



REGULAR MEETING OF THE BOARD OF TRUSTEES

Date: June 27, 2006

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

AGENDA

This meeting will be electronically recorded

CALL TO ORDER/ROLL CALL

2 p.m.

PLEDGE OF ALLEGIANCE

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

Information

PUBLIC COMMENTS RELATED TO AGENDA ITEMS ONLY
At this time, the Board of Trustees will listen to communication from the public on agenda items preceding closed session. Public comments are limited to three minutes per individual and a total of 15 minutes per topic. (Board Policy #2350)

6. BOARD OF TRUSTEES

- 6.1 Agreement – Law Offices of Dennis J. Walsh YES ___ NO ___
Ratification of the agreement with the Law Offices of Dennis J. Walsh for legal consulting services as indicated in the agreement. Fiscal Impact: Fund 01 budgeted item, not to exceed \$50,000.
- 6.2 Agreement – Andelson, Atkinson, Loya, Ruud & Romo YES ___ NO ___
Ratification of the agreement with Andelson, Atkins, Loya, Ruud & Romo for legal consulting services as indicated in the agreement. Fiscal Impact: Fund 01 budgeted item, not to exceed \$10,000.
- 6.3 Agreement – Burke, Williams and Sorensen, LLP YES ___ NO ___
Ratification of the agreement with Burke, Williams & Sorensen, LLP for general counsel services as indicated in the agreement. Fiscal Impact: Fund 01 budgeted item, not to exceed \$200,000
- 6.4 Agreement – Liebert Cassidy Whitmore YES ___ NO ___
Ratification of the agreement with Liebert Cassidy Whitmore for legal consulting services as indicated in the agreement. Fiscal Impact: Fund 01 budgeted item, not to exceed \$250,000.

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

PUBLIC COMMENTS

At this time, the Board of Trustees will listen to communication from the public on any Closed Session agenda item. Public comments are limited to three minutes per individual and a total of 15 minutes per topic. (Board Policy #2350)

1. CLOSED SESSION

- (a) **Government Code Section 54956.9(a): CONFERENCE WITH LEGAL COUNSEL — EXISTING LITIGATION:**
- (1) G.Henderson vs. Victor Valley Community College et al., San Bernardino County Superior Court case No. VCVVS 030263;
 - (2) N. Halisky and C. Halisky vs. Victor Valley Community College District et al., San Bernardino County Superior Court case No. VCVVS 026112;
 - (3) Warren et al., vs. Victor Valley Community College District et al., San Bernardino County Superior Court case No. VCVVS 037382
 - (4) Puckett vs. Victor Valley Community College District et al., San Bernardino County Superior Court case No. VCVVS 037295
 - (5) Puckett vs. Victor Valley Community College District et al., San Bernardino County Superior Court case No. VCVVS 036483
 - (6) CSEA vs. Victor Valley Community College District, Public Employment Relations Board Case No. LA-CE-4910-E
- (b) **CONFERENCE WITH LABOR NEGOTIATORS**
Agency designated representatives: Bill Schmidt, Willard Lewallen, Richard Prystowsky, Willie Davis Pringle, John Rude, Bruce Baron. Employee organizations: CSEA, CTA, AFT-PTFU, Management
- (c) **PUBLIC EMPLOYEE APPOINTMENT**
Administrative Assistant
Administrator on Special Assignment
Assistant Director, Auxiliary Services
Custodian
Grounds Maintenance Worker
Human Resources Analyst
Human Resources Technician
Instructional Assistant III, ESL
Instructor
Lead Grounds Maintenance Worker
Limited Term Worker: Lab Assistant
Maintenance Locksmith
Maintenance Technician
Office Assistant
Sign Language Interpreter
Student Development Center Assistant
Student Worker, including work study/work experience, CalWORKS, and tutor
Substitute employee:
Administrative Secretary I
Sign Language Interpreter
Food Service (CDC)
Associate Teacher (CDC)
Office Assistant
Assistant Director, Auxiliary Services
Temporary Academic Special Assignment
Volunteer

(d) PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Director, Admissions and Records

2. RECONVENE TO OPEN SESSION

6 p.m.

2.1 Closed Session Report

PUBLIC COMMENTS RELATED TO AGENDA ITEMS ONLY

At this time, the Board of Trustees will listen to communication from the public on any agenda item. Public comments are limited to three minutes per individual and a total of 15 minutes per topic. (Board Policy #2350)

3. GOVERNING BOARD

- 3.1 Approval of the minutes of the May 9, 2006, regular Board meeting, and the May 23 and June 6, 2006 special board meetings.

YES ___ NO ___

4. REPORTS

INFORMATION

- 4.1 Superintendent/President
- 4.2 Instruction
- 4.3 Student Services
- 4.4 Administrative Services
- 4.5 Human Resources
- 4.6 Governmental Relations
- 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

5. CONSENT AGENDA

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

Approval of consent items.

YES ___ NO ___

- a. Agreement – Excelsior Education Center, Maintenance
Approval of the agreement with Excelsior Education Center for maintenance services per the contract. Fiscal Impact: income to the district

- b. Agreement – Excelsior Education Center, Police Services
Approval of the agreement with Excelsior Education Center for police services per the contract. Fiscal Impact: Income to the district
- c. Agreement – Foundation Honor Wall
Approval of the agreement with the Victor Valley College Foundation regarding the “Honor Wall”. Fiscal Impact: none to the district
- d. Agreement – Desert Community Bank
Approval of the On-Site Sign and Advertising agreement with Desert Community Bank For the installation and operation of two marquees on the campus. Fiscal Impact: none to the district
- e. Agreement – Merrell-Johnson Engineering, Inc.
Approval of the agreement with Merrell-Johnson Engineering, Inc. for the services as indicated in the attached agreement. Fiscal Impact: \$2,835.00 (This project is State funded and will be 100% reimbursable to the district.)
- f. Agreement – Nationwide Power Solutions, Inc.
Approval of the agreement with Nationwide Power Solutions, Inc. for equipment maintenance through June 30, 2007, per the terms listed. Fiscal Impact: \$4,186.00
- g. Agreements
Approval of the agreements as listed. Fiscal Impact: \$6,015.00

Vendor/Consultant	Service	Amount
Business Radio Licensing	10-year radio license for M & O radios	415.00
Ionic Group	Parking Citation System Management & Tracking	2,000.00
Parlance Corporation	Service Agreement Renewal for NameConnector Service/Phone System	\$3,600.00

- h. Agreements – Off Campus Classes
Approval of the agreements as listed.

Vendor	Service	Amount
Apple Valley Fire Department, 336	Classroom Fall 05	-0-
Apple Valley High School	Classroom Fall 05 & Spring 06	-0-
Einstein Academy	Classroom Fall 05 & Spring 06	\$5.00/hr
Hesperia Country Club	Classroom Spring 06	-0-
Hesperia High School	Classroom Fall 05 & Spring 06	-0-
High Desert Villas	Classroom Fall 05 & Spring 06	-0-
Holy Innocents Catholic Church	Classroom Fall 05	-0-
Hook Community Center	Classroom Fall 05 & Spring 06	-0-
Lucerne Valley Gun Range	Classroom Fall 05 & Spring 06	-0-
Mountain View Montessori	Classroom Spring 06	-0-
Spring Valley Lake CC	Classroom Fall 05 & Spring 06	\$400/semester
Sultana High School	Classroom Spring 06	-0-
Victorville Public Works	Classroom Fall 05 & Spring 06	-0-

- i. Authorized Agents to the Joint Powers Authorities
Approval of Bruce Baron and Lael Willingham as the Victor Valley Community College representatives and alternate to the SWACC-JPA and the PIPS-JPA for 2006-07.
Fiscal Impact: None
- j. Authorized Signatory
Approval of the signatures of Patricia Spencer, Marianne Tortorici, Bruce Baron, and Mary Pringle to represent the board in the above-named cases for fiscal year 2006-2007 per Education code 72282. Fiscal Impact: None
- k. Electronic Signature Key
Approval of Bruce Baron, Mary Pringle and Lael Willingham as authorized signature key users for the period July 1, 2006 through June 30, 2007. Fiscal Impact: None
- l. Authorized Signatory
Approval of the signature of Dr. Willard Lewallen to represent the board in contracts and agreements for fiscal year 2006-2007 per Education Code 72282.
Fiscal Impact: None
- m. Donations
Acceptance of the donations as college property.
- n. Rental – Mobile Mini, Inc.
Approval of the rental of storage containers to be used by the Performing Arts department during the construction of the Speech/Drama addition. Fiscal Impact: Fiscal year 05-06 not to exceed \$400 per month for a total of \$1,062.74. Fiscal year 06-07 not to exceed \$400 per month for a total of \$4,974.12
- o. Board of Trustees Transfers and Payments Report
Approval of the Board of Trustees transfers and payments reports.
- p. Agreements – Contract Education Services
Approval of the agreements for Contract Education Services courses with the following contractors: Fiscal Impact: \$52,230.00 to the District.

VENDOR	COURSE	COURSE DATES	TENTATIVE AMOUNT RCVD
Solera at Apple Valley	Physical Fitness (Aerobic)	6/29/06-8/31/06	\$ 500.00
Womb to Walk	Childbirth Education	8/5/06-8/26/06	\$ 700.00
Womb to Walk	Childbirth Education	9/1/06-10/27/06	\$ 700.00
Womb to Walk	Learn Newborn Massage	9/9/06-11/4/06	\$ 500.00
Womb to Walk	Happiest Baby on the Block	9/16/06-11/18/06	\$ 400.00
Lord & Payne, Inc.	Down & Dirty Anger Management and Ways We Cope	8/23/06	\$ 1,000.00
Liberty Tax Service	Federal Income Tax Preparation (CTEC Certified)	9/11/06-11/16/06	\$ 1,000.00
Notary Public Seminars	Notary Public Workshop	1/21/06	\$ 3,000.00
Notary Public Seminars	Certified Loan Signing Agent	1/22/06	\$ 2,000.00
Notary Public Seminars	Child Visitation Monitor Overview Part I	7/29/06	\$ 990.00
Notary Public Seminars	Advanced Education for Child Visitation Monitor – Part II	7/30/06	\$ 990.00
Notary Public	Notary Public Workshop	9/16/06-12/9/06	\$ 9,000.00

Seminars			
Notary Public Seminars	Certified Loan Signing Agent	10/29/06-12/10/06	\$ 4,000.00
California School of Notary Public	Become a California State Notary Public-Online	8/28/06-12/16/06	\$ 700.00
California State Notary Public	Notary Public Workshop	8/30/06-12/16/06	\$ 4,000.00
California State Notary Public	Certified Loan Signing Agent	9/16/06-12/2/06	\$ 3,600.00
Learn CPR 4 Life	American Heart Association Healthcare Provider CPR	9/25/06-12/4/06	\$ 3,000.00
Terry S. Rowan, Inc.	Medical Front Office-A Home Study Course - Online	10/14/06	\$ 1,750.00
Terry S. Rowan, Inc.	Medical Transcription	10/14/06	\$ 1,750.00
Terry S. Rowan, Inc.	Beginning Medical Insurance Billing I	10/14/06	\$ 4,450.00
Terry S. Rowan, Inc.	How to Start Your Own Medical Insurance Billing Service from Home	10/15/06	\$ 2,600.00
Terry S. Rowan, Inc.	Beginning Medical Insurance Billing II	10/15/06	\$ 3,600.00
Terry S. Rowan, Inc.	On-line Medical Insurance Billing	10/15/06	\$ 2,000.00
		TOTAL	\$52,230.00

- q. Agreement – San Antonio Community Hospital
Approval of the clinical renewal agreement with the San Antonio Community Hospital as per the attached. Fiscal Impact: None
- r. Agreement (Renewal) – Ridgecrest Regional Hospital
Approval of the renewal agreement for clinical education with Ridgecrest Regional Hospital as per the attached. Fiscal Impact: None
- s. Agreement – Santa Fe Family Health
Approval of the renewal agreement for clinical education with Santa Fee Family Health (James C. Krider, M.D., Inc.) as per the attached. Fiscal Impact: None
- t. Agreement – Marine Corps Logistics Base Barstow
Approval of the agreement with the Marine Corps Logistics Base Barstow as per the attached. Fiscal Impact: None to the district.
- u. Agreement - Environmental Systems Products
Approval of the service agreement renewal with Environmental Systems Products for February 1, 2006 through January 31, 2007. Fiscal Impact: Budgeted Item, \$3,099.96.
- v. Out-of-State Travel – Nursing
Approval of out-of-state travel for Sally Thibeault, RN, nursing instructor, to attend A Work of Heart: Encouraging Excellence in Gerontologic Nursing Education conference at Pacific Lutheran University in Tacoma, Washington, on July 19, 2006. Fiscal Impact: None to the district. The cost of \$884.00 associated with this travel has been approved and will be paid through the Dr. Prem Reddy School of Health Sciences Staff Development funds.
- w. Curriculum Changes
Approval of the curriculum changes that have been recommended by the College Curriculum Committee. Fiscal Impact: None

- x. Students/Staff Travel – ASB Retreat
Approval of travel for staff/students to attend the ASB retreat in Big Bear, CA July 7-9, 2006.
Fiscal Impact: ASB budgeted item, not to exceed \$10,000.00
- y. Out-of-State Travel – Victor Hinds
Approval of the change in travel dates from June 26-30, 2006 to June 24-July 8, 2006.
Fiscal Impact: None, all expenses are paid by the USDA Fellows Program.
- z. Agreement – Jacquelyn Reza
Ratification of the agreement. Fiscal Impact: Budgeted item, Title V Grant
- aa. Revised ASB Constitution
Approval of the revised ASB Constitution. Fiscal Impact: None
- bb. 2006-07 Academic Calendar
Approval of the 2006-07 academic calendar. Fiscal Impact: None.
- cc. Agreement – Desert Valley Medical Group
Ratification of the agreement with Desert Valley Medical Group to provide medical services from July 1, 2006 through June 30, 2007. Fiscal Impact: Budgeted Item.
- dd. Academic Extra Duty Days
Approval of the extra duty day assignments for the 2006-2007 academic year (July 1, 2006 through June 30, 2007) for Chris Cole, CalWORKs counselor.
Fiscal Impact: Budgeted
- ee. Agreement, Southern California Community College District Employment Relations Consortium
Ratification of the agreement with the Southern California Community College District Employment Relations Consortium to provide six days of training workshops during the 2006-07 academic year. Fiscal Impact: Fund 01 budgeted item, \$2500
- ff. Academic Ratification of Equivalency Requests
Ratification of the equivalencies. Fiscal Impact: None
- gg. Online Collective Bargaining Database
Approval of payment for the subscription to the Community College League's Online Collective Bargaining Database for the 2006-07 academic year at a cost of \$2,500.
Fiscal Impact: Budgeted Item.
- hh. Agreement – Child Development Services CPKR-5529
Adoption of the resolution to approve the agreement with the California Department of Education conditions contained therein. Fiscal Impact: to the District \$5,014.00.
- ii. Agreement (Amended) – Child Development Services #CCAP-4257
Approval of the amended agreement (Amendment 01) with the California Department of Education for Child Development Services contract #CCAP-4257 per the terms and conditions contained therein. Fiscal Impact: Additional \$6,702.00 to the District.
- jj. Out-of-State Travel – Robbie Richards
Approval of out-of-state travel for Robbie Richards to travel to Tulsa, OK to attend the 2006 WAVES conference held July 9-13, 2006. Fiscal Impact: Budgeted Item, not to exceed \$1,415.44.

- kk. Agreement – Allan Barbish Audio Systems
Ratification of the agreement with Allan Barbish to provide the sound system and video shoot with operators for both graduation ceremonies. Budgeted Item: \$6,000 from graduation budget.
- ll. Bid Participation –OfficeMax
Approval for the district to participate in the Master Purchasing Agreement Contract #001260 between the County of Oakland and OfficeMax Contract, Inc. and the “America Saves” program as per the terms of the agreements. Fiscal Impact: Budgeted Item for 2006-07.
- mm. Agreement – High Desert Alarm & Fire Sprinklers
Approval of the agreement with Hi Desert Alarm & Fire Sprinklers to provide testing and maintenance on the existing fire alarm system monitored by Hi Desert Alarm. Fiscal Impact: Based on usage and agreement rate.
- nn. Renewal Agreement – Time Optics Company
Approval of the renewal annual agreement with Time Optics Company for the maintenance and repair to the IMS equipment for the period of July 1, 2006 thru June 30, 2007. Fiscal Impact: Estimated amount \$12,000
- oo. Renewal Agreement – Novell Software License Renewal
Approval of the renewal of the annual agreement with Novell for software maintenance from June 30, 2006 thru June 30, 2007. Fiscal Impact: \$109,600.00
- pp. Agreement – Northwoods Resort and Convention Center
Approval of the booking agreement with the Northwoods Resort and Convention Center and the expenses for the facilitation/speakers not to exceed \$2,000.00 for the purpose of holding an ASB Retreat for the staff/students on July 7-9, 2006 in Big Bear, California. Fiscal Impact: ASB Budgeted item, not to exceed \$10,000.00
- qq. Purchase – Live-Scan Fingerprinting Equipment
Approval of the purchase of a new line-scan fingerprinting system, including support system, installation, training, and warranty upgrade. Fiscal Impact: Budgeted Item, \$11,927
- rr. MOU – Victor Valley High School for Ace Academy
Approval of the Memorandum of Understanding with Victor Valley High School. Fiscal Impact: In partnership with Victor Valley High School we will submit a grant proposal for \$250,000 over a 24 month period.

ACTION AGENDA

6. BOARD OF TRUSTEES

6.1-6.4

Theses item were moved to the beginning of the agenda.

6.5 Board of Trustees’ Retreat

Approval of the alternate dates for the Board of Trustees, September 13-14, 2006 or September 20-21, 2006.

YES ___ NO ___

7. SUPERINTENDENT/PRESIDENT

YES ___ NO ___

- 7.1 Agreement – Northwoods Resort and Convention Center
Approval of the booking agreement with the Northwoods Resort and Convention Center for the purpose of holding a Leadership Team Retreat on August 28-29, 2006 in Big Bear, California. Approval of the facilitation/speakers expenses not to exceed \$2,000. Fiscal Impact: Budgeted item, Staff Development funds not to exceed \$ 10,000 estimated cost.

8. INSTRUCTION

- 8.1 None

9. STUDENT SERVICES

- 9.1 None

10. ADMINISTRATIVE SERVICES

YES ___ NO ___

- 10.1 2006-2007 Tentative Budget
Approval of the Tentative General Operating Budget for 2006-2007. Fiscal Impact: Revenues and expenditures are projected based on current information and will probably change by the time of final budget adoption in September. The philosophy of the budget development process includes input through the shared governance process, developing a balanced budget and meeting required unfunded liabilities.

- 10.2 Agreement – Tier Technologies, Inc.
Approval of the agreement with Tier Technologies Inc. to provide support for the Tier software program. Tier software is used for the online student registration system. Fiscal Impact: Budgeted Item, \$7,127.00 for 2006-07.

YES ___ NO ___

- 10.3 Agreement – Sonitrol of Long Beach
Approval of the agreement with Sonitrol of Long Beach to install and maintain security cameras and a digital video recording system for the Tower elevator building (Bldg. #43) elevators and lobby. Fiscal Impact: 9,240–Budgeted from Redevelopment dollars.

YES ___ NO ___

- 10.4 Agreement – Pacific Blue Micro/Cisco Equipment
Approval of the renewal of the maintenance agreement with Pacific Blue Micro through July 30, 2007 per the terms listed. Fiscal Impact: \$46,271.00.

YES ___ NO ___

- 10.5 Agreement – Omni Update Campus
Approval of the service agreement with Omni Update Campus for a Content Management System through June 30, 2009, per the terms listed. Fiscal Impact: \$44,625.00

YES ___ NO ___

- 10.6 Lease Agreement – Class Leasing, Inc.
Approval of the lease agreement for (1) 24x40 relocatable classroom. This agreement is for period of three (3) years commencing on July 2, 2006 and ending on July 1, 2009. Fiscal Impact: \$16,488.00 to be paid on annual installments of \$5,496.00 for three (3) years.

