidder's meeting the required delivery and turnaround schedules, and the bidder's statement of its quality control procedures when evaluating the bidder's acceptability.

27. DRUG FREE WORKPLACE CERTIFICATE

In accordance with California Government Code Section 8350 et seq., the Drug Free Workplace Act of 1990, the successful bidder will be required to execute a Drug Free Workplace Certificate concurrently with execution of the Agreement. The successful bidder will be required to implement and take the affirmative measures outlined in the Drug Free Workplace Certificate and in California Government Code Section 8350 et seq. Failure of the successful bidder to comply with the measures outlined in the Drug Free Workplace Certificate and in California Government Code Section 8350 et seq. may result in penalties including, without limitation, the termination of Agreement, the suspension of any payment of the contract price otherwise due under the contract documents, and/or debarment of the successful bidder.

28. BIDDERS INTEREST IN MORE THAN ONE PROPOSAL: NON-COLLUSION AFFIDAVIT

No person, firm or corporation shall be allowed to make, or file, or be interested in more than one proposal for the same work unless alternate bids are specifically requested. A person, firm, or corporation that has submitted a sub-proposal to a bidder, is not thereby disqualified from submitting a sub-proposal or quoting prices to other bidders or making a prime proposal. An Affidavit of Non-collusion form is included with the proposals package and must be signed under the penalty of perjury, dated and submitted with the bid.

The District deserves the right to reject any and all bids, or to waive any irregularities or informalities in any bid or in the bidding and to not necessarily accept the lowest bid of any offered if it be in the best interest of the District.

29. RESPONSIVE BIDDER

A responsive bidder shall mean a bidder who has submitted a proposal, which conforms in all material respects with the bid documents and specifications.

30. RESPONSIBLE BIDDER

A responsible bidder shall mean a bidder who has the capability in all respects, to perform fully the requirements of the contract documents and the moral and business integrity and

reliability, which will assure good faith performance. In determining responsibility, the following criteria will be considered: (a) the ability, capacity, and skill of the bidder to perform the work of the contract documents; (b) whether the bidder can perform the work of the contract documents promptly without delay or interference; (c) the character, integrity, reputation, judgment, experience, and efficiency of the bidder; (d) the quality of performance of the bidder on previous contracts. The purpose of the above is to enable District, in its opinion, to select the proposal, which is in the best interests of District.

31. MODIFICATIONS

Changes in or additions to the bid form, alternative proposals, or any other modifications of the form which is not specifically called for in the bid documents may result in the District's rejection of the proposal as not being responsive to the invitation to bid. No oral or telephonic modifications of any proposal submitted will be considered.

32. INTERPRETATION OF SPECIFICATIONS AND CONTRACT DOCUMENTS

If any person contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the specifications or other contract documents, finds discrepancies, errors or omissions therein, or finds variances in any of the contract documents with applicable rules, regulations, ordinances, and/or laws, he/she may submit to District Purchasing Department a written request for interpretation or correction thereof, and date of bid opening shall be deemed to be a waiver of any discrepancy, defect, or conflict therein.

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT

BID SHEET

120M + Mail

- 132 Bid Item #1 Fall 2002 Class Schedule
Estimated Due Date 5/27/02 \$ 23,600.00
- 132 Bid Item #2 Spring 2003 Class Schedule
Estimated Due Date 11/4/02 \$ 23,600.00
- 76 Bid Item #3 Summer 2003 Class Schedule
Estimated Due Date 4/14/2003 \$ 16,280.00

Bidder: G.W. Reed Printing, Inc.

Address: 4071 Greystone Dr.

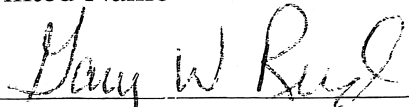
Ontario, CA 91761

Phone: (909) 947-0599

Fax: (909) 947-5346

By: Gary Reed

Printed Name


Authorized Signature

Owner

Title

CUSTOMER REFERENCE LIST

CUSTOMER NAME/ADDRESS	CONTACT	PHONE/FAX NUMBER	
Cal State Fullerton Extention Programs and Mkt. 2600 Nutwood Ave., Suite 425 Fullerton, CA 92831	Aly Hudspeth	phone (714)278-5946 Fax (714)278-5445	
L.A. City College Administrative Services 855 North Vermont Ave. Los Angeles, CA 90029	John Simpson	phone(323)953-4000 Fax (323)953-9431	# 2650
U.C.R. Extention 1200 University Ave. Riverside, CA 92507	Clyde	phone(909)386-3806 Fax (909)787-7374	# 1629
Victor Valley Comm. College 18422 Bear Valley Rd. Victorville, CA 92392	Michael Davis	Phone(760)257-4271	

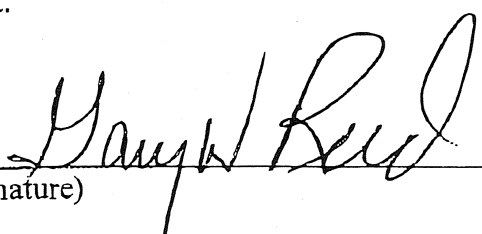
**NON-COLLUSION AFFIDAVIT TO BE EXECUTED
BY BIDDER AND SUBMITTED WITH BID PROPOSAL**

Gary W. Reed, being first duly sworn,
deposes and says that he/she is (title)
President of (Bidder's name)
G.W. Reed Printing, Inc. the

party making the foregoing Bid Proposal. In connection with the foregoing Bid Proposal, the undersigned declares, states, and certifies that: (1) the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, association, organization, corporation, or company; (2) the Bid Proposal is genuine and not collusive or sham; (3) the Bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any other bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; (4) the Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Bidder or that of any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract or of anyone interested in the proposed contract; (5) all statements contained in the Bid Proposal are true; and, (6) the Bidder has not, directly or indirectly, submitted his/her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any person, corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I certify (or declare) under penalty of perjury under the laws of the state of California that the foregoing is true and correct.

5/9/02
(Date)


(Signature)

ADMINISTRATIVE SERVICES

MAY 10, 2005

TOPIC: SUBORDINATION REQUEST RELATING TO THE PROPOSED HESPERIA
COMMUNITY REDEVELOPMENT AGENCY 2005 TAX ALLOCATION
BONDS, SERIES A (REFINANCING AND REDEVELOPMENT PROJECTS)

TO THE SUPERINTENDENT/PRESIDENT:

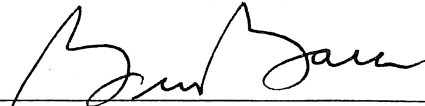
The district wishes to adopt a resolution agreeing to the subordination of Statutory Pass-through payments that the Agency is required to pay the district in connection with Redevelopment Project Area No. 1 to the Agency's payment obligations for the Redevelopment Project No. 1 Share.

Fiscal Impact: none

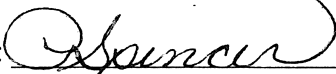
RECOMMENDATION:

It is recommended the Board of Trustees adopt the resolution as requested by the City of Hesperia for subordination of statutory pass-through payments.

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 _____

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

Authorizing the district to approve the subordination of the Agency's obligation to pay Statutory Pass-through Payments to the District in connection with the Agency's Hesperia Redevelopment Project, to the Agency's payment obligations for the Redevelopment Project No. 1. Share.

WHEREAS, a request has been received from the City of Hesperia on behalf of the Hesperia Community Redevelopment Agency; and

WHEREAS, the Agency may, with a taxing entity's approval, subordinate amounts (payable from tax increments of a redevelopment project area) that the Agency is required to pay such taxing entity pursuant to Section 33067.5 of the Code (the "Statutory Pass-through Payments") to bonds issued by the Agency for the same project area; and

WHEREAS, the Agency can reasonably expect to have sufficient funds to pay both debt service on the Redevelopment Project No. 1 Share and all of the Agency's Statutory Pass-through Payments owed to the various affected taxing entities for Redevelopment Project Area No. 1,

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Victor Valley Community College District that the Victor Valley community College District hereby agrees to the subordination of Statutory Pass-through Payments that the Agency is required to pay the District in connection with Redevelopment Project Area No. 1 to the Agency's payment obligations for the Redevelopment Project No. 1 Share.

I hereby certify that the foregoing is a true and correct copy of the resolution duly and regularly adopted by the Board of Trustees of the Victor Valley Community College District at a meeting thereof held on the 10th day of May, 2005 and that the same now appears of record in office.

In witness thereof, I have hereunto set my hand this 10th day of May, 2005.

President of the Board of Trustees

Date

Attest: _____
Clerk of the Board of Trustees

Date

MAY 10, 2005

HUMAN RESOURCES

TOPIC: AGREEMENT, NORMAN A. TRAUB ASSOCIATES

TO THE SUPERINTENDENT/PRESIDENT:

The district wishes to increase the amount budgeted for the agreement with Norman A. Traub Associates to provide an assessment of the campus Police Department and investigation of discrimination and/or harassment complaints and to provide testimony at personnel hearings, executive sessions, depositions, or court proceedings in connection with these duties. The board approved expenditures of \$6,000 on January 13, 2005, and \$15,000 on March 8, 2005. The district is requesting approval of additional expenditures of \$18,000.

Fiscal impact: Fund 01 budgeted item, not to exceed \$39,000

RECOMMENDATION:

It is recommended the Board of Trustees approve the revised agreement and increase the expenditures for Norman A. Traub Associates not to exceed \$39,000.

REFERENCE FOR AGENDA: YES

Signed: William S. ...
Director, 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 _____

AGREEMENT FOR PROFESSIONAL SERVICES

Victor Valley College (hereinafter referred to as COLLEGE) and Norman A. Traub Associates, Private Investigators License No. PI21509 (hereinafter referred to as CONSULTANT) in consideration of the mutual promises made herein, agree as follows:

Scope of Employment of Associates

1. COLLEGE hereby employs CONSULTANT and CONSULTANT accepts employment as internal affairs investigators.
2. CONSULTANT shall appear and provide testimony at any personnel hearing, executive session, deposition or court proceeding in connection with these duties.