- 10.7 Amendment to Existing Spencer/Hoskins Associates Agreement YES ___ NO ___
Approval of the amendment as submitted for reimbursable fees for the Advanced Technology Center construction project contract with Spencer/Hoskins. Fiscal Impact: Not to exceed \$157,488. This is a 100% reimbursable expenditure from Capital Construction funds.
- 10.8 Agreement – Trebron Company, Inc. YES ___ NO ___
Approval of the license agreement with Trebron Company to provide a Sophos security appliance and Sophos anti-virus licensing for 1600 users. This agreement will be effective for the period of July 1, 2006 thru June 30, 2009. Fiscal Impact: \$43,550.00 (total for 3 years).
- 10.9 Approval of 5-Year Facilities Plan YES ___ NO ___
Approval of the 5 year facilities plan for submission to the State of California as submitted. Fiscal Impact: This is an integral part of the process to secure state funding for needed facilities.
- 11. HUMAN RESOURCES**
- 11.1 Agreement – Norman A. Traub Associates YES ___ NO ___
Approval of the agreement with Norman A. Traub Associates to provide 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. Fiscal Impact: Fund 01 budgeted item, not to exceed \$20,000.
- 11.2 Agreement – Hay Group YES ___ NO ___
Approval of the agreement with the Hay Group to develop updated classified job descriptions at a cost not to exceed \$20,000, plus expenses. Fiscal impact: Budgeted \$20,000.
- 11.3 Agreement – Madeira Group International YES ___ NO ___
Approval of the agreement with Madeira Group International to provide background investigations for the campus police/public safety officers at a cost not to exceed \$9,000. Fiscal Impact: Budgeted \$9,000
- 11.4 Agreement – Joseph M. Ho, M.D. Inc. YES ___ NO ___
Ratification of the agreement with Joseph M. Ho, M.D. Inc., to provide medical services, including pre-employments exams, return to work programs and TB testing. Fiscal Impact: Budgeted Item.
- 11.5 Classified Reassignment YES ___ NO ___
Approval of the reassignment of Carol Hill from the position of payroll technician (50%) to payroll technician (100%), effective July 1, 2006. Fiscal Impact: Budgeted Item.
- 11.6 Classified Leave of Absence – Laura Katnic YES ___ NO ___
Approval of the unpaid leave of absence request for Laura Katnic from approximately July 7, 2006 thru September 30, 2006. Fiscal Impact: Budgeted Item.

- 11.7 Implementation of Management Classification and Salary Study YES ___ NO ___
Approval of the Hay Group recommended salary placements for management and the management salary schedule reflecting job market salaries as established by the Hay Group. Fiscal Impact: Budgeted
- 11.8 Management – Revised Job Description and Title YES ___ NO ___
Approval of the revised job description and title change. Fiscal Impact: Budgeted Item
- 11.9 Classified – Change in Work Year YES ___ NO ___
Approval to change the work year from 10 months to 12 months for the position of Instructional Assistant III in welding as listed. Fiscal Impact: Budgeted Item.
- 11.10 Administrative/Management Confidential New Position YES ___ NO ___
Approval of the new management position of custodial supervisor and job description. Fiscal Impact: Budgeted
- 11.11 Settlement Agreement Between CSEA Chapter 584 and the Victor Valley Community College District YES ___ NO ___
Ratification of the settlement agreement with CSEA Chapter 584. It is anticipated that the CSEA bargaining unit will ratify the agreement in the very near future. Fiscal Impact: Budgeted Item
- 12. DISCUSSION/INFORMATION**
- 12.1 Construction Update INFORMATION
This information is presented for board information
- 12.2 Datatel Update INFORMATION
This information is presented for board information
- 12.3 Customer Service Survey INFORMATION
This information is presented for board information
- 12.4 PACE Program Update INFORMATION
This information is presented for board information
- 12.5 Evening/Weekend Nursing Program Update INFORMATION
This information is presented for board information
- 12.6 Honors Program Update INFORMATION
This information is presented for board information
- 12.7 Outreach Update INFORMATION
This information is presented for board information
- 12.8 Scholarship Ceremony INFORMATION
This information is presented for board information
- 12.9 Commencement Ceremonies - 2006 INFORMATION
This information is presented for board information
- 12.10 Athletics – Hall of Fame INFORMATION

- | | |
|---|-------------|
| 12.11 <u>Financial Aid Publications</u>
This information is presented for board information | INFORMATION |
| 12.12 <u>High School Bridge Project</u>
This information is presented for board information | INFORMATION |
| 12.13 <u>Vote of No Confidence -Superintendent/President</u>
This information is presented for board information. | INFORMATION |
| 12.14 <u>Substitutes Provided Through Contract</u>
This information is presented for board information. | INFORMATION |
| 12.15 <u>Classified Resignation</u>
This information is presented for board information. | INFORMATION |
| 12.16 <u>District Initial Negotiations Proposal</u>
The initial proposal from the district to CTA is presented for board information. | INFORMATION |
| 12.17 <u>CTA Initial Negotiations Proposal</u>
The initial proposal from the CTA to the district is presented for board information. | INFORMATION |
| 12.18 <u>District Initial Negotiations Proposal for CSEA Contract</u>
The initial proposal from the district to CSEA is presented for board information. | INFORMATION |
| 12.19 <u>CSEA Initial Negotiations Proposal</u>
The initial proposal from CSEA to the district is presented for board information. | INFORMATION |
| 12.20 <u>Quarterly Fiscal Status Report</u>
This information is presented for board information. | INFORMATION |
| 12.21 <u>Monthly Financial Reports</u>
This information is presented for board information. | INFORMATION |
| 12.22 <u>Sabbatical Leave Report – Richard Ripley</u>
This information is presented for board information. | INFORMATION |

PUBLIC COMMENTS

At this time, the Board of Trustees will listen to communication from the public on non-agendized items pertaining to college business. State law prohibits the Board from addressing any issues not included on the agenda. Public comments are limited to three minutes per individual and a total of 15 minutes per topic. (Board Policy #2350)

13. ADJOURNMENT

YES ___ NO ___

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

June 27, 2006

BOARD OF TRUSTEES

TOPIC: EXTENSION AGREEMENT – LAW OFFICES OF DENNIS J. WALSH

The district desires to extend the agreement with the Law Offices of Dennis J. Walsh to provide limited, specialized legal consultation as requested by the district, at the fee(s) designated in the attached contract.

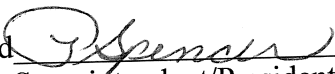
Fiscal Impact: Fund 01 budgeted item, not to exceed \$50,000

RECOMMENDATION:

Approval of the extension of the agreement with the Law Offices of Dennis J. Walsh for legal consulting services as indicated in the agreement.

REFERENCE FOR AGENDA: YES

TRANSMITTED TO THE BOARD WITH A FAVORABLE RECOMMENDATION:

Signed 
Superintendent/President

ACTION TAKEN BY THE BOARD:

MOTION _____

SECOND _____

INFORMATION ONLY _____

Ayes ___ Noes ___

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

THIS AGREEMENT is entered into on the 1st day of July, 2006, 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 to June 30, 2007, 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 _____, 2006.

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT

By: _____

LAW OFFICES OF DENNIS J. WALSH, APC

By: 
Dennis J. Walsh, Esq.

June 27, 2006

BOARD OF TRUSTEES

TOPIC: EXTENSION AGREEMENT – ANDELSON, ATKINSON, LOYA, RUUD & ROMO

The district desires to extend the agreement with the Law Offices of Andelson, Atkinson, Loya, Ruud & Romo to provide limited, specialized legal consultation as requested by the district, at the fee(s) designated in the attached contract.

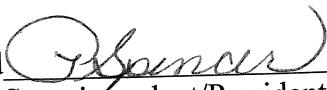
Fiscal Impact: Fund 01 budgeted item, not to exceed \$10,000

RECOMMENDATION:

Approval of the extension of the agreement with the Law Offices of Andelson, Atkinson, Loya, Ruud & Romo for legal consulting services as indicated in the agreement.

REFERENCE FOR AGENDA: YES

TRANSMITTED TO THE BOARD WITH A FAVORABLE RECOMMENDATION:

Signed 
Superintendent/President

ACTION TAKEN BY THE BOARD:

MOTION _____

SECOND _____

INFORMATION ONLY _____

Ayes ___ Noes ___

INLAND PERSONNEL COUNCIL
AGREEMENT FOR SPECIAL SERVICES

for ASSOCIATE MEMBERS

This AGREEMENT FOR SPECIAL SERVICES (hereinafter referred to as "Service Agreement") is entered into by and between a group of school districts known as the Inland Personnel Council (hereinafter referred to as "COUNCIL") and the firm of Atkinson, Andelson, Loya, Ruud & Romo, a professional corporation (hereinafter referred to as "ATTORNEY"). The term "school district" as used herein includes "County Superintendent of Schools" of San Bernardino County and Riverside County.

WITNESSETH:

WHEREAS, the COUNCIL is a group of public school districts which have entered into a Joint Powers Agreement to seek and share expert legal services and advice on matters relating to employer-employee relations, to communicate among themselves and to review problems and issues unique to employer-employee relations; and

WHEREAS, ATTORNEY is specially trained, competent and experienced in the area of personnel and employer-employee relations;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained, the parties agree as follows:

I. ATTORNEY SERVICES

- A. Availability of Services: ATTORNEY shall be available to associate COUNCIL members for advice and consultation by telephone or, if necessary, by personal conference upon advance notice, at a mutually agreeable time at the offices of ATTORNEY or other mutually agreeable location. ATTORNEY shall respond to requests for advice and consultation by telephone within four hours of the telephone contact or, in cases of emergency, as soon as possible.
- B. Direction and Priority of Services: ATTORNEY shall provide expert legal services and advice on matters relating to employer-employee relations and related issues. Such advice shall be provided as directed by the COUNCIL Executive Officers, with the advice and counsel of the COUNCIL Advisory Committee. Normally, such services shall be provided in the following priority:
1. Personnel Employee Relations Advice and Consultation: ATTORNEY shall provide personnel advice and consultation to individual associate COUNCIL members on employer-employee relations and related issues.
 2. Training and In-Service Consultation: ATTORNEY shall conduct training and in-service consultation programs for COUNCIL members in areas involving

employer-employee relations, personnel administration and school law. Such consultation shall stress current developments, strategies and preventative maintenance, and cover such topics as negotiations, contract administration, grievance processing, mediation and factfinding, unfair practice charges, employee layoff and termination, employment discrimination, new legislation and current case law.

- (a) General Meetings: Three one-day consultations on employer-employee relations issues of special interest shall be held each year in Riverside or San Bernardino County. These consultations shall stress current developments in personnel and labor relations and regional collective bargaining updates.
 - (b) Annual Symposium: A one and one-half day symposium shall be held each year in Riverside or San Bernardino County. This symposium shall provide in-depth advice and consultation on employer-employee relations and personnel issues, including new strategies, legislation, case law, and preventative maintenance techniques.
 - (c) Board In-Service: Two one-half day consultation sessions shall be held each year in Riverside or San Bernardino County for new and continuing Board members. These consultations shall be limited in attendance to facilitate informal discussion and shall be practical designed to provide information on personnel, labor relations and school law necessary for good boardsmanship.
3. Preparation of Negotiation Surveys: ATTORNEY shall provide county-wide and regional data for associate COUNCIL members on meetings and negotiation topics, including an annual salary survey of certificated and classified bargaining units, and other subjects deemed necessary for the Executive Officers with the advice and counsel of the Advisory Committee.
 4. Dissemination of Employment Relations Reporter: ATTORNEY shall prepare and distribute to associate COUNCIL members a bi-monthly newsletter, in looseleaf form, focusing upon significant local and statewide developments in labor relations, including analysis of important PERB and court decisions, updates on recent legislation affecting employer-employee relations, and reports on settlements, salary schedules and noteworthy contractual provisions negotiated by districts in Riverside and San Bernardino Counties.
 5. Mediation and Factfinding Consultation: ATTORNEY shall provide advice on strategy and contract language alternatives for mediation and factfinding, and, upon reasonable advance notice, attend a closed session of an associate COUNCIL member governing board to discuss impasse procedures.
 6. Maintenance of Resource and Reference Library: ATTORNEY shall maintain a central resource library for use by associate COUNCIL members, containing information and data concerning labor relations and school law matters.

II. ATTORNEY FEES

- A. Annual Membership: In consideration of the above services, ATTORNEY shall receive the sum of the fees charged to the associate COUNCIL members, which fee shall be an annual rate equal to \$900.00 per district, plus \$.75 per each prior year annual average daily attendance, the total of which shall not exceed \$5,000.00 for any associate COUNCIL member. Said sum shall be paid to ATTORNEY by the associate COUNCIL members as follows:
1. An amount equal to the above annual fee, as adjusted by the prior year annual average daily attendance, 1/2 payable on October 1 and the remaining 1/2 payable on April 1 of any fiscal year during the term of this AGREEMENT, subject to modification pursuant to Article III below.
- B. New Council Members: Any district not previously an associate COUNCIL member who joins after June 30 of any year during the term of the Joint Powers Agreement shall be obligated to pay a prorated annual fee in full based on the formula in paragraph A above.
- C. Previous Council Members: Previous associate COUNCIL members joining after the commencement of any fiscal year during the term of the Joint Powers Agreement shall not be entitled to join on a prorated basis.
- D. Optional Attorney Services: ATTORNEY shall, upon request, provide direct legal and representational services over and above those designated in this Service Agreement to associate COUNCIL members at the special hourly rate of \$185/hour effective July 1, 2006; \$195/hour effective July 1, 2007; \$205/hour effective July 1, 2008, and any costs and expenses incurred therewith.

NOTE: The special hourly rate above shall not be applicable to any services rendered to associate COUNCIL members by ATTORNEY relating to highly specialized services, including, but not limited to the following specialized services: Redevelopment services, Mello-Roos Agreements, Certificates of Participation, Tax Participation Notices, Bonds or similar specialized financial transactions. ATTORNEY will provide such special financial services at rates negotiated between ATTORNEY and associate COUNCIL members requesting such special financial services. In any event, IPC member district specialized financial rates will be lower than non-IPC member districts.

III. AMENDMENTS

The terms of this Service Agreement may be amended by ATTORNEY upon written notice submitted to the Executive Officers prior to March 1 of each year of this Service Agreement, to take effect July 1 of the succeeding fiscal year, subject to the right of termination under Article V.B. below.

IV. SEVERABILITY

Should any portion, term, condition or provision of this Service Agreement be decided by a court of competent jurisdiction to be illegal or in conflict with any law of the State of California, or be otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms, conditions and provisions shall not be affected thereby.

V. TERM

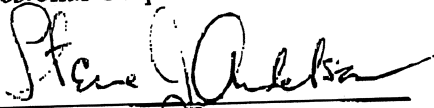
- A. Term: This Service Agreement shall be effective March 1, 2006 and shall renew automatically each fiscal year thereafter until terminated pursuant to paragraph B below.
- B. Termination of Agreement: This Service Agreement may be terminated by the COUNCIL prior to June 30 of any given fiscal year during the term of this Agreement, effective the following July 1, provided that written notice has been received by ATTORNEY by May 1 preceding the year of termination verifying that a majority of all COUNCIL members governing boards have elected to terminate this Service Agreement in accordance with procedures established by the Council Bylaws, and provided further, that at such time the COUNCIL has discharged all pending obligations assumed under this Service Agreement. A fiscal year commences July 1 and terminates June 30.

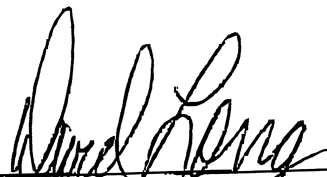
Dated: March 1, 2006

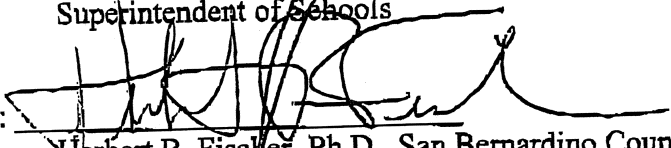
Dated: March 1, 2006

The Firm of ATKINSON,
ANDELSON, LOYA, RUUD & ROMO,
a Professional Corporation

INLAND PERSONNEL COUNCIL

By: 
Steven J. Andelson

By: 
David Long, Ed.D., Riverside County
Superintendent of Schools

By: 
Herbert B. Fischer, Ph.D., San Bernardino County
Superintendent of Schools

JUNE 27, 2006

BOARD OF TRUSTEES

TOPIC: AGREEMENT-BURKE, WILLIAMS AND SORENSEN, LLP

The district desires to enter into the agreement with Burke, Williams and Sorensen, LLP for general counsel services as requested by the district, at the fee(s) designated in the attached contract. This agreement will commence June 27, 2006, and shall be ongoing unless terminated by either party with 30 days' written notice.

Fiscal Impact: Fund 01 budgeted item, not to exceed \$200,000

RECOMMENDATION:

It is recommended that the Board of Trustees ratify the agreement with Burke, Williams and Sorensen, LLP for general counsel services as indicated in the agreement.

REFERENCE FOR AGENDA: YES

TRANSMITTED TO THE BOARD WITH A FAVORABLE RECOMMENDATION:

Signed *J. Sorensen*
Superintendent/President

ACTION TAKEN BY THE BOARD:

MOTION _____

SECOND _____

INFORMATION ONLY _____

Ayes ___ Noes ___

AGREEMENT FOR LEGAL SERVICES

1. Scope of Services

Victor Valley Community College District ("VVCCD") is retaining Burke, Williams & Sorensen, LLP ("BWS") to serve as legal counsel. BWS will represent VVCCD as general counsel and will perform legal services as directed.

2. Fees and Costs

BWS will charge VVCCD discounted hourly rates of \$240 for partners, \$195 for associates, and \$125 for paralegals. These rates will remain in effect through December 31, 2006, and will increase automatically on each January 1 by the CPI. In addition, BWS will pass through costs that it incurs on behalf of VVCCD. The rate for photocopying is 20¢ per page, and BWS will charge for mileage at the IRS rate and for outgoing telephone faxes at the rate of \$1 per page. BWS will provide VVCCD with itemized monthly billings, with time listed in increments of 1/10 of an hour.

3. Billings

BWS will send VVCCD monthly statements indicating attorney's fees and costs incurred and their basis, and any current balance owed. In the event that there is a balance owed to BWS, VVCCD agrees to pay it in full within thirty days after the statement is received. VVCCD should promptly contact BWS in the event of an error or dispute in billing, and BWS will attempt to resolve the matter as quickly as possible.

4. Termination

VVCCD may discharge BWS at any time by written notice which is effective when received by BWS. Unless the parties otherwise agree in writing, BWS will provide no further services and advance no further costs on behalf of VVCCD after receipt of this notice. BWS may withdraw from this engagement with the consent of VVCCD or for good cause. Good cause includes breach of this Agreement by VVCCD, refusal by VVCCD to cooperate with BWS or to follow advice on a material matter, or any fact or circumstance that would render continuing representation by BWS unlawful or unethical. Notwithstanding a discharge or withdrawal, VVCCD will remain obligated to pay BWS for all legal services provided under this Agreement and to reimburse BWS for all costs incurred prior to termination.

5. **Insurance**

In accordance with Section 6148(a)(4) of the *Business and Professions Code*, BWS hereby informs VVCCD that BWS maintains errors-and-omissions insurance coverage applicable to the services to be rendered.

6. **Board Approval**

It is understood that this Agreement is subject to approval or ratification by the Board of Trustees of VVCCD.

Date: June 27, 2006

Jack P. Lipton, Ph.D., Esq.
Burke, Williams & Sorensen, LLP

Date: June 27, 2006

Patricia A. Spencer, Ph.D.
Superintendent/President
Victor Valley Community College District

June 27, 2006

BOARD OF TRUSTEES

TOPIC: EXTENSION AGREEMENT – LIEBERT CASSIDY WHITMORE

The district desires to extend the agreement with the Law Offices of Liebert Cassidy Whitmore to provide limited, specialized legal consultation as requested by the district, at the fee(s) designated in the attached contract.

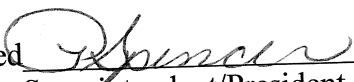
Fiscal Impact: Fund 01 budgeted item, not to exceed \$250,000

RECOMMENDATION:

Approval of the extension of the agreement with the Law Offices of Liebert Cassidy Whitmore for legal consulting services as indicated in the agreement.

REFERENCE FOR AGENDA: YES

TRANSMITTED TO THE BOARD WITH A FAVORABLE RECOMMENDATION:

Signed  _____
Superintendent/President

ACTION TAKEN BY THE BOARD:

MOTION _____

SECOND _____

INFORMATION ONLY _____

Ayes ___ Noes ___

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 court 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 Eighty Dollars (\$160.00 - \$280.00), and from Ninety-Five to One Hundred Twenty Dollars (\$95.00 - \$120.00) 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 Fifty Cents (\$0.50) 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, 2006, 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 _____

Title _____

Date _____

Date _____

I. PUBLIC AGENCY FEE SCHEDULE

Hourly Rates (As of Contract Date)

Partners	\$250.00 - \$280.00
Of Counsel	\$235.00 - \$250.00
Associates	\$160.00 - \$230.00
Labor Relations Professional	\$160.00 - \$180.00
Paraprofessionals	\$95.00 - \$120.00

II. COST SCHEDULE

1. Photocopies \$0.15 per copy
2. Facsimile Transmittal \$0.50 per page



Victor Valley Community College District Board of Trustees Regular Meeting

Minutes

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

May 9, 2006

4 p.m.