Term

3. The term of employment hereunder shall be on an as need basis for a period determined by the COLLEGE beginning upon the execution of this agreement.

Reporting

4. CONSULTANT shall report to the Director of Human Resources..

Compensation

5. COLLEGE shall compensate CONSULTANT at an hourly rate of \$120. The rate includes all of the following expenses connected to the services provided by the CONSULTANT: mileage, supplies, clerical, supplies, telephone calls, computer time and usage. The COLLEGE shall reimburse the CONSULTANT for transcription services. Compensation for testimony before the COLLEGE BOARD, Executive Committee, Personnel Board, Workers Compensation Appeals Board, depositions and court appearances shall be at an hourly rate of \$250.00 with a minimum of four hours plus expenses.

Payment

6. CONSULTANT shall be paid monthly the fees described in paragraph 5 above. Payment will be due within 30 days after the date of the monthly invoice.

Performance by Consultant

7. During the term of this agreement, CONSULTANT shall perform the duties, responsibilities and tasks under this agreement as assigned by the COLLEGE in a competent, professional and prompt manner.

Conflict of Interest

8. During the term of this contract and for a period of six months thereafter, CONSULTANT shall not, directly or indirectly, engage or participate in any activity that conflicts with the duties of this contract.

Assignment

9. The investigation may be assigned to an Associate of the CONSULTANT with approval of the COLLEGE

Termination

10. The COLLEGE or CONSULTANT may terminate this agreement and the employment hereunder at any time upon ten (10) days written notice to the other. In the event of termination under this contract, COLLEGE'S obligations to CONSULTANT shall cease except for any uncompensated services.

Notice

- 11 Any notices to be given hereunder by either party to the other shall be in writing and may be transmitted by personal delivery or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the COLLEGE and to CONSULTANT at 5409 Via Fonte, Yorba Linda, Ca 92886-5006. Each party may change that address by written notice in accordance with this section. Notices delivered personally shall be deemed communicated as of the date of actual receipt; mailed notices shall be deemed communicated as of two (2) days following the date of mailing.

Employee Status

12. This agreement and CONSULTANT employment by the COLLEGE shall not be deemed to create any rights as a regular employee of the COLLEGE under any provision of the COLLEGE'S Personnel Rules and Regulations or any Memorandum of Understanding. In fact, CONSULTANT is an independent contractor and not an employee of the COLLEGE. No employee benefits shall be available, paid or accrued to CONSULTANT during the term of this agreement. Further, COLLEGE shall retain the obligation to pay income and self-employment taxes on compensation received from COLLEGE In addition, the COLLEGE shall not be liable for compensation or indemnification for any injury or sickness or stress arising out of the performance of this contract.

Associates Indemnity

13. In the event CONSULTANT is named as a defendant in a civil action because of any act or commission or statement performed in the course and scope of his duties hereunder, the COLLEGE shall indemnify the CONSULTANT and assume court costs and liability. This provision excludes indemnification for acts of willful misconduct. CONSULTANT indemnifies the DISTRICT for acts of willful misconduct or negligent by the CONSULTANT.

Media Relations

14. CONSULTANT shall not make any statement to the news media regarding any element of the information related to the services provided under this agreement.

Entire Agreement

15. This agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the employment of CONSULTANT by the COLLEGE and contains all of the covenants and conditions between the parties with respect to that employment in any manner whatsoever. Each party to this contract acknowledges that no representation, inducements, promises or contracts, orally or otherwise, have been made by any party which is not embodied herein, and that no other contracts, statements, or promises not contained in this contract shall be valid or binding on either party. Any modification of this contract will be effective only if it is in writing and signed by the party to the change.

Effect of Waiver

16. The failure of either party to insist on strict compliance with any terms, covenants, or conditions of this contract by the other party shall not be deemed a waiver of that term, covenant or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.

Partial Invalidity

17. If any provision in this contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

Authority to Contract

18. This agreement is made by the Director of Human Resources.

Law Governing Agreement

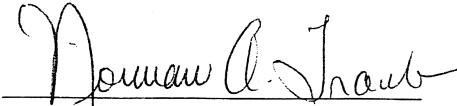
19. This contract shall be governed by and construed in accordance with the laws of the State of California.

Executed on February __, 2005, at Victorville, California

Bruce Baron
Vice President, Administrative Services
Victor Valley College

Norman A. Traub Associates
Private Investigation Services
License No. PI21509

By: 
Bruce Baron

By: 
Norman A. Traub, Owner/Operator

MAY 10, 2005

HUMAN RESOURCES

TOPIC: AGREEMENT, LIEBERT CASSIDY WHITMORE

TO THE SUPERINTENDENT/PRESIDENT:

The district wishes to increase the amount budgeted for the agreement with the law firm of Liebert Cassidy Whitmore to provide limited, specialized legal consultation. The board approved expenditures of \$150,000 on August 10, 2004. The district is requesting an additional \$30,000.

Fiscal impact: Fund 01 budgeted item, not to exceed \$180,000

RECOMMENDATION:

It is recommended the Board of Trustees increase the expenditures for the law firm of Liebert Cassidy Whitmore not to exceed \$180,000.

REFERENCE FOR AGENDA: YES

Signed: William K. ...
Director, 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 _____

AGREEMENT FOR SPECIAL SERVICES

This Agreement is entered into between the law firm of LIEBERT CASSIDY WHITMORE, A Professional Corporation (“Attorney”), and the VICTOR VALLEY COMMUNITY COLLEGE DISTRICT (“District”).

1. Conditions

This Agreement will not take effect, and Attorney will have no obligation to provide services, until District returns a properly signed and executed copy of this Agreement.

2. Attorney’s Services

Attorney agrees to provide District with consulting, representational and legal services pertaining to employment relations matters and school law matters, including representation in negotiations and in administrative and District proceedings, as requested by District or otherwise required by law.

3. Fees, Costs, Expenses

District agrees to pay Attorney the sums billed monthly for time spent by Attorney in providing the services, including reasonable travel time.

The range of hourly rates for Attorney time is from One Hundred Sixty to Two Hundred Sixty Dollars (\$160.00 - \$260.00), and from Ninety-Five to One Hundred Ten Dollars (\$95.00 - \$110.00) for time of paraprofessional staff. Attorney reviews its hourly rates on an annual basis and, if appropriate, adjusts them effective January 1. Attorneys and paraprofessional staff bill their time in minimum units of one-tenth of an hour. Communications advice (telephone, voice-mail, e-mail) is billed in a minimum increment of three-tenths (.30) of an hour.

District agrees to reimburse Attorney for necessary costs and expenses incurred by Attorney on behalf of District. Attorney bills photocopying charges at Fifteen Cents (\$.15) per page and facsimile charges at One Dollar (\$1.00) per page. A Public Agency Fee Schedule is attached to this Agreement.

Payment by District against monthly billings is due upon receipt of statements, and is considered delinquent if payment is not received within thirty (30) days of the date of the invoice.

The California Business & Professions code requires us to inform you whether we maintain errors and omissions insurance coverage applicable to the services to be rendered to you. We hereby confirm that the firm does maintain such insurance coverage.

4. Arbitration of Professional Liability or Other Claims

Disputes. If a dispute between District and Attorney arises over fees charged for services, the controversy will be submitted to binding arbitration in accordance with the rules of the California State Bar Fee Arbitration Program, set forth in California Business and Professions Code, sections 6200 through 6206. The arbitrator or arbitration panel shall have the authority to award to the prevailing party attorneys' fees, costs and interest incurred. Any arbitration award may be served by mail upon either side and personal service shall not be required.

If a dispute arises between District and Attorney over any other aspect of the attorney-client relationship, including, without limitation, a claim for breach of professional duty, that dispute will also be resolved by arbitration. It is understood that any dispute as to any alleged breach of professional duty (that is, as to whether any legal

services rendered under this agreement were allegedly unnecessary, unauthorized, omitted entirely, or were improperly, negligently or incompetently rendered) will be determined by submission to arbitration as provided by California law, and not by a lawsuit or resort to court process except as California law provides for judicial review of arbitration proceedings. **Both parties to this agreement, by entering into it, are giving up their constitutional right to have any such dispute decided in a court of law before a jury, and instead are accepting the use of arbitration.** Each party is to bear its own attorney's fees and costs.

5. File Retention

After our services conclude, Attorney will, upon District's request, deliver the file for the matter to District, along with any funds or property of District's in our possession. If District requests the file for the matter, Attorney will retain a copy of the file at the District's expense. If District does not request the file for this matter, we will retain it for a period of seven (7) years after this matter is closed. If District does not request delivery of the file for this matter before the end of the seven (7) year period, we will have no further obligation to retain the file and may, at our discretion, destroy it without further notice to District. At any point during the seven (7) year period, District may request delivery of the file.

6. Assignment

This Agreement is not assignable without the written consent of District.

7. Independent Contractor

It is understood and agreed that Attorney, while engaged in performing the terms of this Agreement, is an independent contractor and not an employee of District.

8. Authority

The signators to this Agreement represent that they hold the positions set forth below their signatures, and that they are authorized to execute this Agreement on behalf of their respective parties and to bind their respective parties hereto.


9. Term

This Agreement is effective July 1, 2004, ongoing and may be modified by mutual agreement of the parties. This agreement shall be terminable by either party upon thirty (30) days written notice.