CALL TO ORDER: The Board of Trustees of Victor Valley Community College District met in Open Session on May 9 2006, in the Board Room of the Administration Building. Mr. Range, Board President, called the meeting to order at 4 p.m.

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

MEMBERS ABSENT: Mr. Donald Nelson, Clerk

MANAGEMENT PRESENT: Dr. Spencer, Superintendent/President Mr. Baron, Vice President, Administrative Services, Dr. Schmidt, Director Human Resources Dr. Lewallen, Vice President, Student Services, Dr. Kildal, Dean, Academic Programs, and Annette McComas (Recorder)

PLEDGE OF ALLEGIANCE: Tom Elder led the audience in the Pledge of Allegiance to the flag.

Mr. Range announced that the Board would be recessing to Closed Session to consider the following items:

First, conference with legal counsel for existing litigation under sub-section (a) of Section 54966.9 of the *Government Code* for the following six cases:

- (1) Gloria Henderson vs. Victor Valley Community College, Bettye Underhill, Nick Halisky, VCVVS 030263
- (2) Nicholas Halisky and Cathleen Halisky vs. Victor Valley Community College District, Dennis Henderson, et. al, VCVVS 026112
- (3) Carissa M. Warren, Gaye L. Giarmo, and Karen E. Salazar v. Victor Valley Community College District, Larry Boutcher and Does 1 through 100, VCVVS 027382

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

- (4) Lynn Puckett vs. Victor Valley Community College District, Ron Krimper, Nick Halisky, Bettye Underhill, Dennis Henderson, Maxine Moore, and Does 1-1000; VCVVS 037295
- (5) Lynn Puckett vs. Victor Valley Community College District, Ron Krimper, Nick Halisky, Bettye Underhill, Dennis Henderson, Maxine Moore, and Does 1-1000; VCVVS 036483
- (6) Victor Valley Community College District vs. Nicholas Louis Halisky, Lynn Puckett, and Does 1 through 100, VCVVS 036483

Second, conference with labor negotiators (Government Code Section 54957.6) Agency designated representatives: Bill Schmidt, Willard Lewallen, Richard Prystowsky, Willie Davis Pringle, John Rude, Bruce Baron. Employee organizations: CSEA, CTA, AFT-PTFU

Third, discipline/dismissal/release of a public employee (Government Code Section 54957)

Fourth, conference with legal counsel for anticipated litigation under sub-section “b” of Section 54956.9 of the *Government Code*. Two cases. There is significant exposure to litigation against Victor Valley College based upon the following existing facts and circumstances.

- (1) A claim filed by Gerald Olin and Estella Olin dated July 18, 2005.
- (2) A claim filed by Fay Freeman, dated April 20, 2006.

Copies of these claims are available through the President’s office.

Mr. Range asked the public if there were any Closed Session items that they wished to address. Hearing no comment, the Board recessed to Closed Session at 4:14 p.m.

Mr. Range recessed the Open Session at 4:14 p.m. and the Board met in Closed Session from 4:14 p.m. to 7:25 p.m. to discuss the items listed above.

2. RECONVENE TO OPEN SESSION

6 p.m.

2.1 Closed Session Report

Mr. Range reported that in the matter of the claim presented by Fay Freeman, on or about April 20, 2006, it was MSC (Elder/Underhill, 3-1, Henderson, No, Nelson absent) to reject the timely portion of the claim and return the untimely portion as late.

3. GOVERNING BOARD

3.1 It was MSC (Underhill/Elder, 4-0, Nelson absent) to approve the minutes of the April 25, 2006, regular Board.

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

Mr. Range announced that he had received 16 public comment requests and that those individuals would be called upon at the time the agenda item is presented.

3.3 Agenda Additions/Revisions

Dr. Spencer announced that items 5.b 5.f, 5.g, 5.u, and 10.6 had additional information and that items 5.s and 11.3 were pulled.

4. **REPORTS**

The following reports were given: by Dr. Spencer, Dr. Kildal, Dr. Lewallen, Mr. Baron, Dr. Schmidt, Mrs. Ontiveros, Dr. Underhill, Ms. Kelly, and Mrs. Greene

4.1 Superintendent/President (Dr. Spencer)

4.2 Instruction (Dr. Kildal)

4.3 Student Services (Dr. Lewallen)

4.4 Administrative Services (Dr. Baron)

4.5 Human Resources (Dr. Schmidt)

4.6 Governmental Relations (None)

4.7 Foundation (Mrs. Ontiveros)

4.8 Board of Trustees (None)

4.9 Constituency Representatives

- a) ASB (Ms. Kelly)
- b) CCA (None)
- c) CSEA (Mrs. Greene)
- d) Faculty Senate (None)
- e) AFT Part-Time Faculty United (None)
- f) Management (None)

4.10 Public Comments

The following individuals made comments and spoke with respect to the noted agenda items, Margaret West (3.1, 6.1, 10.3, 11.3), Neal Kelsey (4.10, 5.b 10.3), Julie Tremblay (4.10), Arlene Greene (10.3, 11.1), Lori Osborne (12.1), Diane Burkhard (12.1), and Bonafacio Solis (12.1)

5. **CONSENT AGENDA**

Approval of the following consent items to be approved in one motion. It was MSC (Elder/Underhill, 4-0, Nelson absent) to approve the amended consent items in one motion, item 5.s was pulled.

a. Full-Time Academic Personnel/Summer 2006

Approval of teaching and non-teaching staff for assignments as listed for the summer of 2006. Fiscal Impact: Budgeted

- b. Temporary Academic
Approval of the appointments as listed. Fiscal impact: Budgeted
- c. Academic Ratification of Equivalency Requests
Ratification of the equivalencies as listed. Fiscal Impact: Budgeted
- d. Academic Extra Duty Days
Approval of the extra duty day assignments for the 2006-2007 academic year (July 1, 2006 through June 30, 2007) for the individuals listed. Fiscal Impact: Budgeted
- e. Academic Appointments.
Approval of the appointments as listed Fiscal Impact: Budgeted.
- f. Classified Bargaining Unit Appointments, Promotions, Transfers, and/or Reassignments
Approval of the transfers/appointments as listed Fiscal Impact: Budgeted.
- g. Non-Classified Employees
Approval of the appointments as listed Fiscal impact: Budgeted.
- h. Administrative/Management/Confidential Appointments
Approval of the appointment as listed. Fiscal Impact: Budgeted
- i. Agreement – Contract Education Services
Approval of the agreements for Contract Education Services. Fiscal Impact \$75,970.00 to the District.

VENDOR	COURSE	COURSE DATES	TENTATIVE AMOUNT RECEIVED
Terry S. Rowan, Inc.	How to Start your Own Medical Insurance Billing Service from Home	1/28/06-1/29/06	\$ 1,560.00
Terry S. Rowan, Inc.	Beginning Medical Insurance Billing I	1/28/06-1/29/06	\$ 4,450.00
Terry S. Rowan, Inc.	Beginning Medical Insurance Billing II	1/28/06-1/29/06	\$ 3,600.00
Terry S. Rowan, Inc.	Computerized Medical Insurance Billing	1/28/06-1/29/06	\$ 2,000.00
Terry S. Rowan, Inc.	How to Start your Own Medical Insurance Billing Service from Home	3/25/06-3/26/06	\$ 1,560.00
Terry S. Rowan, Inc.	Beginning Medical Insurance Billing I	3/25/06-3/26/06	\$ 4,450.00
Terry S. Rowan, Inc.	Beginning Medical Ins. . .Billing II	3/25/06-3/26/06	\$ 3,600.00
Terry S. Rowan, Inc.	Computerized Medical Insurance Billing	3/25/06-3/26/06	\$ 2,000.00
Terry S. Rowan, Inc.	How to Start your Own Medical Insurance Billing Service from Home	6/17/06-6/18/06	\$ 2,600.00
Terry S. Rowan, Inc.	Beginning Medical Insurance Billing I	6/17/06-6/18/06	\$ 4,450.00
Terry S. Rowan, Inc.	Beginning Medical Ins. Billing II	6/17/06-6/18/06	\$ 3,600.00
Terry S. Rowan, Inc.	Computerized Medical Insurance Billing	6/17/06-6/18/06	\$ 2,000.00
Terry S. Rowan, Inc.	Medical Front Office-A Home Study Course - Online	6/17/06-6/18/06	\$ 1,750.00
Terry S. Rowan, Inc.	Medical Transcription	6/17/06-6/18/06	\$ 1,750.00

Learn CPR 4 Life	American Heart Association Healthcare Provider CPR	2/2706-5/15/06	\$ 4,800.00
Learn CPR 4 Life	American Heart Association Heartsaver First Aid	2/2706-5/15/06	\$ 3,000.00
Learn CPR 4 Life	American Heart Association Healthcare Provider CPR	6/12/06-8/14/06	\$ 3,000.00
California School of Notary Public, Inc.	Become a California State Notary Public	2/13/06-6/10/06	\$ 700.00
California State Notary Public	Notary Public Workshop	3/18/06-5/21/06	\$ 3,000.00
California State Notary Public	Certified Loan Signing Agent	3/18/06-5/21/06	\$ 2,000.00
California School of Notary Public	Become a California State Notary Public-Online	6/19/06-8/11/06	\$ 700.00
California State Notary Public	Notary Public Workshop	6/24/06	\$ 3,000.00
California State Notary Public	Notary Public Workshop	8/5/06	\$ 3,000.00
California State Notary Public	Certified Loan Signing Agent	7/8/06	\$ 1,200.00
California State Notary Public	Notary Public Workshop	7/22/06	\$ 3,000.00
California State Notary Public	Certified Loan Signing Agent	7/23/06	\$ 2,000.00
Standing Room Only Productions, Inc.	Youth/Teen Performing Arts Workshop	6/20/06-6/23/06	\$ 1,000.00
Marshall Reddick Seminars, Inc.	Fabulous Locations to Invest, Live, Work, Play, & Have a Second Home for Great Wealth	6/24/06	\$ 1,200.00
Lord & Payne, Inc.	Down & Dirty Anger Management and Ways we Cope	6/26/06	\$ 1,000.00
Executive One	How to Form a Non-Profit Organization	7/6/06-8/5/06	\$ 2,000.00
Executive One	The Fundamentals of Grant Writing	7/13/06-8/19/06	\$ 2,000.00
		TOTAL	\$75,970.00

- j. Department Chairpersons' Pay for 2005-06
Approval of payment for department chairpersons for the 2006-06 academic year. Fiscal Impact: Budgeted Item
- k. Board of Trustees Transfers and Payments Reports
Approval of the Board of Trustees transfers and payment reports.
- l. Change Order – NESDOOR – ADA Complaint Door Project
Approval of the change Order #1 with NESDOOR. Fiscal Impact: \$500.00
(100% reimbursable through Community Development Block Grant)

m. Agreements

Approval of the agreements as listed. Fiscal Impact: \$3,107.25

Vendor/Consultant	Service	Amount
R Y Rodriguez Inc	Annual Vapor Recovery Inspection for unleaded fuel dispenser required by MDAQMD	\$323.25
Evisions	Annual license/support fee for Forms Fusion, payable second year of purchase and every year thereafter. Includes web-based phone/email support on program functionality, up to 5 one year web-based training sessions, free program upgrades, and on-line access to stock form templates (including 1099, 1098, W-2). Valid Nov. 2005 to Oct. 2006	\$2,784.00

n. Agreements

Ratification of the agreement as listed. Fiscal Impact: Budgeted Item, \$465.60 Title V Grant

o. Out-of-State Student Travel

Approval of out-of-state travel and gas expenses for faculty and students to attend the field study fieldtrip at Great Basin National Park in Nevada, from May 26-28, 2006. Fiscal Impact: Gas expenses for college vehicles. Students and staff are responsible for all other travel expenses.

p. Student/Staff Travel

Approval travel for staff and students attending the campus tour at CSUSB/UC-Riverside. Fiscal Impact: Budgeted Item. Not to exceed \$200.

q. Out-of-State Travel – Victoria Hindes

Approval of the out-of-state travel for Dr. Victoria Hindes to travel to Washington, DC to participate in the U.S. Department of Agriculture-Hispanic Serving Institutions Fellows Program, June 26-30, 2006.

r. Out-of-State Travel – Starla Underwood

Approval of the out-of-state travel for Starla Underwood to attend the 2006 WAVES Conference held July 9-13, 2006 in Tulsa, OK. Fiscal Impact: Budgeted Item.

s. **PULLED** Out-of-State Travel – Gina Janisko and Robbie Richards

Approval of out-of-state travel for Gina Janisko and Robbie Richards to travel to Buffalo, NY to attend the 2006 Buffalo RPO/NAVPA Certifying Officials Conference June 5-8, 2006. Fiscal Impact: Budgeted Item. Not to exceed \$2761.32.

t. Out-of-State Travel – Sharon Groom

Approval of out-of-state travel for Sharon Groom to travel to Seattle, WA to attend the annual National Association of Student Financial Aid Administrators (NASFAA) Conference July 5-8, 2006. Fiscal Impact: Budgeted Item: Not to exceed \$2,043.50.

- u. Out of State Travel – Willard Lewallen, Pat Spencer, Bruce Baron, Victoria Hindes, Joe Range, Bettye Underhill
Approval out-of-state for Willard Lewallen, Pat Spencer, Bruce Baron, Victoria Hindes, Joe Range and Bettye Underhill to travel to Henderson, NV to participate at the Victor Valley College District Foundation 2006 Board Retreat, May 12-13, 2006.

ACTION AGENDA

6. BOARD OF TRUSTEES

6.1 Board of Trustees' Retreat

It was MSC (Underhill/Elder, 4-0, Nelson absent) to approve the alternate dates of either August 23 and 24 or August 30 and 31 for the Board of Trustees retreat as well as the proposed itinerary.

7. SUPERINTENDENT/PRESIDENT

No Items

8. INSTRUCTION

8.1 Agreement – Community College Library Consortium

It was MSC (Henderson/Underhill, 4-0, Nelson absent) to approve the renewal with the Community College League of California for the Community College Library Consortium for July 1, 2006 through June 30, 2007.

8.2 Agreement – TANF-CDC Grant

It was MSC (Henderson/Elder, 4-0, Nelson absent) to approve the renewal agreement with the Foundation for California Community Colleges to receive the grant award of \$80,085 for the 2006-2008 Temporary Assistance for Needy Families-Child Development Centers (TANF-CDC) Project. Fiscal Impact: \$80,085 to the District.

8.3 Weekend/Evening College Collaborative Agreement – Desert Valley Hospital

It was MSC (Henderson/Underhill, 4-0, Nelson absent) to approve the agreement with Desert Valley Hospital to provide scholarships to ten Associate Degree Nursing Program students. Fiscal Impact: None to the District: \$15,790.10 per student per year for a total of \$315,802.00 for the two-year term from DVH for ten student nursing scholarships.

8.4 Weekend/Evening College Collaborative Agreement – St. Mary Medical Center

It was MSC (Underhill, Henderson, 4-0, Nelson absent) following discussion the motion approved unanimously to approve the agreement with St. Mary Medical Center to provide scholarships to ten Associate Degree Nursing Program students. Fiscal Impact: None to the District: \$15,790.10 per student per year for a total of \$315,802.00 for the two-year term from SMMC for ten student nursing scholarships.

9. STUDENT SERVICES

No items

10. ADMINISTRATIVE SERVICES

10.1 RFP – Award – External Audit Services

It was MSC (Underhill/Elder, 4-0, Nelson absent) to approve the amended item. Fiscal Impact: Fund 01, budgeted item.

10.2 San Bernardino County Superintendent of Schools – School Construction Fast Track Program

It was MSC (Henderson/Underhill, 4-0, Nelson absent) to approve the resolution authorizing the participation in the Fast Track Program for state-funded construction projects. Fiscal Impact: This service is provided to districts at no cost.

10.3 Agreement – Pacific Blue Micro

It was MSC (Elder/Underhill, 3-1, Henderson, No, Nelson absent) to approve the service agreement with Pacific Blue Micro to provide consulting services for the Technical Services Department. Fiscal Impact: Estimated amount not to exceed \$20,000.00.

10.4 Bid Awards – Printing of Class Schedules

It was MSC (Underhill/Elder, 4-0 Nelson absent) to approve the bid award to the designated vendor G.W. Reed Printing as listed on the attachment. Fiscal Impact: Budgeted item estimate not to exceed \$114,650.00

10.5 Agreement – Hydrologue, Inc.

It was MSC (Underhill/Elder, 4-0, Nelson absent) to approve the agreement with Hydrologue, Inc. for the services as indicated on the agreement. Fiscal Impact: Total fiscal impact not to exceed \$6,700.00

10.6 Bid Awards – Speech/Drama Project

It was MSC (Elder/Underhill, 4-0, Nelson absent) to award the bid to the designated company and/or contractor as listed on the amended. Fiscal impact: Fund 71 reimbursable expenditure.

10.7 Donations

It was MSC (Underhill/Henderson, 4-0, Nelson absent) to accept the donations as college property.

11. HUMAN RESOURCES

11.1 Classified Additional Position

It was MSC (Elder/Underhill, 3-1, Henderson, No, Nelson absent) to approve the addition of the Administrative Secretary II to serve in the Maintenance department. Fiscal Impact: Budgeted item.

11.2 Public Hearing for District Initial Negotiations Proposal for CSEA Contract

It was MSC (Henderson/Elder, 4-0, Nelson absent) to open a public hearing on the district's initial proposal to CSEA as listed. The public hearing was opened. Being there were no public comments, the board president hereby declared the hearing closed.

11.3 PULLED Agreement – Burke, Williams and Sorensen, LLP

Consider ratification of the agreement with Burke, Williams & Sorensen, LLP for legal consulting services as indicated in the agreement.

12. FOR INFORMATION ONLY

12.1 Administrative/Management/Confidential Resignation - Cathleen Halisky, Mary Marble

Provided as an informational item.

12.2 Monthly Financial Reports
Provided as an informational item.

13. ADJOURNMENT

The meeting was adjourned at 9:35 p.m.

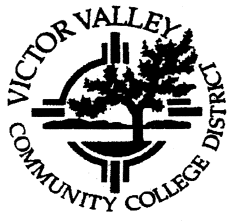
APPROVED:

Joe Range, President

Donald Nelson, Clerk

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

Date Approved



Victor Valley Community College District Board of Trustees Special Meeting

Minutes

Strategic Conversations #1
Victor Valley Community College District
Student Activities Center Rooms A-C

May 23, 2006

5 p.m.

CALL TO ORDER: The Board of Trustees of Victor Valley Community College District met in Open Session on May 23 2006, in the Student Activities Building. Mr. Range, Board President, called the meeting to order at 5:14 p.m.

Mr. Range announced that only the beginning and the end of the session would be recorded and that the public comments portion would be the Strategic Conversations. He explained that Strategic Conversations are being utilized at several colleges to overcome barriers to communication. Strategic Conversations typically include the identification of questions and issues that face the college in its service to students. A format of small groups, reporting out and leading to discussion will provide a sense of agreement on the priority items and strategies to address these priority items.

MEMBERS PRESENT: Mr. Range, Board President; Mr. Dennis Henderson, Vice President; Mr. Donald Nelson, Clerk Trustee, Dr. Bettye Underhill, Trustee, Thomas M. Elder, II, Trustee

MEMBERS ABSENT: Kimberlee Kelly

STAFF/GUESTS PRESENT: Dr. Spencer, Mr. Baron, Dr. Schmidt, Dr. Prystowsky, Annette McComas, Willie Davis Pringle, Robert Sewell, Brent Wood, Patty Jones, Eartha Johnson, Patti Jennings, Carol Backofner, Neville Slade, other staff, and members of the public.

PLEDGE OF ALLEGIANCE: Willie Davis Pringle led the audience in the Pledge of Allegiance to the flag.

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

40

Approximately 55 people attended the Strategic Conversation #1 for the purpose of encouraging faculty and staff to engage in dialogue with the Board of Trustees on issues that were suggested in response to a campus-wide email distributed by Dr. Spencer. Dr. Pat Caldwell served as the facilitator of the event. Attendees participated in brainstorming sessions for the following topics: 1) How can we move to being “one faculty” at VVC; 2) What is the current status of Title V funds received by VVC, and are these funds being utilized as envisioned in the grant application?; 3) What do we “value” at VVC?; 4) How can we get more involvement of faculty, staff and students in the decision-making process?; 5) How can we improve communication on campus?; 6) Is it time to completely overhaul or modernize our General Education requirements so that we ensure well-educated well-balanced students?

A summary of the discussion and outcomes will be available within the month and distributed District wide.