LIEBERT CASSIDY WHITMORE,
A Professional Corporation

VICTOR VALLEY COMMUNITY
COLLEGE DISTRICT

By 

By 

Title Managing Partner/President

Title Vice President, Administrative Services

Date 1-13-05

Date January 25, 2005

I. PUBLIC AGENCY FEE SCHEDULE

(Hourly Rates)

Partners	\$225.00 - \$260.00
Of Counsel	\$225.00 - \$240.00
Associates	\$160.00 - \$210.00
Paraprofessionals	\$95.00 - \$110.00

II. COST SCHEDULE

1. Photocopies	\$0.15 per copy
2. Facsimile Transmittal	\$1.00 per page

6033 West Century Boulevard, Suite 500
Los Angeles, CA 90045
Tel: (310) 981-2000 • Fax (310) 337-0837

LIEBERT CASSIDY WHITMORE
A PROFESSIONAL LAW CORPORATION

153 Townsend Street, Suite 520
San Francisco, CA 94107
Tel: (415) 512-3000 • Fax (415) 856-0306

Office: Los Angeles
Direct Dial: (310) 981-2075
phessing@lcwlegal.com

January 21, 2005

Victor Valley Community College District
18422 Bear Valley Road
Victorville, CA 92395

Attn: Linda Cera
Human Resources

Re: Agreement for Special Services

Dear Ms. Cera:

Enclosed find a signed original Agreement for Special Services between Victor Valley Community College District and Liebert Cassidy Whitmore. Upon its full execution, please forward a copy of the contract to my attention at your earliest opportunity.

Thank you for your assistance in this matter.

Sincerely,

LIEBERT CASSIDY WHITMORE



Paul Hessing
Accounting Manager

RECEIVED
JAN 25 2005

MAY 10, 2005

HUMAN RESOURCES

TOPIC: AGREEMENT, LAW OFFICES OF DENNIS J. WALSH

TO THE SUPERINTENDENT/PRESIDENT:

The district wishes to increase the 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, and an additional \$50,000 on March 8, 2005. The district is requesting approval of additional expenditures of \$15,000.

Fiscal impact: Fund 01 budgeted item, not to exceed \$70,000

RECOMMENDATION:

It is recommended the Board of Trustees increase the expenditures for the Law Offices of Dennis J. Walsh not to exceed \$70,000.

REFERENCE FOR AGENDA: YES

Signed: William J. Gunkel
Director, Human Resources

TRANSMITTED TO THE BOARD WITH A FAVORABLE RECOMMENDATION:

Signed: R. Spencer
Superintendent/President

ACTION TAKEN BY THE BOARD:

MOTION _____

SECOND _____

Ayes ____ Noes ____

INFORMATION ONLY _____

RETAINER AGREEMENT

**LAW OFFICES OF DENNIS J. WALSH AND
VICTOR VALLEY COMMUNITY COLLEGE DISTRICT**

THIS AGREEMENT is entered into on the 14th day of September, 2004, by and between The Law Offices of Dennis J. Walsh, hereinafter referred to as "the Firm," and Victor Valley Community College District and its Board of Education, referred to hereinafter as "the District" and "the Board" respectively.

WHEREAS, the District, through its Board of Education, wishes to assure itself of the Firm's specialized legal advice and services in the field of labor relations, employment law and education law; and

WHEREAS, the Firm is prepared to enter into a Retainer Agreement pursuant to the provisions of the Education Code Section and is prepared to give the District and the Board the assurances they desire;

NOW, THEREFORE, in consideration of the promises and mutual agreements, and subject to the conditions as hereinafter set forth, the parties hereto agree as follows:

1. From and after the date of this Agreement, the Board agrees to retain the Firm for general legal advice, and the Firm agrees to discharge faithfully, diligently and to the best of its ability during the term hereof such specialized legal services relating to employment law, civil litigation, education law and labor relations matters as may be requested from time to time, including general advice and counseling in employment issues, representation in Educational Employment Relations Board matters, collective bargaining negotiations with various employee organizations, and representation in impasse procedures and grievance procedures.

In addition, the Board agrees that the Firm may be requested to render legal services with respect to matters other than those described above, and that in the event the Firm agrees to render such legal services, the Board shall compensate the Firm as provided in Paragraph 3 below.

2. The term of this Agreement shall commence on the date set forth above and shall continue for one year, and thereafter shall continue from year to year unless cancelled by either party hereto upon one week's notice.

3. As compensation in consideration for the performance of the foregoing services, the Board agrees to pay to the Firm, and the Firm agrees to accept from the Board, compensation at the follow rates: Dennis J. Walsh \$250.00 per hour; Associate Attorneys \$195.00 per hour, Paralegals \$125.00 per hour. In addition, the Firm shall be reimbursed for reasonable and necessary expenses and disbursements as follows: computerized legal research charges such as Westlaw, which are billed at cost; photocopy charges, which are billed at \$.25 per copy or cost if performed outside; fax charges, which are billed at \$1.00 per page; outside messenger charges, which are billed at cost when necessary; postage/Federal Express, which is billed at cost; retention of expert witnesses and court reporting services, which are billed at cost; and travel expenses, which are billed at \$.37 per mile for mileage and cost for all other travel expenses and any other expenses directly incurred on a reasonable basis which are related to and customary in fulfilling the duties of this position. The Board will reimburse the Firm for all such expenses and disbursements upon the presentation by the Firm of an itemized account of such expenditures.

4. It is understood that payment will be made for all time reasonably expended by attorneys and paralegals in the Firm, including familiarization, orientation and consultation time with the Board and its officials and staff; research and planning; travel in the city, or out of town when


necessary; conferences with employee groups or individuals representing them and with other public or private individuals or groups whose assistance, aid, or advice may be beneficial in fulfilling the Firm's duties to the District; reviewing proposals, correspondence, legal documents and other materials prepared on behalf of the Board and its agents and staff; and performing such other duties and functions as are normal and customary in the personnel and industrial relations field in handling such matters.

5. The Firm reserves the right to serve other clients with interests adverse to the District, providing such services do not conflict with the specific services agreed to be performed herein.

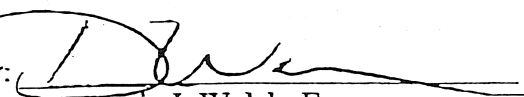
6. This Agreement may be modified only by a written agreement duly executed by each of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement this _____ day of _____, 2004.

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT

By: 

LAW OFFICES OF DENNIS J. WALSH, APC

By: 
Dennis J. Walsh, Esq.

HUMAN RESOURCES

MAY 10, 2005

TOPIC: CLASSIFIED BARGAINING UNIT REASSIGNMENT

TO: THE BOARD OF TRUSTEES

The superintendent/president has approved the reassignment of the following individual and requests that the board approve this reassignment as detailed below:

Mitchell Greene: reassignment to network manager from network engineer, effective on or after May 3, 2005. Mr. Greene will be "Y-rated" at Range 23, Step 6.

This reassignment was brought about by the fact that the network engineer position was abolished and Mr. Greene chose to exercise his right to bump into the position of network manager vacated by Kyle Rotte.

Fiscal Impact: Budgeted Item

RECOMMENDATION:

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

REFERENCE FOR AGENDA: NO

Signed WILLIAM SCHMIDT
Director of Human Resources

TRANSMITTED TO THE BOARD WITH A FAVORABLE RECOMMENDATION.

Signed Spencer
Superintendent/President

ACTION TAKEN BY THE BOARD:

MOTION _____

SECOND _____

Ayes ___ Noes ___

INFORMATION ONLY _____

MAY 10, 2005

HUMAN RESOURCES

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. Lisa Stanley, custodian, effective April 15, 2005.
- 2. Sharon Carpenter, Human Resources technician, effective July 6, 2005.

RECOMMENDATION:

The resignations listed above are included in the agenda for the board's information.

REFERENCE FOR AGENDA: Yes

Signed WILLIAM 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 ___X___

From: Lisa Stanley

4/15/05

TO: Victor Valley College,

I write this written resignation to Steve Gracia and the Victor Valley Human Resource Dept. I've resigned my position at Victor Valley College, to pursue educational career goals as of April 15, 2005.

Lisa Stanley
Lisa Stanley
4/15/05



April 25, 2005

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

Ms. Lisa Stanley
Victor Valley College
18422 Bear Valley Road
Victorville, CA 92395

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

Dear Ms. Stanley:

Your resignation from your position as custodian has been received by the district. Per board policy, your resignation has been accepted and will be effective April 15, 2005, as requested. Your resignation will be presented to the Board of Trustees on May 10, 2005.

We also want to recognize and thank you for the 3½ 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

April 22, 2005

Victor Valley Community College
Attn: Director of Human Resources
18422 Bear Valley Road
Victorville CA 92395

Dear Dr. Schmidt:

This is notification that I will retire from Victor Valley College effective July 6, 2005. My last official employment date will be July 5, 2005. It was a pleasure and a privilege to work at Victor Valley College, and I especially enjoyed working with everyone in the Human Resources office over the last 8 years. My best regards to all—I will truly miss being a “co-worker.”

Sincerely,



Sharon L. Carpenter



April 25, 2005

VICTOR VALLEY COLLEGE

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

Ms. Sharon L. Carpenter
Victor Valley College
18422 Bear Valley Road
Victorville, Ca 92392

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

Dear Ms. Carpenter:

Your letter of resignation for retirement purposes submitted from your position as human resources technician has been received by the district. Per board policy, your resignation has been accepted and will be effective July 6, 2005, as requested. Your letter of resignation will be presented to the Board of Trustees on May 10, 2005.

We also want to recognize and thank you for the 8 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

HUMAN RESOURCES

MAY 10, 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 Memorandums of Understanding:

- 1. Eileen Do: change of working hours as listed
- 2. Eagle Scout Project: curb painting for community improvement project

RECOMMENDATION:

The MOUs listed above are included for the board's information.

REFERENCE FOR AGENDA: Yes

Signed WILLIAM SCHEIDT
 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 in Work Hours Eileen Do

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, the affected employee and the District desire to change the working days of Eileen Do, MIS

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

CSEA will agree to the following change in working days for Eileen Do effective with the signing of this document.