ADJOURNMENT

The meeting was adjourned at 7:26 p.m.

APPROVED:

Joe Range, President

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

Donald Nelson, Clerk

Date Approved



Victor Valley Community College District Board of Trustees Special Meeting

Minutes

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

June 6, 2006

5 p.m.

CALL TO ORDER: The Board of Trustees of Victor Valley Community College District met in Open Session on June 6 2006, in the Board Room of the Administration Building. Mr. Range, Board President, called the meeting to order at 5 p.m.

MEMBERS PRESENT: Mr. Range, Board President; Mr. Dennis Henderson, Vice President; Donald Nelson, Clerk Trustee, Dr. Bettye Underhill, Trustee, Thomas M. Elder, II, Trustee,

MEMBERS ABSENT: Kimberlee Kelly ASB President and Student Trustee

MANAGEMENT PRESENT: Dr. Spencer, Superintendent/President, Mr. Baron, Vice President, Administrative Services, Dr. Kildal, Dean, Academic Programs, and Annette McComas (Recorder)

PLEDGE OF ALLEGIANCE: Dr. Lori Kildal led the audience in the Pledge of Allegiance to the flag.

1. **GOVERNING BOARD**

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

1.2 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

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

minutes per individual and a total of 15 minutes per topic. Because this is a Special Meeting, public comments must pertain to the agenda item.

ACTION AGENDA

8. INSTRUCTION

- 8.1 It was MSC (Elder/Underhill, 5-0) following discussion the motion carried unanimously to approve students from the Biology Department and faculty to be out of the country to travel to Peru from June 17-27, 2006, to participate in the International Natural History field study fieldtrip.

ADJOURNMENT

At 5:03 p.m., it was moved by Trustee Elder and seconded by Trustee Nelson to adjourn the meeting. The motion carried unanimously by those members present.

APPROVED:

Joe Range, President

Donald Nelson, Clerk

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

Date Approved

JUNE 27, 2006

ADMINISTRATIVE SERVICES

TOPIC: AGREEMENT – EXCELSIOR EDUCATION CENTER, MAINTENANCE

TO THE SUPERINTENDENT/PRESIDENT:


The district desires to renew an agreement with Excelsior Education Center to provide maintenance services to Excelsior for the period July 1, 2006 through June 30, 2007.

Fiscal impact: income to the district

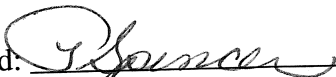
RECOMMENDATION:

It is recommended that the Board of Trustees approve the renewal agreement with Excelsior Education Center for maintenance services per the contract.

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
AGREEMENT FOR MAINTENANCE SERVICES**

This Agreement is made and entered into by and between Victor Valley Community district,
hereinafter referred to as DISTRICT and Excelsior Education Center, hereinafter referred to as
EXCELSIOR.

RECITALS

WHEREAS, Excelsior has a need for maintenance services to maintain and repair the
buildings it occupies and uses; and
WHEREAS, Excelsior has deemed that it is desirable to contract for those services; and
WHEREAS, the District is able to provide maintenance services;

THEREFORE, the District and the Excelsior mutually agree as follows:

1. **Responsibilities of the District**

The District agrees to provide maintenance services for Excelsior at the Victor Valley College site.

- a. The maintenance services the District will provide are detailed on Attachment A to this Agreement.
- b. Excelsior agrees to defend, indemnify and hold harmless the District, its Board of Trustees, employees and agents from any and all liability or loss arising in any way out of Excelsior's negligence in the performance of this Agreement, including, but not limited to any claim due to injury and/or damage sustained by Excelsior, and/or the Excelsior's employees or agents.

District agrees to defend, indemnify and hold harmless Excelsior, its Board of Trustees, employees and agents from any and all liability or loss arising in any way out of District's negligence in the performance of this Agreement, including, but not limited to any claim due to injury and/or damage sustained by District, and/or the District's employees or agents.
- d. The District agrees to timely response for emergency calls whenever possible.
- e. The District agrees to the same response time to work orders from Excelsior as for other work orders of the District.
- f. In any case where the response times are not met in the opinion of Excelsior, this shall be immediately brought to the attention to the Chief Business Official (CBO) or designee.

- g. The District agrees to provide reasonable communication to make maintenance services for Excelsior as efficient and effective as possible.

2. Responsibilities of Excelsior

- a. Excelsior shall complete work orders using the District's work order system and see that they are submitted to appropriate District staff using normal District processes.
- b. On an appropriate basis as determined by Excelsior and the District, appropriate personnel of the District and Excelsior will meet to review issues related to maintenance services.

3. Financial Provisions

Excelsior will reimburse the District for maintenance services provided at a cost of \$45 per hour basis and the cost of supplies and materials used. A minimum charge of \$45 for any maintenance visit will be billed by the District; otherwise the District will charge on a 15-minute interval basis, e.g., 15 minutes = \$10 charge. Any maintenance services requiring the District personnel to work overtime will be charged at a rate of \$67.50 per hour.

Where it is necessary to bring in a non-district specialist, Excelsior will reimburse the District plus \$50 per invoice processed.

4. Term

- a. This Agreement shall be effective for the period July 1, 2006, through June 30, 2007.
- b. This Agreement may be extended annually at the mutual consent of both parties. Extension of the contract beyond July 1, 2007, shall be discussed between the District and Excelsior in January of 2007.
- c. Either party may terminate this agreement with thirty (30) days notice for any cause, or without cause.

IN WITNESS WHEREOF, the parties have executed this Service Agreement as set forth below.

VICTOR VALLEY COLLEGE
BRUCE BARON

EXCELSIOR EDUCATION CENTER
CHUCK GEHRKE

Signature

Signature

Date: _____

Date: _____

4/07

ATTACHMENT A

SERVICES TO BE PROVIDED BY THE BUSINESS SERVICES DIVISION PER THE AGREEMENT FOR MAINTENANCE SERVICES

1. Emergency Services

- a. The District will provide maintenance services for Excelsior equal to those provided to the college in general.
- b. For major emergencies, the Director of Maintenance will meet with the Director of Excelsior if available, or his/her designee to review the plan and potential costs prior to work proceeding. In some cases of an emergency this may not be practical because of severe weather, fire, or other conditions. In cases where prior approval cannot be obtained for major costs, the Director of Maintenance will meet with the Director of Excelsior as soon as possible. The District will secure Excelsior site/damage as much as possible until such approval.

2. Routine Maintenance

- a. This District Maintenance Department will provide routine maintenance for Excelsior as requested, based on the normal forms and procedures used by the District for maintenance services.
- b. District services will be charged as actual costs.

3. Preventative Maintenance

- a. A Preventive Maintenance Schedule will be developed and provided to the Director of Excelsior no later than November 1, 2006. The schedule shall include items requiring preventive maintenance, the scheduled date for preventive maintenance to be accomplished, and a review of the Preventive Maintenance Plan with the Director of Excelsior. The joint decisions will be reached as to who will do the maintenance outlined in the Preventive Maintenance Plan. The District shall accomplish this planning process, at no cost to Excelsior. The Preventive Maintenance Plan will be reviewed annually.

4. Site Improvement

Site improvements for Excelsior may be desired on an ongoing basis. The Director of Maintenance will be available upon reasonable notice to review site improvement requests. This review will include feasibility, cost, and scheduling, as a portion of the development of the Site Improvement Plan; it will be determined whether the work will be done by District staff or outside contractual staff.

ADMINISTRATIVE SERVICES

JUNE 27, 2006

TOPIC: AGREEMENT – EXCELSIOR EDUCATION CENTER

TO THE SUPERINTENDENT/PRESIDENT:

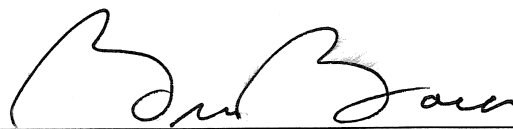
The district desires to renew an agreement with Excelsior Education Center to provide police services to Excelsior for the period July 1, 2006 through June 30, 2007.

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

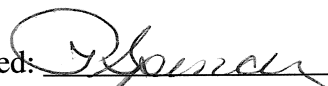
RECOMMENDATION:

It is recommended that the Board of Trustees approve the renewal agreement with Excelsior Education Center for police services per the contract.

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
AGREEMENT FOR POLICE PATROL AND RESPONSE SERVICES**

This Agreement is made and entered into by and between Victor Valley Community College District, hereinafter referred to as DISTRICT and Excelsior Education Center, hereinafter referred to as EXCELSIOR.

RECITALS

WHEREAS, Excelsior has a need for after normal business hour, weekend and holiday police services to patrol and respond to security alarms for the buildings it occupies and uses; and for normal business hour emergency assistance and

WHEREAS, Excelsior has deemed that it is desirable to contract for those services; and

WHEREAS, the District is able to provide police patrol and response services;

THEREFORE, the District and the Excelsior mutually agree as follows:

1. Responsibilities of the District

- a) The District agrees to provide police patrol and response services for Excelsior at the Victor Valley College site.
- b) The police patrol and response services the District will provide will include alarm response, after hours building patrol and normal business hour response service.
- c) Excelsior agrees to defend, indemnify and hold harmless the District, its Board of Trustees, employees and agents from any and all liability or loss arising in any way out of Excelsior's negligence in the performance of this Agreement, including, but not limited to any claim due to injury and/or damage sustained by Excelsior, and/or the Excelsior's employees, students or agents.
- d) District agrees to defend, indemnify and hold harmless Excelsior, its Board of Trustees, employees and agents from any and all liability or loss arising in any way out of District's negligence in the performance of this Agreement, including, but not limited to any claim due to injury and/or damage sustained by District, and/or the District's employees or agents.
- e) The District agrees to timely police response for after normal business hours, weekends and holidays.

- f) The District agrees to random police patrols.
- g) In any case where the response times are not met in the opinion of Excelsior, it shall be immediately brought to the attention to the Director of Campus Police and Public Safety (DCP) or designee.
- h) The District agrees to timely police response to assist in handling Excelsior student issues, as may be requested, that arise during normal business hours at the site which it occupies and uses.

2. Responsibilities of Excelsior

- a) Excelsior shall normally handle Excelsior student issues that arise during normal business hours, but may request assistance as is warranted, at the site, which it occupies and uses.
- b) On an appropriate basis as determined by Excelsior and the District, appropriate personnel of the District and Excelsior will meet to review issues related to police patrol services.
- c) Excelsior will provide to the Director of Campus Police and Public Safety (DCP) or designee the following: 1) Excelsior building(s) master key(s), 2) Site map to include buildings and alarm box sites, 3) Alarm codes, 4) Excelsior emergency response list, 5) List of personnel authorized to be on-site after hours.

3. Financial Provisions

Excelsior will reimburse the District for police patrol services provided at a cost of \$1,000 per month basis.

4. Term

- a) This Agreement shall be effective for the period July 1, 2006, through June 30, 2007.
- b) This Agreement may be extended annually at the mutual consent of both parties. Extension of the contract beyond July 1, 2007, shall be discussed between the District and Excelsior in January of 2007.
- c) Either party may terminate this agreement with thirty (30) days notice for any reason, with or without cause.

IN WITNESS WHEREOF, the parties have executed this Service Agreement as set forth below.

VICTOR VALLEY COLLEGE

EXCELSIOR EDUCATION CENTER

BRUCE BARON

CHUCK GEHRKE

Signature

Signature

Date: _____

Date: _____

ADMINISTRATIVE SERVICES

JUNE 27 , 2006

TOPIC: AGREEMENT - FOUNDATION HONOR WALL

TO THE SUPERINTENDENT/PRESIDENT:

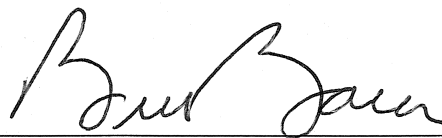
The district desires to enter into an agreement with the Victor Valley College Foundation regarding the Foundation's "Honor Wall" to recognize cumulative giving of donors. Construction of the Honor Wall would coincide with the Speech Drama Addition and with plans mutually approved by the Foundation and the District under the terms and conditions of the agreement.

Fiscal Impact: none to the District

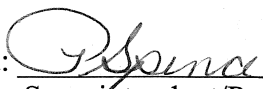
RECOMMENDATION:

It is recommended that the board approve the agreement with the Victor Valley College Foundation regarding the "Honor Wall".

REFERENCE FOR AGENDA: YES

Signed: 
Vice President, Administrative Services

TRANSMITTED TO THE BOARD WITH A FAVORABLE RECOMMENDATION:

Signed: 
Superintendent/President

ACTION TAKEN BY THE BOARD:

MOTION _____

SECOND _____

INFORMATION ONLY ____

**AGREEMENT
BY AND BETWEEN THE
VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
AND
VICTOR VALLEY COLLEGE DISTRICT FOUNDATION**

WITNESS the parties hereto the day and year first above written. This agreement (hereinafter "Agreement") is made and entered into on this 27th day of June 2006, by and between **VICTOR VALLEY COMMUNITY COLLEGE DISTRICT** (Hereinafter referred to as "**DISTRICT**") and **VICTOR VALLEY COLLEGE DISTRICT FOUNDATION, INC.** (Hereinafter referred to as "**FOUNDATION**").

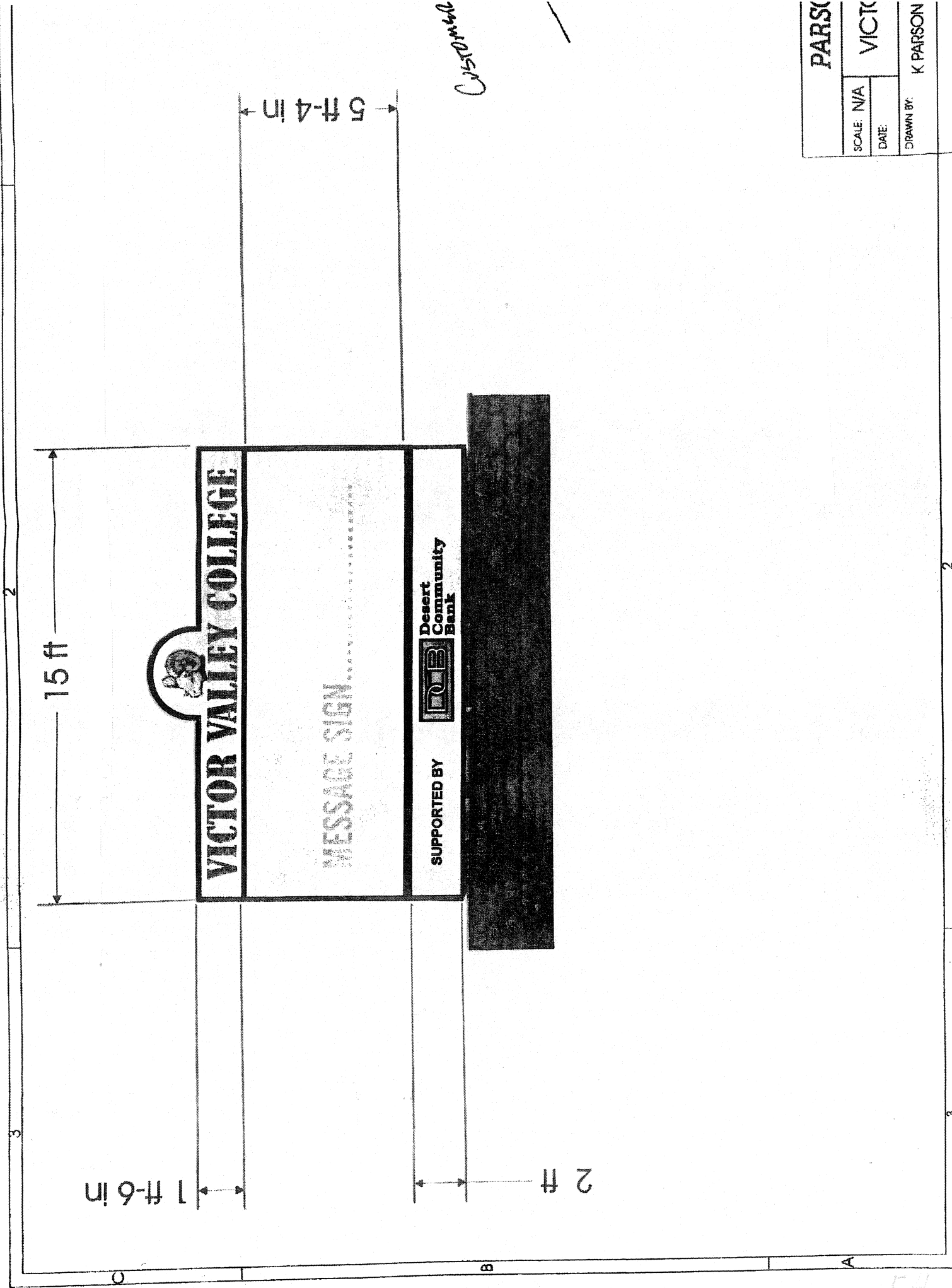
1. The FOUNDATION desires to undertake a project to recognize cumulative giving of donors through the construction of an "Honor Wall" on the Victor Valley College campus. This project shall hereinafter be called "HONOR WALL."
2. The HONOR WALL shall be built in the area between the Performing Arts Center and the Student Activities Center on the Victor Valley College campus.
3. Construction of the HONOR WALL will coincide with the expansion of the Performing Arts Center and be coordinated by the DISTRICT in accordance with plans mutually approved by the FOUNDATION and DISTRICT.
4. The FOUNDATION will own the structure and be responsible for its on-going maintenance. Such maintenance may be performed by the DISTRICT at the request of the FOUNDATION or as appropriate may be performed by the FOUNDATION's contractor subject to the DISTRICT's approval of the contractor.
5. The FOUNDATION will be responsible for all costs to build, manufacture, market, deliver and maintain the HONOR WALL and for all acknowledgements, sponsor agreements, outreach, and other activities designed to request participation in the HONOR WALL project both on campus and in the community.
6. The DISTRICT will have the right to review all marketing materials prior to distribution.
7. This agreement will remain in force throughout the life of the HONOR WALL. It may be changed by mutual agreement between the DISTRICT and the FOUNDATION.

DISTRICT: VICTOR VALLEY COMMUNITY COLLEGE DISTRICT

By: _____
Dr. Patricia Spencer,
Superintendent/President

FOUNDATION: VICTOR VALLEY COLLEGE DISTRICT FOUNDATION

By: _____
Diana J. O'Malley
President



Custom

PARSON	
SCALE: N/A	VICTR
DATE:	
DRAWN BY: K PARSON	

ADMINISTRATIVE SERVICES

JUNE 27, 2006

TOPIC: AGREEMENT – DESERT COMMUNITY BANK

TO THE SUPERINTENDENT/PRESIDENT:

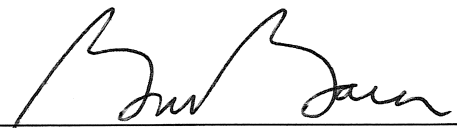
The district wishes to enter into an On-Site Sign and Advertising Agreement with Desert Community Bank regarding the installation and operation of two marquees on campus under the terms and conditions of said agreement.

Fiscal Impact: none to the district

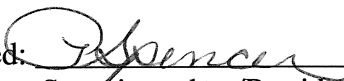
RECOMMENDATION:

It is recommended that the Board of Trustees approve the On-Site Sign and Advertising agreement with Desert Community Bank for the installation and operation of two marquees on the campus.

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 ____

ON-SITE SIGN ADVERTISING AGREEMENT

This agreement is entered into between Victor Valley College (hereinafter referred to as the "College") and Desert Community Bank (hereinafter referred to as the "Bank").

The Bank is purchasing two freestanding Digital Display Signs (hereinafter referred to as "Marquees") for use by the College. The cost of two Marquees is \$139,231.00, which includes material, labor and tax. The Marquees shall remain the property of the Bank until expiration of this agreement. Upon expiration, the College shall own the Marquees. Ownership will bear with it, all responsibilities including maintenance.

The life of this agreement shall be 15 years or the life of the Marquees. The College recognizes that the Bank would not enter into this agreement if the time period were any less than 15 yrs. This agreement can only be modified or terminated through mutual consent of both parties.

In exchange for the purchase of the aforementioned Marquees, the College will allow the Bank to attach to each Marquee a sign displaying the DCB logo and name, Desert Community Bank. The Logo and name sign shall be attached to the Marquees for the life of the agreement.

The Bank shall have the exclusive right to attach a logo and name sign to the Marquees. The College may negotiate sponsorship/advertisement agreements with other entities for the purchase of other equipment without the awareness or the acknowledgement of the Bank.

If at any time the Bank changes ownership resulting in a name change, or if for any other reason the Bank changes its name, the Bank's logo and name may be removed by the College.