Old Hours: Monday through Friday, 8:30 a.m. to 5:00 p.m.

New Hours: Monday through Friday, 9:00 a.m. to 5:30 p.m.

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

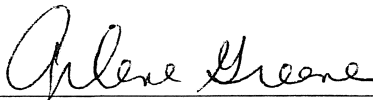
Date: 4.7.05



William Schmidt
Human Resources Director

For CSEA

Date: 4/11/05



Arlene Greene
President CSEA Chapter 584

MEMORANDUM OF UNDERSTANDING

Eagle Scout Project

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, Dan Tran is an Eagle Scout desiring to perform a community improvement project;
and

WHEREAS, Dan Tran has identified that the red curbs near the college entrances are in need of repainting; and

WHEREAS, such painting would improve the college appearance; and

WHEREAS, Dan Tran wishes to accomplish his Eagle Scout project by organizing a group of approximately thirty scouts who are either VVC students or local high school students to repaint the curbs; and

WHEREAS, the project would be scheduled one weekday in June or July 2005 and would be four to six hours in duration; and

WHEREAS, supervision will be provided by parents; and

WHEREAS, the project has been approved in advance by the Director of Maintenance & Operations; and

WHEREAS, a unit member will monitor the set-up and tear-down of materials to ensure proper clean-up and safety of project; and

WHEREAS, paint and other materials will be donated;

NOW, THEREFORE, the District and CSEA agree that the proposed Eagle Scout project may proceed.

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 agreement 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.

Date: 4.7.05

William Schmidt
William Schmidt
Human Resources Director

Date: 4/11/05

Arlene Greene
Arlene Greene
President CSEA Chapter 584

ADMINISTRATIVE SERVICES

MAY 10, 2005

TOPIC: MONTHLY FINANCIAL STATEMENTS

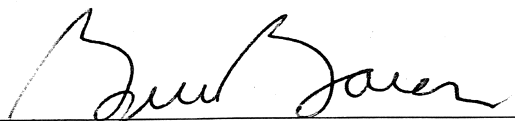
TO THE SUPERINTENDENT/PRESIDENT:

Financial reports are being presented for the period ending March 31, 2005 for the General Fund (01); Debt Service (29); Capital Outlay Projects Fund (71); Child Development Center Fund (72); Student Center Fee Fund (73); Health Trust Fund (75); Self-Insurance Trust Fund (78); Rams Bookstore, Auxiliary Services, and ASB Funds; and Federal/State Grant Fund.

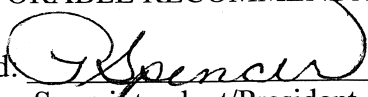
RECOMMENDATION:

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
 May 10, 2005

GENERAL FUND 01	Budget	Actual	Budget Remaining	Percentage Remaining
Revenues				
Federal	\$1,689,747	\$755,418	\$934,329	55.29%
State	\$24,787,230	\$22,816,371	\$1,970,859	7.95%
Local	\$16,859,436	\$7,861,862	\$8,997,574	53.37%
Transfers In	\$0	\$0	\$0	0.00%
Total Revenues	\$43,336,413	\$31,433,651	\$11,902,762	27.47%
Expenditures				
Academic Salaries	\$16,859,093	\$11,491,745	\$5,367,348	31.84%
Classified Salaries	\$9,917,462	\$6,871,347	\$3,046,115	30.71%
Benefits	\$6,986,892	\$5,082,169	\$1,904,723	27.26%
Supplies	\$1,187,203	\$627,371	\$559,832	47.16%
Operating Expenses	\$5,773,320	\$3,641,162	\$2,132,158	36.93%
Capital Outlay	\$2,143,521	\$1,579,265	\$564,256	26.32%
Transfers	\$0	\$1,280	(\$1,280)	0.00%
Total Expenditures	\$42,867,491	\$29,294,339	\$13,573,152	31.66%
Revenues/(Expenditures)	\$468,922	\$2,139,312		
Fund Balance 7/1/04	\$1,647,531	\$1,647,531		
Estimated Fund Balance 03/31/05	\$2,116,453	\$3,786,843		

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DEBT SERVICE PAYMNT FUND 29	Budget	Actual	Budget Remaining	Percentage Remaining
Revenues				
Local Revenues	\$2,513,000	\$1,785,852	\$727,148	28.94%
Transfers In	\$0		\$0	
Total Revenues	\$2,513,000	\$1,785,852	\$727,148	28.94%
Expenditures				
Debt Service Payments	\$2,596,266	\$282,432	\$2,313,834	89.12%
Total Expenditures	\$2,596,266	\$282,432	\$2,313,834	
Revenues Less Expenditures	(\$83,266)	\$1,503,420		
Fund Balance 7/1/04	\$37,428,443	\$37,428,443		
Estimated Fund Balance 03/31/05	\$37,345,177	\$38,931,863		

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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	\$457,902	\$8,279,999	94.76%
Interfund Transfers	\$236,993	\$236,993	\$0	
Equipment	\$243,607	\$0	\$0	0.00%
Total Expenditures	\$9,218,501	\$695,179	\$8,279,715	89.82%
Revenues/(Expenditures)	(\$100,000)	(\$206,766)		
Fund Balance 7/1/04	\$868,630	\$868,630		
Estimated Fund Balance 3/31/05	\$768,630	\$661,864		

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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	\$15,989	\$4,511	22.00%
Transfers In	\$0	\$0	\$0	
Total Revenues	\$902,088	\$644,694	\$257,394	28.53%
Expenditures				
Academic Salaries	\$428,501	\$246,614	\$181,887	42.45%
Classified Sals	\$181,564	\$116,098	\$65,466	36.06%
Benefits	\$238,167	\$151,275	\$86,892	36.48%
Instructional Supplies	\$23,325	\$8,769	\$14,556	62.41%
Operating Expenses	\$30,531	\$28,509	\$2,022	6.62%
Reserve/Contingencies	\$0	\$0	\$0	0.00%
Building/Equipment	\$0	\$0	\$0	0.00%
Total Expenditures	\$902,088	\$551,265	\$350,823	38.89%
Revenues/(Expenditures)	\$0	\$93,429		
Fund Balance 7/1/04	\$11,969	\$11,969		
Estimated Fund Balance 03/31/05	\$11,969	\$105,398		

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STUDENT CENTER FEE FUND 73 May 10, 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 03/31/05	\$9,170	\$34,161		

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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	\$13,000	\$0	\$13,000	100.00%
Total Expenditures	\$13,000	\$0	\$13,000	
Revenues/(Expenditures)	\$100	\$4,853		
Fund Balance 7/1/04	\$69,494	\$69,494		
Estimated Fund Balance 03/31/05	\$69,594	\$74,347		

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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 3/31/05	\$266,628	\$261,479		

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RAMS BOOKSTORE	Budget	Actual	Budget Remaining	Percentage Remaining
Revenues	\$ 2,620,000	\$ 2,641,316	\$ (21,316)	-0.81%
Cost of Goods Sold	\$ 2,023,000	\$ 1,836,653	\$ 186,347	9.21%
Gross Margin from Local Revenues	\$ 597,000	\$ 804,663	\$ (207,663)	-34.78%
Total Other Income		\$4,490.00		
Total Revenues and Other Income	\$597,000	\$809,153		
Expenditures	\$ 597,000	\$ 423,955	\$ 173,045	28.99%
Revenues/(Expenditures)	\$ -	\$ 385,198		
Fund Balance 7/1/04	\$ 802,197	\$ 802,197		
Estimated Fund Balance 03/31/05	\$ 802,197	\$ 1,187,395		

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AUXILIARY SVCS	Budget	Actual	Budget Remaining	Percentage Remaining
Revenues	\$ 373,000	\$ 231,384	\$ 141,616	37.97%
Expenditures	\$ 470,000	\$ 322,832	\$ 147,168	31.31%
Revenues/(Expenditures)	\$ (97,000)	\$ (91,448)		
Fund Balance 7/1/04	\$ 268,505	\$ 268,505		
Estimated Fund Balance 03/31/05	\$ 171,505	\$ 177,057		

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ASB FUND	Budget	Actual Remaining	Budget Remaining	Percentage Remaining
Revenues	\$ 180,750	\$ 129,311	\$ 51,439	28.46%
Expenditures	\$ 180,750	\$ 86,810	\$ 93,940	51.97%
Revenues/(Expenditures)	\$ -	\$ 42,501		
Fund Balance 7/1/04	\$ 68,652	\$ 68,652		
Estimated Fund Balance 3/31/05	\$ 68,652	\$ 111,153		

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FEDERAL/STATE GRANT FUND	Budget	Actual	Budget Remaining	Percentage Remaining
Revenues				
PELL	\$8,176,000	\$8,856,123	(\$680,123)	-8.32%
SEOG	\$362,800	\$201,800	\$161,000	44.38%
Direct Loan	\$351,092	\$284,065	\$67,027	19.09%
Cal Grant	\$500,000	\$677,071	(\$177,071)	-35.41%
Total Revenues	\$9,389,892	\$10,019,059	(\$629,167)	-6.70%
Expenditures				
PELL	\$8,176,000	\$8,859,928	(\$683,928)	-8.37%
SEOG	\$362,800	\$201,800	\$161,000	44.38%
Direct Loan	\$351,092	\$284,065	\$67,027	19.09%
Cal Grant	\$500,000	\$677,399	(\$177,399)	-35.48%
Bank Charges	\$0	\$0	\$0	
Origination Fee	\$0	\$0	\$0	
Total Expenditures	\$9,389,892	\$10,023,192	(\$633,300)	-6.74%
Revenues/(Expenditures)	\$0	(\$4,133)		
Fund Balance 7/1/04	\$65,608	\$65,608		
Estimated Fund Balance 6/30/05	\$65,608	\$61,475		