The Bank shall be responsible for maintaining the Marquees in their original condition. The Bank shall also be responsible for maintaining the logo and name sign in their original conditions. The Bank shall provide to the College information regarding the use of the Marquees from the manufacturer, for each site administrator.

With respect to the Marquees, the Bank and the College each agree to provide current certificates of property and liability insurance, naming the other party as additional insured with respect to the Marquee, during the life of this agreement.

The Bank shall provide a letter to the District, from the vendor manufacturing/installing the Marquees, stating that the Marquees have been installed in accordance with State, City or County safety standards, and further, that the vendor agrees to defend, indemnify and hold harmless the Bank and the District, their officers, employees and agents from any and all losses or injuries, however caused, resulting from any defect in, delivery of, and/or initial installation of the Marquees.

At the request of the College, the logo and name sign may include the words "Supported By" adjacent to the Bank's logo and name.

It is agreed that the College may (at their own expense) relocate the Marquees from their original installation site, to any new location it determines is appropriate at any time during this agreement.

This agreement is critical to the Bank's purchase of the aforementioned equipment. The Bank shall not purchase this equipment without concurrence and compliance of all terms and conditions outlined herein.

DESERT COMMUNITY BANK

By: _____

Ronald L. Wilson

Title: President/CEO/Chairman of the Board

Date: _____

VICTOR VALLEY COLLEGE

By: _____

Print Name: _____

Title: _____

Date: _____

ADMINISTRATIVE SERVICES

JUNE 27, 2006

TOPIC: AGREEMENT – MERRELL-JOHNSON ENGINEERING, INC.

TO THE SUPERINTENDENT/PRESIDENT:

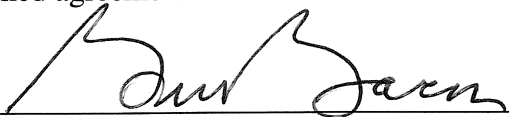
The district wishes to enter into an agreement with Merrell-Johnson Engineering, Inc. to complete a topographic site survey for the new Adaptive PE Center (project previously known as New Auxiliary Gymnasium).

Fiscal Impact: Fiscal Impact \$2,835.00. (This project is State funded and will be 100% reimbursable to the district.)

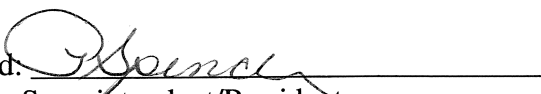
RECOMMENDATION:

It is recommended that the Board of Trustees approve the agreement with Merrell-Johnson Engineering, Inc. for the services as indicated in the attached agreement.

REFERENCE FOR AGENDA: YES

Signed: 
Vice President, Administrative Services

TRANSMITTED TO THE BOARD WITH A FAVORABLE RECOMMENDATION:

Signed: 
Superintendent/President

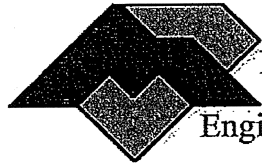
ACTION TAKEN BY THE BOARD:

MOTION _____

SECOND _____

Ayes ____ Noes ____

INFORMATION ONLY ____



**Merrell-
Johnson
Engineering, Inc.**

12138 Industrial Blvd., Suite 240, Victorville CA 92395
(760)241-6146 (760)241-0566 Fax

128 E. Fredricks St., Barstow, CA 92311
(760)256-2068 (760) 256-0418 Fax

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into at Victorville, CA

Effective this 31st day of May, 2006, by and between:

CONSULTANT:

**Brad S. Merrell Lic. #C-49423
Craig Johnson Lic. #LS-7562**

Name Merrell-Johnson Engineering, Inc.

Address 12138 Industrial Blvd., Ste. 240
Victorville, CA 92395
128 E. Fredricks St.
Barstow, CA 92311

Phone 760-241-6146 VV or 760-256-2068 Barstow
Fax 760-241-0566 VV or 760-256-0418 Barstow

CLIENT: Victor Valley College

Name Steve Garcia

Address 18422 Bear Valley Road
Victorville CA 92392

Phone (760)245-4271 x-2250 Fax (760)843-5714

The property upon which the services hereinafter described are to be performed is located at:

SW Corner of East Campout Road & Fish Hatchery Road

Assessors Parcel No. 0482-022-06 ("the property")

A. CLIENT AND CONSULTANT AGREE AS FOLLOWS:

Client agrees to engage Consultant according to the terms of this agreement ("the Agreement").

1. Consultant agrees to perform the services set forth on Exhibit "A" attached hereto and incorporated herein by this reference ("Services").
2. Client agrees to compensate Consultant for its Services according to the schedule of payments attached hereto as Exhibit "C" and incorporated herein by this reference ("Schedule"). Consultant reserves the right to increase the fees set forth in Exhibit "C" at reasonable intervals.
3. Client agrees to provide Consultant with any and all documents necessary to identify the ownership, location and condition of the Property, including, but not limited to, deeds, maps, title information, and permits; and to obtain for Consultant the authorization of the owner to enter upon the Property for the purpose of conducting Consultant's Services thereon.

B. GENERAL PROVISIONS

Client and Consultant agree that the following provisions shall be part of this Agreement:

1. **Ownership of Work Product.** Client acknowledges that all original papers, documents, maps, surveys, and other work product of Consultant, and copies thereof, produced by Consultant pursuant to this Agreement, except documents which are required to be filed with public agencies, shall remain the property of Consultant. Consultant shall have the unrestricted right to use any such work product, for any purpose whatsoever, without the consent of Client. Client further acknowledges that its right to utilize the Services and work product performed pursuant to this Agreement will continue only so long as Client is not in default pursuant to the terms and conditions of this Agreement and Client has performed all obligations under this Agreement.
2. **Use of Work Product.** Client agrees not to use or permit any other person to use final maps, exhibits, legal descriptions, surveys, or other work product ("Work Product") prepared by Consultant, which Work Product is not final and which is not signed, and stamped or sealed by Consultant. Client agrees that Consultant is not responsible for any such use of non-final Work Product and waives any right to claim liability against Consultant therefor.

Client further agrees that final Work Product is for the sole use of Client for the specific purpose described in this Agreement. Such final Work Product may not be altered or reproduced in any way nor used on any other project or for any other purposes than as specifically authorized by Consultant in writing prior to any such use, alteration, or reproduction.

3. **Changes in Work Product.** In the event the Client agrees to permit or authorizes changes in the documents prepared by Consultant pursuant to this Agreement, to which changes Consultant has not previously consented to in writing, Client acknowledges that such changes and the effects thereof are not the responsibility of Consultant and Client agrees that Consultant is automatically released from any and all liability arising therefrom and further agrees to defend, indemnify and hold harmless Consultant, its officers, directors, principals, agents and employees from and against all claims, demands, damages or costs arising therefrom unless caused by the sole negligence or willful misconduct of Consultant.

4. **Copyright.** All Work Product identified in this Agreement as within the scope of Services of Consultant, shall be deemed protected as if such Work Product was within the protections against third-party use and disclosure of the general copyright law of the United States as well as California, including common law and statutory law, whether or not such Work Product actually is so copyrighted and without regard to whether or not such copyright law actually applies to such Work Product.

5. **Billing.** All fees and other charges attributable to this Agreement will be billed by Consultant monthly and shall be due and payable by Client at the time of billing unless otherwise specified in this Agreement. Client agrees that all billings from Consultant to Client are correct, conclusive, and binding on Client unless Client, within ten (10) days from the date of such billing, notifies Consultant in writing of its objection stating the alleged inaccuracies, discrepancies, or errors in the billing. In the event Client so notifies Consultant of such objection, Client shall nevertheless pay the billed amount and address such objection thereafter.

6. **Payment by Others.** If payment for Consultant's Services is to be made on behalf of client by a third-party, including a lender, Client agrees that Consultant shall not be required to indemnify the third-party in the form of any endorsement of otherwise, as a condition to Consultant's right to receive payment for Services. This Agreement shall not be conditioned upon financing. Client represents that it has

adequate funds for the payment of Consultant's fees, and the validity of this Agreement is not dependent upon Client obtaining financing, or on any other condition.

7. Late Charges. In the event Client fails to make payments under this Agreement, it would be difficult to fix the damages suffered by Consultant because of varying rates of interest and inflation and because late payments impair capital and business operations. The parties therefore agree that a charge of 1.5 percent per month will be assessed on all overdue balances. This rate represents a reasonable estimate of fair compensation for the foreseeable losses that might result from late payment.

8. Suspension or Termination of Performance. In addition to any other rights Consultant may have for default of Client, if Client fails to pay Consultant within thirty (30) days after invoices are rendered, Client agrees Consultant shall have the right to consider such default.

In payment a material breach of this Agreement, and upon written notice, the duties, obligations, and responsibilities of Consultant under this Agreement may be suspended or terminated at Consultant's sole option.

9. Early Termination Release. Consultant has a right to complete all Services agreed to be rendered pursuant to this contract. In the event this Agreement is terminated before the completion of all Services, unless Consultant is responsible for such early termination, Client agrees to pay Consultant the full contract price and that any such termination shall automatically release Consultant from any liability for any Services performed.

10. ALTA Surveys. Client agrees that in performing requested ALTA surveys in accordance with this Agreement, Consultant may be required to sign a statement on the survey documents in a form set forth in Exhibit 1 attached hereto and incorporated herein by this reference. In the event that Consultant is required to sign a statement or certificate which differs from that contained in Exhibit 1, Client hereby agrees to indemnify and hold Consultant harmless from any and all liability arising from or resulting from the signing of any such different statement.

11. Government Changes. If Consultant, pursuant to this Agreement, produces Work Product and/or performs field services, and such Work Product and/or field services is/are required by one or more governmental agencies, and such governmental agency changes its ordinances, policies, procedures or requirement after the date of this Agreement, any additional office or field services thereby required shall be paid for by Client as extra services.

12. Changed conditions. In the event Client discovers or becomes aware of changed field or other conditions which necessitate clarification, adjustments, modifications or other changes, Client agrees to notify Consultant and engage Consultant to prepare the necessary clarifications, adjustments, modifications or other changes to Consultant's Services before further activity proceeds. Further, Client agrees that any construction contracts for any project which involves Consultant's Work Product shall include a provision that requires the contractor to notify Client of any changed field or other conditions after which Client shall timely notify Consultant.

13. Additional Services. Client acknowledges that the Services described in Exhibit "A" are based upon field and other conditions existing at the time of the execution of this Agreement. Client further acknowledges that clarifications, adjustments, modifications and other changes may be necessary to reflect changed field or other conditions. Client agrees that if services not specified in this Agreement are provided or if Client requests services not specified services not specified in Exhibit "A", Client agrees to timely pay for all such services as "Additional Services" at the rates set forth in Exhibit "B" attached hereto and incorporated herein by this reference. Any such Additional Services shall be performed subject to the terms and conditions of this Agreement as if specifically provided for herein.

14. Locating, Referencing or Resetting Monuments. In the event Consultant is required to locate, reference, or reset any monument in order to comply with section 8771 of the Business and Professions Code, or any other statute, rule, ordinance, or directive, the cost shall be paid by Client as extra services. In addition, Client shall pay all costs incurred in the preparation of documents related to locating, referencing or resetting monuments.

15. Restaking. In the event that Consultant's staking is destroyed, damaged or disturbed by an act of God or parties other than Consultant, the cost of restaking shall be paid for by Client as Additional Services.

16. Payment of Costs. Client shall pay the costs of checking and inspection fees, zoning and annexation application fees, assessment fees, soils engineering fees, soils testing fees, aerial topography fees, and all other fees, permits, bond premiums, title company charges, blueprints and reproductions, and all other charges not specifically covered by the terms of this Agreement. In the event all or any portion of the Services are suspended, and restarted, Client agrees to pay Consultant on demand, as extra service, any additional expense of services required by Consultant as a result of suspension of the Services.

17. Records of Survey. Client acknowledges and agrees that if Consultant provides surveying services, which require the filing of a Record of Survey in accordance with Business and Professions Code

Section 8762, all costs of preparation, examination and filing of such Record of Survey will be paid for by Client as extra services.

18. Governmental Actions. Consultant shall not be liable for damages resulting from the actions or inactions of governmental agencies including, but not limited to, permit processing, environmental impact reports, dedications, general plans and amendments thereto, zoning matters, annexations or consolidations, use or conditional use permits, project or plan approvals, and building permits.

19. Performance of Others. Client acknowledges that Consultant is not responsible for the performance of services by third parties

including, but not limited to, engineers, architects, contractors, subcontractors, or suppliers.

20. Delays. Consultant is not responsible for delay caused by activities or factors beyond Consultant's control including, but not limited to, delays caused by strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of Client to timely furnish information or approve or disapprove Consultant's work, faulty performance by Client of others, including contractors and governmental agencies. In the event such delays occur, Client agrees to save and hold Consultant harmless therefore.

21. Bankruptcy. Consultant shall be entitled to immediately, and without notice, suspend the performance of any and all of its obligations under this Agreement if Consultant receives notice that Client has filed a voluntary petition for Bankruptcy or if an involuntary Bankruptcy petition is filed against Client, and such petition is not dismissed within fifteen (15) days of its filing. Any suspension of Services made pursuant to the provisions of this paragraph shall continue until such time as this Agreement has been fully and properly assumed in accordance with the applicable provisions of the United States Bankruptcy Code and in compliance with the final order or judgment issued by the Bankruptcy Court.

22. Lien Rights. This Agreement shall not be construed to alter, affect or waive any lien or stop notice right or other remedy, which Consultant may have for the performance of Services pursuant to this Agreement. Client agrees to separately provide to Consultant the present name and address of the record owner of the Property on which Consultant is to perform its Services. Client also agrees to separately provide Consultant with the name and address of any and all persons, including lenders, who are entitled to receive a preliminary notice.

23. Hold Harmless. Client agrees to be solely and completely responsible for job-site conditions during the course of Consultant's performance, including safety of all persons and property; that this requirement shall apply continuously and not be limited to normal working hours; and Client further agrees to defend, indemnify and hold Consultant harmless from any and all liability, real or alleged, in connection therewith except liability arising from the sole negligence or willful misconduct of Consultant.

24. Insurance. Client agrees to purchase and maintain, at no cost to Consultant, during the course of Consultant's Services under this Agreement, the following insurance coverages: (1) a broad form "all risk" policy of insurance with course of construction, vandalism, and malicious mischief clauses attached; (2) workman's compensation insurance where applicable, and (3) insurance against injuries to persons under Client's direction and persons on the job-site at Client's invitation. Said insurance shall be obtained in such amounts and with such insurers as are acceptable to Consultant. Consultant shall be named as an additional insured under each policy. Should Client fail to obtain said insurance, Consultant may procure same as agent for and at the expense of Client, but is not required to do so.

25. Liability Limits. Client agrees that Consultant's total liability to Client, its agents, employees, contractors, subcontractors, successors and assigns, for professional negligence, acts, errors or omissions of Consultant, shall be limited to \$50,000 or Consultant's fees, whichever is greater.

26. Estimates. Estimates of areas provided under this Agreement are not to be considered precise unless Consultant specifically agrees in writing to provide the precise determination of such areas.

27. No Representations. Consultant makes no representation concerning any estimated quantities or calculated areas or costs made in connection with maps, documents or other Work Product other than that all such calculations and estimates are estimates only and Consultant shall not be responsible for fluctuations therein. It is the responsibility of Client to verify these matters.

28. Non-Responsibility for Job-Site Conditions. Consultant assumes no responsibility for job-site conditions during the course of construction on the project, including safety of persons and property.

29. No Warranties. Consultant makes no warranty, either express or implied, as to its findings, recommendations, or professional advice except that the service was performed pursuant to generally accepted standards of practice in effect at the time of performance.

30. Nonliability for Hazardous Materials. Client acknowledges that Consultant's scope of Services for this project does not include any services related, in any way, to asbestos and/or hazardous or toxic materials. Should Consultant or any other party encounter such materials on the job-site or should it in any other way become known that such materials are present or may be present on the job-site or

any adjacent or nearby areas which may affect Consultant's Services, Consultant may, at its option, terminate work on the project until such time as Client retains a specialist contractor to abate and/or remove the asbestos and/or hazardous or toxic materials and warrants that the job-site is free from any hazard which may result from the existence of such materials.

Client further agrees to defend, indemnify and hold harmless Consultant, its officers, directors, principals, employees and agents from any asbestos and/or hazardous or toxic material related claims that may be brought by third parties as a result of the Services provided by Consultant pursuant to this Agreement except claims caused by the sole negligence or willful misconduct of Consultant.

31. **Cooperation.** Client and Consultant agree to cooperate with each other in every way in the performance of this Agreement.

32. **Waiver.** Waiver by Consultant of any term, condition, or covenant, or breach of any term, condition, or covenant, shall not constitute the waiver of any other term, condition, or covenant, or the breach of any other term, condition, or covenant and any such waiver shall not constitute a continuing waiver thereof.

33. **Other and Further Performance.** Upon written request, Client shall timely execute and deliver, or cause to be executed and delivered, such additional instruments, documents, and pay any governmental fees and charges necessary to this Agreement.

34. **Advisory Only.** Consultant shall only act in any advisory capacity to Client in governmental relations. Client shall be responsible for all decision-making activities therein.

35. **Validity.** If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall be valid and binding on Client and Consultant.

36. **Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of California.

37. **Arbitration of Disputes.** Any dispute arising out of or related to this Agreement shall be resolved by binding arbitration and not in a court of law. The dispute will be settled in accordance with the Rules of the American Arbitration Association, and judgment will be entered on the award. The arbitrator will award attorneys' fees to the prevailing party. If a party after due notice fails to appear at and participate in the proceedings, the arbitrator will make an award based on the evidence presented by the party who does participate.

38. **Venue.** In the event either party institutes any proceeding to enforce or interpret the provisions of this Agreement, such proceeding shall be brought and adjudicated in the county in which Consultant's principal place of business is located, and Client waives the right to bring, try or remove such action to any other county or judicial district.

39. **Attorney's Fees.** If any proceeding is brought to enforce or interpret the provisions of this Agreement, the prevailing party therein shall be entitled to receive from the losing party therein, its reasonable attorney's fees, which fees shall be set in the same proceeding, in addition to any other relief to which it may be entitled.

40. **Costs of Dispute Resolution.** In the event that Client institutes a proceeding against Consultant, either directly or by way of cross-complaint, including a claim for indemnity, for alleged negligence, error, omission, or other failure to perform, wherein: (a) Client fails to obtain a judgment or award in Client's favor, (b) the action is dismissed, or (c) judgment or award is rendered for Consultant, Client agrees to pay Consultant immediately following the proceedings all costs of defense, including, but without limitation, reasonable attorney's fees, expert witness fees, court costs, and any and all other expenses of defense.

41. **Assignment.** This Agreement shall not be assigned by either Client or Consultant without the prior written consent of the other.

42. **Inurement.** This Agreement shall inure to and be binding upon the heirs, executors, administrators, successors and assigns of Client and Consultant.

43. **Entire Agreement.** This Agreement contains the entire agreement between Client and Consultant relating to the project and the provision of Services to the project. Any prior agreements, promises, negotiations or representations not expressly set forth in this Agreement are of no force or effect. Subsequent modifications to this Agreement shall be in writing and signed by both Client and Consultant.

44. **Acceptance and Commencement.** By execution of this Agreement Client accepts the terms hereof, acknowledges receipt of a copy hereof, including all exhibits, and authorizes Consultant to proceed with the Services. In the event Client is not the owner of the Property, Client represents that Client has obtained permission from said owner for Consultant to proceed.

IN WITNESS WHEREOF, the parties hereby execute this Agreement upon the terms and conditions stated above and on the date first above written.

CONSULTANT: Merrell-Johnson Engineering Inc.

CLIENT: Victor Valley College

By _____

By _____

Date _____

Date _____

Print Name Craig Johnson

Print Name Steve Garcia

Title Corp. Secretary-Treasurer

Title _____

Exhibit "A", Proposal Letter attached: _____
Client's Initials

Exhibit "B", Fee Proposal/Estimate attached: _____
Client's Initials

Exhibit "C", Schedule of Fees attached: _____
Client's Initials

Exhibit "D", Information Form attached: _____
Client's Initials

Exhibit "D" is an information form. Please complete, sign and return as a part of this document.

ADMINISTRATIVE SERVICES

JUNE 27, 2006

TOPIC: AGREEMENT –NATIONWIDE POWER SOLUTIONS INC.

TO THE SUPERINTENDENT/PRESIDENT:

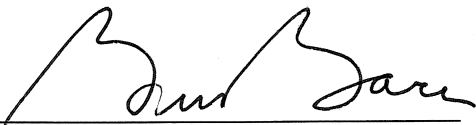
The district wishes to enter into an annual agreement with Nationwide Power Solutions Inc. to provide a full service maintenance agreement for the campus enterprise UPS (Uninterrupted Power Supply) systems. This system provides back-up to our main computer room in the event of a blackout or power outage. This emergency service and preventative maintenance agreement will be effective for the period of July 01, 2006 thru June 30, 2007.

Fiscal impact: \$4,186.00


RECOMMENDATION:

It is recommended that the Board of Trustees approve the agreement with Nationwide Power Solutions Inc. for equipment maintenance through June 30, 2007, per the terms listed.

REFERENCE FOR AGENDA: YES

Signed: 
Vice President, Administrative Services

TRANSMITTED TO THE BOARD WITH A FAVORABLE RECOMMENDATION:

Signed: 
Superintendent/President

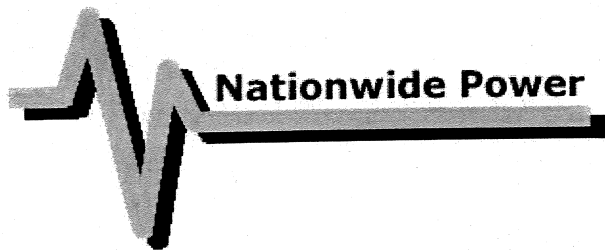
ACTION TAKEN BY THE BOARD:

MOTION _____

SECOND _____

INFORMATION ONLY _____

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May 2, 2006

Jon Booth
Victor Valley College
18422 Bear Valley Rd.
Victorville, CA 92392

RE: UPS System Emergency Service and Preventative Maintenance

Dear Jon,

Thank you for the opportunity to submit a proposal for an Emergency Service and Preventative Maintenance Contract on your Mitsubishi 2033A, 30kVA and 40kVA UPS Systems located at Victor Valley College.

Emergency Service and Preventative Maintenance Program includes:

- Twelve (12) Month Coverage
- 7x24 Emergency Service
- **Four (4) hour or less response time**
- All parts, labor, travel and expenses (except replacement batteries)
- Nationwide Power will perform two (2) annual IEEE-450 Preventative Maintenance Inspections (one major/ one minor) on your Mitsubishi 2033A, 30kVA and 40kVA UPS Systems. Preventative maintenance visits includes both UPS & Battery Banks.

Full Service Parts, Two PM visits per year

Mitsubishi 2033A, 30kVA UPS System	<u>\$ 2,093.00</u>
Mitsubishi 2033A, 40kVA UPS System	<u>\$ 2,093.00</u>
Total, Two UPS Systems	<u>\$ 4,186.00</u>

Contract from ___/___/___ thru ___/___/___

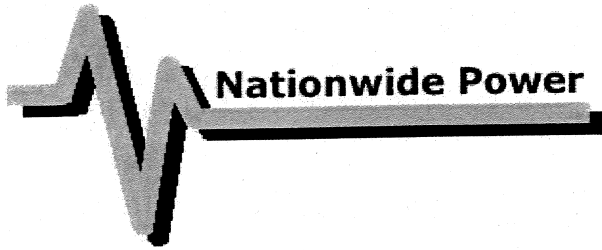
Note: Service agreement does not cover replacement batteries.

Authorized Signature

Purchase Order #

Date

Nationwide Power Solutions, Inc.
7380 Eastgate Road, Henderson, NV 89015
Phone: 800-868-2780 Fax: 800-586-5095



The following items marked by (A) are performed strictly during the annual inspections; other items are performed during both the annual and semi-annual inspection

DESCRIPTION OF SERVICES:

• SYSTEM

1. Replace air filters as needed, filters will be provided by Nationwide Power.
- (A) 2. Clean the interior of the system.
- (A) 3. Check internal connections for proper torque
4. Perform thermal scan of all breakers and power connections.

• RECTIFIER

1. Record input/output Voltages and Currents
2. Verify proper float and equalize settings for installed battery plant
3. Verify AC ripple voltage is within tolerance on the filtered DC bus
- (A) 4. Verify system alignments are within factory specifications.

• INVERTER

1. Record input/output Voltages and Currents
- (A) 2. Verify proper operation of inverter.
- (A) 3. Verify system alignments are within factory specifications.
- (A) 4. Verify DC currents on output of each inverter power stage.

• STATIC SWITCH

1. Record Inverter input voltage and currents to Static Switch.
2. Record Bypass input voltage and currents to Static Switch.
3. Record Static Switch output voltages and currents
- (A) 4. Verify proper operation of the static switch
- (A) 5. Verify system alignments are within factory specifications.

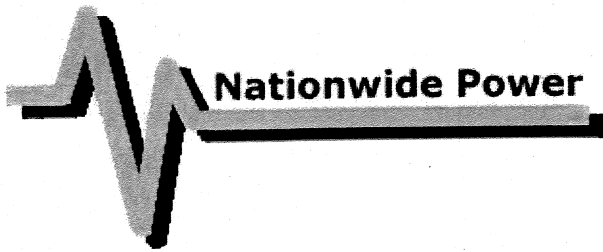
• POWER SUPPLIES

- (A) 1. Verify proper output voltage of each internal power supply.
- (A) 2. Check for proper filtering of power supply output voltage.
- (A) 3. Confirm power supply redundancy if applicable.
- (A) 4. Adjust power supply output levels as required.

• GENERAL

1. Check for proper fan operation
2. Verify remote monitoring operation if installed.
3. Inspect general overall condition of battery plant if not specifically covered by this agreement.
4. Verify general environmental conditions of system are being maintained to manufacturer's recommendations.

Nationwide Power Solutions, Inc.
7380 Eastgate Road, Henderson, NV 89015
Phone: 800-868-2780 Fax: 800-586-5095



**SEALED CELL
BATTERY MAINTENANCE AGREEMENT
STATEMENT OF WORK**

A. SCOPE OF WORK

Nationwide Power will provide a field service engineer to perform "Scheduled Battery Maintenance Services" to assist Customer in the care of maintenance of stationary batteries used and operated in conjunction with an uninterruptible power system (UPS) or battery charger system.

B. TERM

The "Battery Maintenance Agreement" as provided shall remain in effect for the period of the contract. Battery maintenance does require the Customer to remain active in the day-to-day routines recommended by the battery manufacturer.

C. SITE ACCESSIBILITY

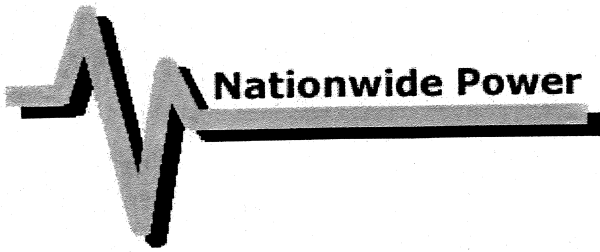
The Nationwide Power field service engineer shall have reasonable access to the site and to all Customer battery maintenance records.

D. LIMITATIONS

By performance of battery maintenance as set forth in the terms of this agreement, Nationwide Power makes no additional or extended guarantees, warranty or representation either expressed or implied with respect to the batteries, the quality of the material, equipment, or workmanship in the products in connection with any guarantee, warranty or representation as may have been applied in favor of the Customer at any time or otherwise by the battery manufacturer.

Replacement of cells, parts such as inter-cell connecting hardware, straps, cables and/or corrective maintenance shall be resolved under the applicable terms and conditions of the battery manufacturer's warranty provisions related to defects in materials and workmanship. Any applicable cell and parts removal and installation, and/or corrective maintenance performed by Nationwide Power will be billed in addition to the Agreement price on a time and material basis.

**Nationwide Power Solutions, Inc.
7380 Eastgate Road, Henderson, NV 89015
Phone: 800-868-2780 Fax: 800-586-5095**

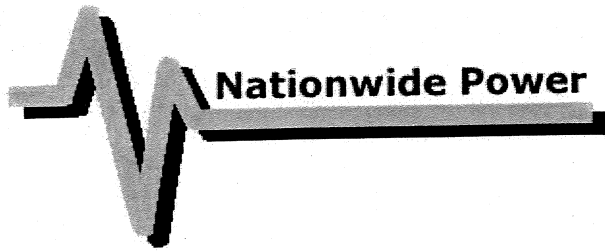


E. SCHEDULED MAINTENANCE PROCEDURES

Nationwide Power will perform the following battery maintenance tasks:

1. Review Customer battery maintenance logs and make entries into customer logs.
2. Safety Checks
 - a. Warning/hazard labels.
 - b. Operational information, placards, and labels for operation.
 - c. Eye wash and deluge shower
 - d. Goggles, gloves and apron.
3. Provide inspection report with recommendations to Customer for any additional maintenance.
4. Perform semi-annual preventive maintenance inspection as follows:
 - a. Measure and record every cell terminal voltage.
 - b. Measure and record total voltage per cabinet / rack
 - c. Measure and record ambient room temperature.
 - d. Measure and record AC ripple current
 - e. Measure and record AC milli-volt per unit.
 - f. Check jar and cover for signs of leakage.
 - g. Check for corrosion on terminal post or connector.
 - h. Check for general appearance and cleanliness of battery room.
5. Perform annual preventative maintenance inspection as follows.
 - a. Measure and record every cell terminal voltage.
 - b. Measure and record total voltage per cabinet / rack
 - c. Measure and record ambient room temperature.
 - d. Measure and record AC ripple current
 - e. Measure and record AC milli-volt per unit.
 - f. Check jar and cover for signs of leakage.
 - g. Check for corrosion on terminal post or connector.
 - h. Check for general appearance and cleanliness of battery room.
 - i. Re-torque all battery terminal, and jumper connections, if accessible
 - j. Measure and record every inter-cell terminal an cable connection using a micro-ohmmeter to verify that connector resistance are within 20% of the average contact resistance, if accessible
 - k. Check the safety equipment and supplies for proper amount and location.
 - l. Clean and neutralize jar and cover of each cell / unit.
 - m. Take load tests on each unit (open circuit), if accessible.

Nationwide Power Solutions, Inc.
7380 Eastgate Road, Henderson, NV 89015
Phone: 800-868-2780 Fax: 800-586-5095



Proposal Notes:

This proposal remains valid for 90 days. Terms are net due at contract start date.
Service is not taxable.

If you would like Nationwide Power to proceed with the emergency service agreement, please provide a purchase order number, date and sign the proposal and fax it to **(800) 586-5095**.

We are confident you will find our program to be the most comprehensive for your needs in the market today, and look forward to being of service to you and your organization.

Thanks again,

Jim Baker

Nationwide Power Solutions, Inc.

Phone: (800) 868-2780 ext. 4231

Fax: (800) 586-5095

E-mail: jbaker@nationwidepower.com

Web: www.nationwidepower.com

Nationwide Power Solutions, Inc.
7380 Eastgate Road, Henderson, NV 89015
Phone: 800-868-2780 Fax: 800-586-5095

JUNE 27, 2006

ADMINISTRATIVE SERVICES

TOPIC: AGREEMENTS

TO THE SUPERINTENDENT/PRESIDENT:

The vendors and/or consultants listed below have been designated to perform the services listed for the district at the amounts specified during the fiscal year 2006-2007. Payment to vendors and consultants for services rendered per these agreements is in accordance with district, county, state and/or federal regulations.

Vendor/Consultant	Service	Amount
Business Radio Licensing	10-year radio license for M & O radios	415.00
Ionic Group	Parking Citation System Management & Tracking	2,000.00
Parlance Corporation	Service Agreement Renewal for NameConnector Service/Phone System	\$3,600.00

Total: \$6,015.00

Fiscal Impact:

RECOMMENDATION:

It is recommended the Board of Trustees approve the agreements as listed.

REFERENCE FOR AGENDA: NO

Signed: [Signature]
Vice President, Administrative Services

TRANSMITTED TO THE BOARD WITH A FAVORABLE RECOMMENDATION:

Signed: [Signature]
Superintendent/President

ACTION TAKEN BY THE BOARD:

MOTION _____

SECOND _____

INFORMATION ONLY _____

Ayes ____ Noes ____

ADMINISTRATIVE SERVICES

JUNE 27, 2006

TOPIC: AGREEMENTS – OFF CAMPUS CLASSES

TO THE SUPERINTENDENT/PRESIDENT:

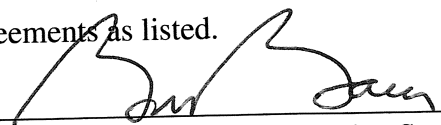
The vendors listed have leased classroom facilities to the district for classes for the Fall 2005 and/or Spring 2006 semesters, per the terms and conditions of the agreements as attached. Payment to vendors for the lease of these facilities per these agreements is in accordance with district, county, state and/or federal regulations.

Vendor	Service	Amount
Apple Valley Fire Department, 336	Classroom Fall 05	-0-
Apple Valley High School	Classroom Fall 05 & Spring 06	-0-
Einstein Academy	Classroom Fall 05 & Spring 06	\$5.00/hr
Hesperia Country Club	Classroom Spring 06	-0-
Hesperia High School	Classroom Fall 05 & Spring 06	-0-
High Desert Villas	Classroom Fall 05 & Spring 06	-0-
Holy Innocents Catholic Church	Classroom Fall 05	-0-
Hook Community Center	Classroom Fall 05 & Spring 06	-0-
Lucerne Valley Gun Range	Classroom Fall 05 & Spring 06	-0-
Mountain View Montessori	Classroom Spring 06	-0-
Spring Valley Lake CC	Classroom Fall 05 & Spring 06	\$400/semester
Sultana High School	Classroom Spring 06	-0-
Victorville Public Works	Classroom Fall 05 & Spring 06	-0-

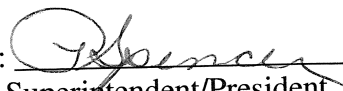
RECOMMENDATION:

It is recommended the Board of Trustees approve the agreements 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 _____

Ayes ____ Noes ____

INFORMATION ONLY ____

VICTOR VALLEY COLLEGE
AUXILIARY SERVICES

Division Fire Chief Bishop
Apple Valley Fire Department, 336
22400 Headquarters Drive
Apple Valley, CA 92307

RE: VVC OFF CAMPUS CLASSES FOR FALL 2005

We appreciate your willingness to hold these classes at your facility. If there is any change in this regard, please notify me immediately.

The following are Victor Valley College classes to be held at Apple Valley Fire Department, 336 during the FALL 2005 semester. Unless specified, classes will run from August 29, 2005 through December 17, 2005

<u>SECT CLASS</u>	<u>TIME</u>	<u>DAY(S)/DATES</u>
3206 FIRE 74	6:00PM-10:00PM	

I have included our academic calendar, which shows the days that the above classes will *not* meet at your facility. If your facility *will be closed* on dates other than those listed, please let me know so that I can notify our instructor(s).

It would be most helpful if you would notify me of the room number or location assigned for the above class(es). Also, if the instructor is to pick-up keys: who, when, and where can they pick them up from.

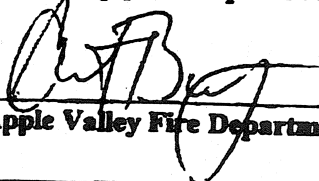
Please complete the Rental Charges box and *indicate* if there is or is not a fee for the use of your facility. I will be requesting and mailing you a Certificate of Insurance for this location upon receipt of this signed letter. Enclosed is a pre-addressed return envelope for your convenience. If you have any further questions, please feel free to contact me on my cell (760) 559-5570.

Thank you for your cooperation and assistance with this matter.

Deanna T. Murphy
Operations Assistant, Auxiliary Services

RENTAL CHARGES

The district will be charged \$ € per hour/week/month (per class) for use of the facility. Please sign below to indicate approval and return in the enclosed return reply envelope. You are required to invoice us for the total amount due.



Apple Valley Fire Department, 336

Victor Valley College District

**VICTOR VALLEY COLLEGE
AUXILIARY SERVICES**

Dan Hook
Apple Valley High School
11837 Navajo Road
Apple Valley, CA 92307

RE: VVC OFF CAMPUS CLASSES FOR FALL 2005

We appreciate your willingness to hold these classes at your facility. If there is any change in this regard, please notify me immediately.

The following are Victor Valley College classes to be held at Apple Valley High School during the FALL 2005 semester. Unless specified, classes will run from August 29, 2005 through December 17, 2005

<u>SECT CLASS</u>	<u>TIME</u>	<u>DAY(S)/DATES</u>
3019 AGNR 100	6:00PM-9:05PM	M

I have included our academic calendar, which shows the days that the above classes will *not* meet at your facility. If your facility *will be closed* on dates other than those listed, please let me know so that I can notify our instructor(s).

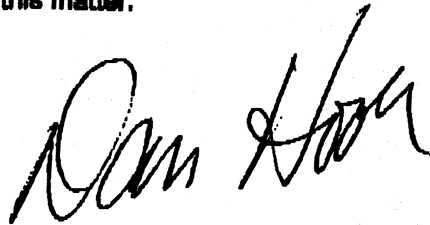
It would be most helpful if you would notify me of the room number or location assigned for the above class(es). Also, if the instructor is to pick-up keys: who, when, and where can they pick them up from.

Please complete the Rental Charges box and *indicate* if there is or is not a fee for the use of your facility. I will be requesting and mailing you a Certificate of Insurance for this location upon receipt of this signed letter. Enclosed is a pre-addressed return envelope for your convenience. If you have any further questions, please feel free to contact me on my cell (760) 559-5081.

Thank you for your cooperation and assistance with this matter.

Margarita Barbosa
Administrative Assistant, Auxiliary Services

Enclosures: VVC Academic Calendar



RENTAL CHARGES

The district will be charged \$ 0 per hour/week/month (per class) for use of the facility. Please sign below to indicate approval and return in the enclosed return reply envelope. You are required to invoice us for the total amount due.

Apple Valley High School

Victor Valley College District

VICTOR VALLEY COLLEGE
AUXILIARY SERVICES

Marc Smith
Einstein Academy
9608 I Avenue, Suite F
Hesperia, CA 92345

RE: VVC OFF CAMPUS CLASSES FOR SPRING 2006

We appreciate your willingness to hold these classes at your facility. If there is any change in this regard, please notify me immediately.

The following are Victor Valley College classes to be held at Einstein Academy during the Spring 2006 semester. Unless specified, classes will run from February 13, 2006 through June 10, 2006.

<u>SECT</u>	<u>CLASS</u>	<u>TIME</u>	<u>INST.</u>	<u>DAY(S)</u>	<u>DATES</u>
3608	ENGL 50	8:00PM-10:10PM	Sabolick	TTH	2/14-6/10

I have included our academic calendar, which shows the days that the above classes will *not* meet at your facility. If your facility *will be closed* on dates other than those listed, please let me know so that I can notify our instructor(s).

It would be most helpful if you would notify me of the room number or location assigned for the above class(es). Also, if the instructor is to pick-up keys: who, when, and where can they pick them up from.

Please complete the Rental Charges box and *indicate* if there is or is not a fee for the use of your facility. I will be requesting and mailing you a Certificate of Insurance for this location upon receipt of this signed letter. Enclosed is a pre-addressed return envelope for your convenience. If you have any further questions, please feel free to contact me on my cell (760) 559-5570.

Thank you for your cooperation and assistance with this matter.


Deanna T. Murphy
Operations Assistant, Auxiliary Services

RENTAL CHARGES

The district will be charged \$ 5 per hour/week/month (per class) for use of the facility. Please sign below to indicate approval and return in the enclosed return reply envelope. You are required to invoice us for the total amount due.


Einstein Academy

Victor Valley College District

VICTOR VALLEY COLLEGE
AUXILIARY SERVICES

Marc Smith
Einstein Academy
9608 I Avenue, Suite F
Hesperia, CA 92345

RE: VVC OFF CAMPUS CLASSES FOR SPRING 2006

We appreciate your willingness to hold these classes at your facility. If there is any change in this regard, please notify me immediately.

The following are Victor Valley College classes to be held at Einstein Academy during the Spring 2006 semester. Unless specified, classes will run from February 13, 2006 through June 10, 2006.

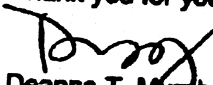
SECT	CLASS	TIME	INST.	DAY(S)	DATES
3809	ENGL 101	8:00PM - 10:10PM	Sabolick	TTH	4/18-6/08

I have included our academic calendar, which shows the days that the above classes will *not* meet at your facility. If your facility *will be closed* on dates other than those listed, please let me know so that I can notify our instructor(s).

It would be most helpful if you would notify me of the room number or location assigned for the above class(es). Also, if the instructor is to pick-up keys: who, when, and where can they pick them up from.


Please complete the Rental Charges box and *indicate* if there is or is not a fee for the use of your facility. I will be requesting and mailing you a Certificate of Insurance for this location upon receipt of this signed letter. Enclosed is a pre-addressed return envelope for your convenience. If you have any further questions, please feel free to contact me on my cell (760) 559-5570.

Thank you for your cooperation and assistance with this matter.


Deanna T. Murphy
Operations Assistant, Auxiliary Services

RENTAL CHARGES

The district will be charged \$ 5 per hour/week/month (per class) for use of the facility. Please sign below to indicate approval and return in the enclosed return reply envelope. You are required to invoice us for the total amount due.


Einstein Academy

Victor Valley College District

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VICTOR VALLEY COLLEGE
AUXILIARY SERVICES

Marc Smith
Einstein Academy
9608 I Avenue, Suite F
Hesperia, CA 92345

RE: VVC OFF CAMPUS CLASSES FOR FALL 2005

We appreciate your willingness to hold these classes at your facility. If there is any change in this regard, please notify me immediately.

The following are Victor Valley College classes to be held at Einstein Academy during the FALL 2005 semester. Unless specified, classes will run from August 29, 2005 through December 17, 2005

<u>SECT</u>	<u>CLASS</u>	<u>TIME</u>	<u>DAY(S)/DATE(S)</u>
3375	ENGL 50	6:00PM-9:00PM	TTH

I have included our academic calendar, which shows the days that the above classes will *not* meet at your facility. If your facility *will be closed* on dates other than those listed, please let me know so that I can notify our instructor(s).


It would be most helpful if you would notify me of the room number or location assigned for the above class(es). Also, if the instructor is to pick-up keys: who, when, and where can they pick them up from.

Please complete the Rental Charges box and *indicate* if there is or is not a fee for the use of your facility. I will be requesting and mailing you a Certificate of Insurance for this location upon receipt of this signed letter. Enclosed is a pre-addressed return envelope for your convenience. If you have any further questions, please feel free to contact me on my call (760) 559-5081.

Thank you for your cooperation and assistance with this matter.

Margarita Barbosa
Administrative Assistant, Auxiliary Services

Enclosures: VVC Academic Calendar

RENTAL CHARGES	
The district will be charged \$ <u>5</u> (per hour/week/month (per class) for use of the facility. Please sign below to indicate approval and return in the enclosed return reply envelope. You are required to invoice us for the total amount due.	
 Einstein Academy	_____ Victor Valley College District

VICTOR VALLEY COLLEGE
AUXILIARY SERVICES

Marc Smith
Einstein Academy
9608 I Avenue, Suite F
Hesperia, CA 92345

RE: VVC OFF CAMPUS CLASSES FOR FALL 2005

We appreciate your willingness to hold these classes at your facility. If there is any change in this regard, please notify me immediately.

The following are Victor Valley College classes to be held at Einstein Academy during the FALL 2005 semester. Unless specified, classes will run from August 29, 2005 through December 17, 2005

SECT	CLASS	TIME	DAY(S)/DATES
3218	ENGL 101.0	6:00PM-10:10PM	TTH

I have included our academic calendar, which shows the days that the above classes will *not* meet at your facility. If your facility *will be closed* on dates other than those listed, please let me know so that I can notify our instructor(s).

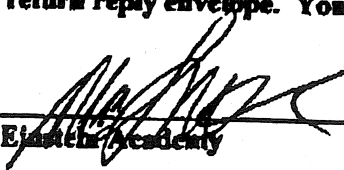
It would be most helpful if you would notify me of the room number or location assigned for the above class(es). Also, if the instructor is to pick-up keys: who, when, and where can they pick them up from.

Please complete the Rental Charges box and *indicate* if there is or is not a fee for the use of your facility. I will be requesting and mailing you a Certificate of Insurance for this location upon receipt of this signed letter. Enclosed is a pre-addressed return envelope for your convenience. If you have any further questions, please feel free to contact me on my cell (760) 559-5081.

Thank you for your cooperation and assistance with this matter.

Margarita Barbosa
Administrative Assistant, Auxiliary Services

Enclosures: VVC Academic Calendar

RENTAL CHARGES	
The district will be charged \$ <u> </u> per hour/week/month (per class) for use of the facility. Please sign below to indicate approval and return in the enclosed return reply envelope. You are required to invoice us for the total amount due.	
 _____ Einstein Academy	_____ Victor Valley College District

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VICTOR VALLEY COLLEGE
AUXILIARY SERVICES

Jerry McCrory
Hesperia Country Club
17970 Bangor Avenue
Hesperia, CA 92345

RE: VVC OFF CAMPUS CLASSES FOR FALL 2005

We appreciate your willingness to hold these classes at your facility. If there is any change in this regard, please notify me immediately.

The following are Victor Valley College classes to be held at Hesperia Country Club during the FALL 2005 semester. Unless specified, classes will run from August 29, 2005 through December 17, 2005

SECT CLASS	TIME	DAY(S)/DATES
1986 PE 181	6:00AM-7:05AM	MWF

I have included our academic calendar, which shows the days that the above classes will *not* meet at your facility. If your facility *will be closed* on dates other than those listed, please let me know so that I can notify our instructor(s).

It would be most helpful if you would notify me of the room number or location assigned for the above class(es). Also, if the instructor is to pick-up keys: who, when, and where can they pick them up from.


Please complete the Rental Charges box and *indicate* if there is or is not a fee for the use of your facility. I will be requesting and mailing you a Certificate of Insurance for this location upon receipt of this signed letter. Enclosed is a pre-addressed return envelope for your convenience. If you have any further questions, please feel free to contact me on my cell (760) 559-5081.

Thank you for your cooperation and assistance with this matter.

Deanna T. Murphy
Operations Assistant, Auxiliary Services

RENTAL CHARGES

The district will be charged \$ ____ per hour/week/month (per class) for use of the facility. Please sign below to indicate approval and return in the enclosed return reply envelope. You are required to invoice us for the total amount due.

 _____
Hesperia Country Club

Victor Valley College District

VICTOR VALLEY COLLEGE AUXILIARY SERVICES

Hesperia High School
9898 Maple Avenue
Hesperia, CA 92345

RE: VWC OFF CAMPUS CLASSES FOR FALL 2005

We appreciate your willingness to hold these classes at your facility. If there is any change in this regard, please notify me immediately.

The following are Victor Valley College classes to be held at Hesperia High School during the FALL 2005 semester. Unless specified, classes will run from August 29, 2005 through December 17, 2005

<u>SECT CLASS</u>	<u>TIME</u>	<u>DAY(S)/DATES</u>
1125 AUTO 95A	DHR	

I have included our academic calendar, which shows the days that the above classes will *not* meet at your facility. If your facility *will be closed* on dates other than those listed, please let me know so that I can notify our instructor(s).

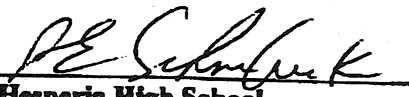
It would be most helpful if you would notify me of the room number or location assigned for the above class(es). Also, if the instructor is to pick-up keys: who, when, and where can they pick them up from.

Please complete the Rental Charges box and *indicate* if there is or is not a fee for the use of your facility. I will be requesting and mailing you a Certificate of Insurance for this location upon receipt of this signed letter. Enclosed is a pre-addressed return envelope for your convenience. If you have any further questions, please feel free to contact me on my cell (760) 559-5570.

Thank you for your cooperation and assistance with this matter.

Deanna T. Murphy
Operations Assistant, Auxiliary Services

** need C of I*

RENTAL CHARGES	
The district will be charged \$ <u>0</u> per hour/week/month (per class) for use of the facility. Please sign below to indicate approval and return in the enclosed return reply envelope. You are required to invoice us for the total amount due.	
 Hesperia High School	_____ Victor Valley College District

VICTOR VALLEY COLLEGE AUXILIARY SERVICES

Denise Martinez
High Desert Villas
16850 Jasmine Street
Victorville, CA 92395

RE: VVC OFF CAMPUS CLASSES FOR SPRING 2006

We appreciate your willingness to hold these classes at your facility. If there is any change in this regard, please notify me immediately.

The following are Victor Valley College classes to be held at High Desert Villas during the Spring 2006 semester. Unless specified, classes will run from February 13, 2006 through June 10, 2006.

SECT	CLASS	TIME	INST.	DAY(S)	DATES
6935	ADPE 80	9:00AM-10:30AM	Rodriguez	MF	2/14-6/10

I have included our academic calendar, which shows the days that the above classes will not meet at your facility. If your facility will be closed on dates other than those listed, please let me know so that I can notify our instructor(s).

It would be most helpful if you would notify me of the room number or location assigned for the above class(es). Also, if the instructor is to pick-up keys: who, when, and where can they pick them up from.

Please complete the Rental Charges box and indicate if there is or is not a fee for the use of your facility. I will be requesting and mailing you a Certificate of Insurance for this location upon receipt of this signed letter. Enclosed is a pre-addressed return envelope for your convenience. If you have any further questions, please feel free to contact me on my cell (760) 559-5570.

Thank you for your cooperation and assistance with this matter.

Deanna T. Murphy
Operations Assistant, Auxiliary Services

RENTAL CHARGES	
The district will be charged \$ <u>0</u> per hour/week/month (per class) for use of the facility. Please sign below to indicate approval and return in the enclosed return reply envelope. You are required to invoice us for the total amount due.	
 High Desert Villas	_____ Victor Valley College District

75

VICTOR VALLEY COLLEGE
AUXILIARY SERVICES

Denise Martinez
High Desert Villas
16850 Jasmine Street
Victorville, CA 92395

RE: VVC OFF CAMPUS CLASSES FOR FALL 2005

We appreciate your willingness to hold these classes at your facility. If there is any change in this regard, please notify me immediately.

The following are Victor Valley College classes to be held at High Desert Villas during the FALL 2005 semester. Unless specified, classes will run from August 29, 2005 through December 17, 2005

<u>SECT CLASS</u>	<u>TIME</u>	<u>DAY(S)/DATE(S)</u>
2911 ADPE 60	9:00AM-10:20AMMF	

I have included our academic calendar, which shows the days that the above classes will *not* meet at your facility. If your facility *will be closed* on dates other than those listed, please let me know so that I can notify our instructor(s).

It would be most helpful if you would notify me of the room number or location assigned for the above class(es). Also, if the instructor is to pick-up keys: who, when, and where can they pick them up from.

Please complete the Rental Charges box and *indicate* if there is or is not a fee for the use of your facility. I will be requesting and mailing you a Certificate of Insurance for this location upon receipt of this signed letter. Enclosed is a pre-addressed return envelope for your convenience. If you have any further questions, please feel free to contact me on my cell (760) 559-5570.

Thank you for your cooperation and assistance with this matter.

Deanna T. Murphy
Operations Assistant, Auxiliary Services

RENTAL CHARGES

The district will be charged \$~~0~~ per hour/week/month (per class) for use of the facility. Please sign below to indicate approval and return in the enclosed return reply envelope. You are required to invoice us for the total amount due.


High Desert Villas

Victor Valley College District

VICTOR VALLEY COLLEGE
AUXILIARY SERVICES

Eileen Dutch
Holy Innocents Catholic Church
13230 El Evado Rd
Victorville, CA 92395

RE: VVC OFF CAMPUS CLASSES FOR FALL 2005

We appreciate your willingness to hold these classes at your facility. If there is any change in this regard, please notify me immediately.

The following are Victor Valley College classes to be held at Holy Innocents Catholic Church during the FALL 2005 semester. Unless specified, classes will run from August 29, 2005 through December 17, 2005

<u>SECT</u>	<u>CLASS</u>	<u>TIME</u>	<u>DAY(S)/DATES</u>
3784	AENG 10.2	9:00AM-12:00PM	TWTH


I have included our academic calendar, which shows the days that the above classes will *not* meet at your facility. If your facility *will be closed* on dates other than those listed, please let me know so that I can notify our instructor(s).

It would be most helpful if you would notify me of the room number or location assigned for the above class(es). Also, if the instructor is to pick-up keys: who, when, and where can they pick them up from.

Please complete the Rental Charges box and *indicate* if there is or is not a fee for the use of your facility. I will be requesting and mailing you a Certificate of Insurance for this location upon receipt of this signed letter. Enclosed is a pre-addressed return envelope for your convenience. If you have any further questions, please feel free to contact me on my cell (760) 559-5570.

Thank you for your cooperation and assistance with this matter.

Deanna T. Murphy
Operations Assistant, Auxiliary Services

RENTAL CHARGES	
The district will be charged \$ <u>0</u> per hour/week/month (per class) for use of the facility. Please sign below to indicate approval and return in the enclosed return reply envelope. You are required to invoice us for the total amount due.	
 Holy Innocents Catholic Church	_____ Victor Valley College District

241-5723

VICTOR VALLEY COLLEGE AUXILIARY SERVICES

Tina Howard
Hook Community Center
14973 Joshua Street
Victorville, CA 92395

RE: VVC OFF CAMPUS CLASSES FOR SPRING 2006

We appreciate your willingness to hold these classes at your facility. If there is any change in this regard, please notify me immediately.

The following are Victor Valley College classes to be held at Hook Community Center during the Spring 2006 semester. Unless specified, classes will run from February 13, 2006 through June 10, 2006.

SECT	CLASS	TIME	INST.	DAY(S)	DATES
6932	ADPE 60	9:40AM-11:00AM	Crowl-Rosado	MWF	2/14-6/10

I have included our academic calendar, which shows the days that the above classes will *not* meet at your facility. If your facility *will be closed* on dates other than those listed, please let me know so that I can notify our instructor(s).

It would be most helpful if you would notify me of the room number or location assigned for the above class(es). Also, if the instructor is to pick-up keys: who, when, and where can they pick them up from.

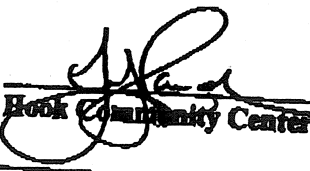
Please complete the Rental Charges box and *indicate* if there is or is not a fee for the use of your facility. I will be requesting and mailing you a Certificate of Insurance for this location upon receipt of this signed letter. Enclosed is a pre-addressed return envelope for your convenience. If you have any further questions, please feel free to contact me on my cell (760) 559-5570.

Thank you for your cooperation and assistance with this matter.

Deanna T. Murphy
Operations Assistant, Auxiliary Services

RENTAL CHARGES

The district will be charged \$ 0 per hour/week/month (per class) for use of the facility. Please sign below to indicate approval and return in the enclosed return reply envelope. You are required to invoice us for the total amount due.


 Tina Howard
 Hook Community Center

 Victor Valley College District

VICTOR VALLEY COLLEGE
AUXILIARY SERVICES

Tina Howard
Hook Community Center
14973 Joshua Street
Victorville, CA 92395

RE: VVC OFF CAMPUS CLASSES FOR FALL 2005

We appreciate your willingness to hold these classes at your facility. If there is any change in this regard, please notify me immediately.

The following are Victor Valley College classes to be held at Hook Community Center during the FALL 2005 semester. Unless specified, classes will run from August 29, 2005 through December 17, 2005

<u>SECT</u>	<u>CLASS</u>	<u>TIME</u>	<u>DAY(S)/DATES</u>
2917	ADPE 81	9:30AM-11:00AM	MWF

I have included our academic calendar, which shows the days that the above classes will *not* meet at your facility. If your facility *will be closed* on dates other than those listed, please let me know so that I can notify our instructor(s).

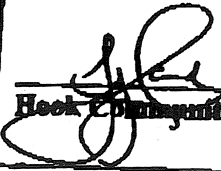
It would be most helpful if you would notify me of the room number or location assigned for the above class(es). Also, if the instructor is to pick-up keys: who, when, and where can they pick them up from.

Please complete the Rental Charges box and *indicate* if there is or is not a fee for the use of your facility. I will be requesting and mailing you a Certificate of Insurance for this location upon receipt of this signed letter. Enclosed is a pre-addressed return envelope for your convenience. If you have any further questions, please feel free to contact me on my cell (760) 559-5081.

Thank you for your cooperation and assistance with this matter.

Margarita Barbosa
Administrative Assistant, Auxiliary Services

Enclosures: VVC Academic Calendar

RENTAL CHARGES	
The district will be charged \$ <u>0</u> per hour/week/month (per class) for use of the facility. Please sign below to indicate approval and return in the enclosed return reply envelope. You are required to invoice us for the total amount due.	
 _____ Hook Community Center	_____ Victor Valley College District

18422 BEAR VALLEY RD, VICTORVILLE, CA 92395
PHONE: (760) 245-4271, EXT. 2480/2567 FAX: (760) 245-8745

VICTOR VALLEY COLLEGE
AUXILIARY SERVICES

Facilities Manager
Lucerne Valley Gun Range
P.O. Box 401
Lucerne Valley, CA 92356

RE: VVC OFF CAMPUS CLASSES FOR FALL 2005

We appreciate your willingness to hold these classes at your facility. If there is any change in this regard, please notify me immediately.

The following are Victor Valley College classes to be held at Lucerne Valley Gun Range during the _____ semester. Unless specified, classes will run from _____

SECT	CLASS	TIME	INST.	DAY(S)	DATES
5000	AJ 30	8:00AM-4:50PM	Fields	S	
5001	AJ 30	8:00AM-4:50PM	Fields	S	
7006	AJ 80	7:00PM-10:05PM	Fields	S	
7007	AJ 81	6:00PM-9:00PM	Fields	S	

I have included our academic calendar, which shows the days that the above classes will *not* meet at your facility. If your facility *will be closed* on dates other than those listed, please let me know so that I can notify our instructor(s).

It would be most helpful if you would notify me of the room number or location assigned for the above class(es). Also, if the instructor is to pick-up keys: who, when, and where can they pick them up from.

Please complete the Rental Charges box and *indicate* if there is or is not a fee for the use of your facility. I will be requesting and mailing you a Certificate of Insurance for this location upon receipt of this signed letter. Enclosed is a pre-addressed return envelope for your convenience. If you have any further questions, please feel free to contact me on my cell (760) 559-5570.

Thank you for your cooperation and assistance with this matter.

Deanna T. Murphy
Operations Assistant, Auxiliary Services

RENTAL CHARGES

The district will be charged \$ 0 per hour/week/month (per class) for use of the facility. Please sign below to indicate approval and return in the enclosed return reply envelope. You are required to invoice us for the total amount due.


Lucerne Valley Gun Range

Victor Valley College District

VICTOR VALLEY COLLEGE
AUXILIARY SERVICES

Gerri Terranova
Mountain View Montessori
12900 Amethyst Rd
Victorville, CA 92395

RE: VVC OFF CAMPUS CLASSES FOR SPRING 2006

We appreciate your willingness to hold these classes at your facility. If there is any change in this regard, please notify me immediately.

The following are Victor Valley College classes to be held at Mountain View Montessori during the Spring 2006 semester. Unless specified, classes will run from February 13, 2006 through June 10, 2006.

SECT	CLASS	TIME	INST.	DAY(S)	DATES
5359	CHDV 132	3:45PM-6:50PM	Terranova	M	2/14-6/10

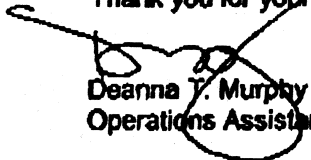
2/13?

I have included our academic calendar, which shows the days that the above classes will *not* meet at your facility. If your facility *will be closed* on dates other than those listed, please let me know so that I can notify our instructor(s).

It would be most helpful if you would notify me of the room number or location assigned for the above class(es). Also, if the instructor is to pick-up keys: who, when, and where can they pick them up from.

Please complete the Rental Charges box and *indicate* if there is or is not a fee for the use of your facility. I will be requesting and mailing you a Certificate of Insurance for this location upon receipt of this signed letter. Enclosed is a pre-addressed return envelope for your convenience. If you have any further questions, please feel free to contact me on my cell (760) 559-5570.

Thank you for your cooperation and assistance with this matter.


Deanna J. Murphy
Operations Assistant, Auxiliary Services

RENTAL CHARGES

The district will be charged \$ 0 per hour/week/month (per class) for use of the facility. Please sign below to indicate approval and return in the enclosed return reply envelope. You are required to invoice us for the total amount due.


Mountain View Montessori

Victor Valley College District

81

VICTOR VALLEY COLLEGE
AUXILIARY SERVICES



60998

October 6, 2005

Greg Coombs
Instructor
Spring Valley Lake Country Club
7070 SVL Box
Victorville, CA 92395

RE: VVC Off-Campus Classes for Fall 2005

Dear Mr. Coombs:

We appreciate your willingness to hold these classes at you facility. If there are any changes in this regard, please notify me immediately.

The following Victor Valley College classes will be held at Spring Valley Lake Country Club during the Fall semester. Unless specified, classes will run from August 29, 2005 through December 17, 2005.

Section	Class	Time	Days	Room Assigned
1987	PE 181 Golf	9:40 AM-11:05 AM	TTH	SVL Country Club

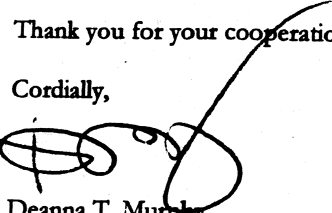
I have included our academic calendar, which shows the days that the above classes will not meet at your facility. If your facility will be closed on dates other than those listed, please let me know so that I can notify our instructor(s).

It would be most helpful if you would notify me of the room number or location assigned for the above class (es). Also, if the instructor is to pick-up keys, I need to know who, when and where can they pick them up.

Please complete the Rental Charges box and indicate if there is or is not a fee for the use of your facility. I will be requesting and mailing you a Certificate of Insurance for this location upon receipt of this signed letter. Enclosed is a pre-addressed return envelope for your convenience. If you have any further questions, please feel free to contact me at (760) 245-4271, extension 2707.

Thank you for your cooperation in this matter.

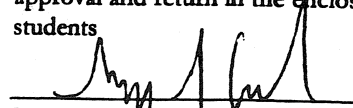
Cordially,


Deanna T. Murphy
Operations Assistant, Auxiliary Services

Enclosures: VVC Academic Calendar, Pre-addressed Return Envelope

Rental Charges

The district will be charged \$400.00 per semester for the use of the facility. Please sign below to indicate approval and return in the enclosed envelope. SVLCC also agrees to provide golf balls at no expense to students


Spring Valley Lake Country Club


Victor Valley College District

**VICTOR VALLEY COLLEGE
AUXILIARY SERVICES**

Pam Gerbitz
Victorville Public Works
14177 McArt Road
Victorville, CA 92395

RE: VVC OFF CAMPUS CLASSES FOR SPRING 2006

We appreciate your willingness to hold these classes at your facility. If there is any change in this regard, please notify me immediately.

The following are Victor Valley College classes to be held at Victorville Public Works during the Spring 2006 semester. Unless specified, classes will run from February 13, 2006 through June 10, 2006.

SECT	CLASS	TIME	INST.	DAY(S)	DATES
7323	CTPW 113	5:30PM-8:35PM	Sorensen	M	2/14-6/10

I have included our academic calendar, which shows the days that the above classes will *not* meet at your facility. If your facility *will be closed* on dates other than those listed, please let me know so that I can notify our instructor(s).

It would be most helpful if you would notify me of the room number or location assigned for the above class(es). Also, if the instructor is to pick-up keys: who, when, and where can they pick them up from.

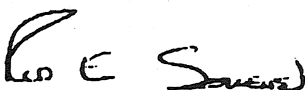
Please complete the Rental Charges box and *indicate* if there is or is not a fee for the use of your facility. I will be requesting and mailing you a Certificate of Insurance for this location upon receipt of this signed letter. Enclosed is a pre-addressed return envelope for your convenience. If you have any further questions, please feel free to contact me on my cell (760) 559-5570.

Thank you for your cooperation and assistance with this matter.


Deanna T. Murphy
Operations Assistant, Auxiliary Services

RENTAL CHARGES

The district will be charged \$ ϕ per hour/week/month (per class) for use of the facility. Please sign below to indicate approval and return in the enclosed return reply envelope. You are required to invoice us for the total amount due.



Victorville Public Works

Victor Valley College District

VICTOR VALLEY COLLEGE
AUXILIARY SERVICES

Pam Gerbitz
Victorville Public Works
14177 McArt Road
Victorville, CA 92395

RE: VVC OFF CAMPUS CLASSES FOR SPRING 2006

We appreciate your willingness to hold these classes at your facility. If there is any change in this regard, please notify me immediately.

The following are Victor Valley College classes to be held at Victorville Public Works during the Spring 2006 semester. Unless specified, classes will run from February 13, 2006 through June 10, 2006.

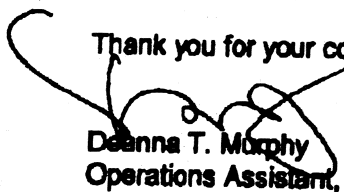
SECT	CLASS	TIME	INST.	DAY(S)	DATES
7323	CTPW 113	5:30PM-8:35PM	Sorensen	M	2/14-6/10

I have included our academic calendar, which shows the days that the above classes will *not* meet at your facility. If your facility *will be closed* on dates other than those listed, please let me know so that I can notify our instructor(s).

It would be most helpful if you would notify me of the room number or location assigned for the above class(es). Also, if the instructor is to pick-up keys: who, when, and where can they pick them up from.

Please complete the Rental Charges box and *indicate* if there is or is not a fee for the use of your facility. I will be requesting and mailing you a Certificate of Insurance for this location upon receipt of this signed letter. Enclosed is a pre-addressed return envelope for your convenience. If you have any further questions, please feel free to contact me on my cell (760) 559-5570.

Thank you for your cooperation and assistance with this matter.



Deanna T. Murphy
Operations Assistant, Auxiliary Services

RENTAL CHARGES

The district will be charged \$ ϕ per hour/week/month (per class) for use of the facility. Please sign below to indicate approval and return in the enclosed return reply envelope. You are required to invoice us for the total amount due.

Leo E. Sorensen
Victorville Public Works

Victor Valley College District

ADMINISTRATIVE SERVICES

JUNE 27, 2006

TOPIC: AUTHORIZED AGENT TO THE JOINT POWERS AUTHORITIES

TO THE SUPERINTENDENT/PRESIDENT:

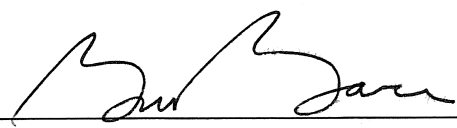
For the 2006-07 fiscal year the district wishes to acknowledge Bruce Baron and Lael Willingham as the Victor Valley Community College District Representative and Alternate to the Statewide Association of Community Colleges (SWACC) Joint Powers Authority and the Protected Insurance Program for Schools (PIPS) Joint Powers Authority. In this role, they will represent the district in all insurance activities and committees involving property, liability and workers compensation coverages through the JPAs.

Fiscal impact: none

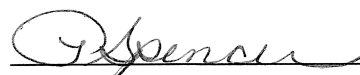
RECOMMENDATION:

It is recommended that the Board of Trustees approve Bruce Baron and Lael Willingham as the Victor Valley Community College Representative and Alternate to the SWACC-JPA and the PIPS-JPA for 2006-07.

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 _____

INFORMATION ONLY _____

ADMINISTRATIVE SERVICES

JUNE 27, 2006

TOPIC: AUTHORIZED SIGNATORY

TO THE SUPERINTENDENT/PRESIDENT:

For the 2005-2006 fiscal year Dr. Patricia Spencer, Dr. Marianne Tortorici, Bruce Baron and Mary Pringle should be acknowledged as authorized representative of the Board of Trustees to execute:

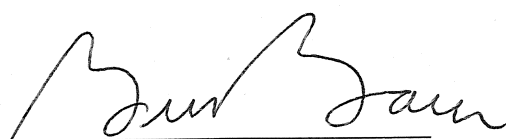
- | | | |
|------------------------------|-----------------------------|-----------------------------|
| Contracts and Agreements | Batch Payments | Employee Expense Claims |
| Resolutions and Applications | Budget Transfers | Payroll Prelists |
| Receipts and Disbursements | Certify/Attest Board Action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

Fiscal Impact: none

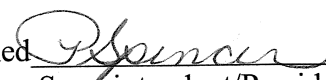
RECOMMENDATION:

It is recommended that the Board of Trustees approve the signatures of Patricia Spencer, Marianne Tortorici, Bruce Baron and Mary Pringle to represent the board in the above-named cases for fiscal year 2006-2007 per Education Code 72282.

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 _____

ADMINISTRATIVE SERVICES

JUNE 27, 2006

TOPIC: ELECTRONIC SIGNATURE KEY

TO THE SUPERINTENDENT/PRESIDENT:

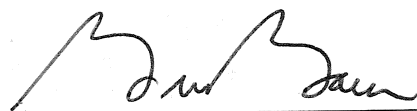
In accordance with Education Code Section 81655, we are requesting authorization of electronic signature key use for Bruce Baron, Mary Pringle, and Lael Willingham, from July 1, 2006 through June 30, 2007. This authorization is for the commercial order and transfer of expenditures programs.

Fiscal Impact: none

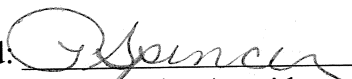
RECOMMENDATION:

It is recommended the Board of Trustees approve Bruce Baron, Mary Pringle and Lael Willingham as authorized electronic signature key users for the period July 1, 2006 through June 30, 2007.

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 ____

JUNE 27, 2006

ADMINISTRATIVE SERVICES

TOPIC: AUTHORIZED SIGNATORY

TO THE SUPERINTENDENT/PRESIDENT:

For the 2006-2007 fiscal year:

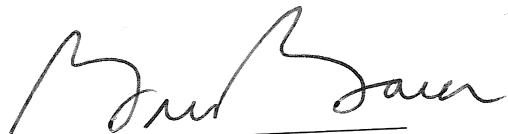
1. The Vice President of Student Services, Dr. Willard Lewallan, should be acknowledged as the authorized representative of the Board of Trustees to execute Contracts and Agreements.

Fiscal Impact: none

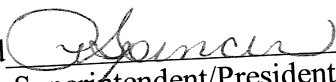
RECOMMENDATION:

It is recommended that the Board of Trustees approve the signature of Dr. Willard Lewallan, to represent the board in the above-named case for fiscal year 2006-2007 per Education Code 72282.

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 _____

INFORMATION ONLY _____

Ayes ___ Noes ___

ADMINISTRATIVE SERVICES

JUNE 27, 2006

TOPIC: DONATIONS


TO THE SUPERINTENDENT/PRESIDENT:

The Victor Valley College Foundation has made expenditures from cash donations to specific funds and scholarships as listed for Victor Valley College (\$32,220.85 in-kind cash donations, \$25,917.83 in scholarships) for a total amount of \$58,138.68. In addition the Foundation has also received property donations as listed. These donations are for the period from April 1, 2006 through April 30, 2006.

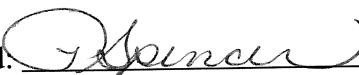
RECOMMENDATION:

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
April, 2006

Project Description	Post Date	Trans. Amount	Account Description	Reference
Agriculture (Mojave Sustainability Project)	04/17/06	\$400.00	Outside Labor	Agriculture Stipend
Agriculture (Mojave Sustainability Project)	04/17/06	\$400.00	Outside Labor	Agriculture Stipend
Agriculture (Mojave Sustainability Project)	04/17/06	\$400.00	Outside Labor	Agriculture Stipend
Agriculture (Mojave Sustainability Project)	04/17/06	\$800.00	Outside Labor	Agriculture Stipend
Agriculture (Mojave Sustainability Project)	04/17/06	\$567.83	Travel	Reimb for Chico Sustainability Conference
Agriculture (Mojave Sustainability Project)	04/17/06	\$78.37	Meals	Reimb for Chico Sustainability Conference
Agriculture (Mojave Sustainability Project)	04/17/06	\$160.00	Education & Training	Reimb for Chico Sustainability Conference
Agriculture (Mojave Sustainability Project)	04/17/06	\$59.24	Office Expense	Reimb for Chico Sustainability Conference
Agriculture (Mojave Sustainability Project)	04/17/06	\$800.00	Outside Labor	Agriculture Stipend
Agriculture (Mojave Sustainability Project)	04/25/06	\$57.47	Meals	Credit Card Charges
Agriculture (Mojave Sustainability Project)	04/25/06	\$650.50	Equipment / Supplies	Credit Card Charges
Agriculture Total:		\$4,373.41		
CNSA of VVC	04/25/06	\$353.95	Travel	CNSA Convention airline reimbursement
CNSA of VVC	04/25/06	\$285.00	Travel	CNSA Travel Reimb
CNSA of VVC	04/25/06	\$140.00	Meals	CNSA Travel Reimb
CNSA of VVC	04/25/06	\$85.00	Meetings/Seminars	CNSA Travel Reimb
CNSA of VVC Total:		\$863.95		
Facilities Fund	04/17/06	\$17,000.00	Consultants	VVCC Bond Planning Services
Facilities Fund Total:		\$17,000.00		
Friends of Botanical Gardens	04/17/06	\$16.16	Printing	Printing & Garden supplies reimb.
Friends of Botanical Gardens	04/17/06	\$83.84	Equipment / Supplies	Printing & Garden supplies reimb.
Friends of Botanical Gardens Total:		\$100.00		
Friends of the Library	04/03/06	\$98.18	Office Expense	Copy reimb for Fr. of the Library
Friends of the Library Total:		\$98.18		

VVC FOUNDATION SUPPORT TO VVC
Expenditures Made From Cash Donations

April, 2006

Project Description	Post Date	Trans. Amount	Account Description	Reference
Golf Team	04/25/06	\$699.30	Equipment / Supplies	Golf Team Shirts & Accessories
Golf Team	04/25/06	\$73.27	Printing	Golf Expense Reimb.
Golf Team	04/25/06	\$323.47	Meals	Golf Expense Reimb.
Golf Team	04/25/06	\$1,039.76	Equipment / Supplies	Golf Expense Reimb.
Golf Team	04/25/06	\$62.01	Travel	Golf Expense Reimb.
Golf Team Total:		\$2,197.81		
Paramedic Academy	04/19/06	\$1,400.00	Catering	2006 June Paramedic Graduation
Paramedic Academy Total:		\$1,400.00		
The California Wellness Foundation	04/03/06	\$3,350.00	Grants Awarded	Grant Admin 03/02/06 - 03/29/06
The California Wellness Foundation	04/19/06	\$2,837.50	Grants Awarded	Grant Admin. 03/30/06 - 04/18/06
TCWF Grant Total:		\$6,187.50		
General Scholarship Clearing Fund	04/17/06	\$5,917.83	Scholarships	Scholarships Thru 04/13/06
Scholarship Total:		\$5,917.83		
GRAND TOTAL:		\$38,138.68		

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

April, 2006

<u>Date</u>	<u>Constituent</u>	<u>Fund</u>	<u>Gift Value Reference</u>
4/26/2006	Collene Barnhart	FR-Library	\$1.00 Books (no value stated)
4/26/2006	John More	VVC-Construction	\$550.00 Carrier HVAC Combination Unit
4/26/2006	Tom Owens	VVC-Auto	\$4,950.00 Specialty Tools
		Grand Total:	\$5,501.00

3 Gift(s) listed

ADMINISTRATIVE SERVICES

JUNE 27, 2006

TOPIC: RENTAL – MOBILE MINI, INC.

TO THE SUPERINTENDENT/PRESIDENT:

The district wishes to enter into a month-to-month rental from approximately June 06 to October 07 with Mobile Mini, Inc., to supply (1) 10x18 storage container and (2) 8x8x40 storage containers to be used by the Performing Arts department during the construction of the Speech/Drama Addition.

Fiscal impact:

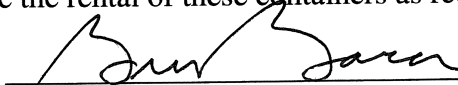
Fiscal Year 05-06 Not to exceed \$764.00 for the first month rental and delivery charges.

Fiscal Year 06-07 Not to exceed \$450.00 per month for a total of \$5,400.00

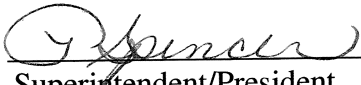
RECOMMENDATION:

It is recommended that the Board of Trustees approve the rental of these containers as requested.

REFERENCE FOR AGENDA: YES

Signed: 
Vice President, Administrative Services

TRANSMITTED TO THE BOARD WITH A FAVORABLE RECOMMENDATION:

Signed: 
Superintendent/President

ACTION TAKEN BY THE BOARD:

MOTION _____

SECOND _____

INFORMATION ONLY _____

K
2 locks
REQ 10002

Mobile Mini, inc.
Accounts Receivable
7420 S Kyrene Rd., Suite 101
Tempe, AZ 85283
(480) 894-6311

PRICES & TERMS DOCUMENT

Date
05-25-06

Rental Offsite Standard-4
Page 1
Document No
941001014/1

Customer Service #1-800-456-1751

Branch/Pick-Up Phone #909.356.1690

Bill To: 21019586
Victor Valley Community Colleg
18422 Bear Valley Rd.
Victorville
CA 92392

Ship To: Victor Valley Community C
18422 Bear Valley Rd.
VICTORVILLE
CA 92395-5850

X-MOJAVE FISH HATCHERY
Job Name: TO FOLLOW/ ARLENE

See Attached Map

Terms: Net 10 Sales Person: Cassandra Oliver

PO: TO FOLLOW/ ARLENE

Rental Begins: 05-30-06 Est. Rental Term: 18 Periods Est. Return: 10-15-07
Minimum Term: (1 Period = 28 days)

Serialized Unit or Item	Quantity	Tax	Price Rate
Model 402K 40' Premium & TRI Doors MMI#: <u>BS4047K100</u> ISD#: <u>4021245</u> MAXIMUM WEIGHT 0# MAXIMUM CONTENTS VALUE \$5,120 CONTAINER REPLACEMENT COST \$7,500	1	50717	\$125.00 per period
PPE 35' to 40'	1	50717	\$3.00 per period
Container Guard Lock Keyed Different	2	50717	\$19.95 Each
Delivery	1	50717	\$95.00 Each
Pick up	1	50717	\$95.00 Each
Loss Limitation Waiver		50717	\$15.00 per period

Initial Charges

Total Rentals	\$143.00
Total Misc. Charges	\$229.90
Other fees & Charges	\$27.75
Total	USD \$400.65

38.90
361.75

DELIVERY INFORMATION

Door Location: N/A Delivery Time: N/ Call First: NO Appearance: N/A
Add'l Del. Inst.: SEE STEVE GARCIA
Instructions:
Map Date/Grid: SB 4387 A5

MICHELLE
MESSER
x7149

JUNE 27, 2006

ADMINISTRATIVE SERVICES

TOPIC: BOARD OF TRUSTEES TRANSFERS & PAYMENTS REPORT

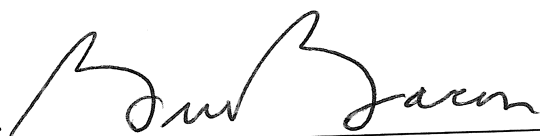
TO THE SUPERINTENDENT/PRESIDENT:

This is of a routine nature.

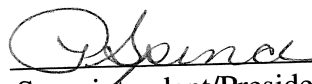
RECOMMENDATION:

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

REFERENCE FOR AGENDA: YES

Signed: 
Vice President, Administrative Services

TRANSMITTED TO THE BOARD WITH A FAVORABLE RECOMMENDATION:

Signed: 
Superintendent/President

ACTION TAKEN BY THE BOARD:

MOTION _____

SECOND _____

INFORMATION ONLY _____

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
BUDGET TRANSFERS/INTERFUND TRANSFERS
June 27, 2006

Batch	Reference	Fund
BUDGET TRANSFERS		
447	60226	01
459	60237	01
484	60246	01
500	60251	01
538	60261	01
	60262	01
INTERFUND TRANSFERS		
419	62662	01/72
494	63043	01/72
516	63183	01/72
526	63213	01/71/72
534	63230	01/72
536	63235	01/72

**BOARD PAYMENT REPORT
BOARD OF TRUSTEES MEETING JUNE 27, 2006**

	General Fund	Cafeteria	Cap Projects Fund	Child Dev Ctr Fund	Debt Repayment
BATCH 627	\$ 15,355.29				
BATCH 627A	\$ 18,862.41				
BATCH 628				\$ 316.66	
BATCH 629	\$ 270.00				
BATCH 630 VOIDED					
BATCH 630A	\$ 4,635.70				
BATCH 631	\$ 6,662.38				
BATCH 632	\$ 5,636.32				
BATCH 632A	\$ 40,255.86		\$ 1,004.23		\$ 596.59
BATCH 633					
BATCH 634	\$ 308.83				
BATCH 635	\$ 526.58				
BATCH 636					
BATCH 637 VOIDED					
BATCH 637A	\$ 1,075.65				
BATCH 638	\$ 33,977.99				
BATCH 639	\$ 3,561.28				
BATCH 640 VOIDED					
BATCH 640A	\$ 20,077.17				
BATCH 641	\$ 6,033.27				
BATCH 641A	\$ 1,295.09				
BATCH 642	\$ 12,429.87		\$ 29,824.70		
BATCH 643					
BATCH 644 VOIDED					
BATCH 644A	\$ 3,455.70				
BATCH 645	\$ 2,282.06				
BATCH 645A	\$ 1,103.24				
BATCH 646	\$ 4,890.75				
BATCH 647	\$ 29,130.83				
BATCH 648	\$ 2,400.00				
BATCH 649	\$ 5.66				
BATCH 650	\$ 476.79				
BATCH 651	\$ 1,746.89				

**BOARD REPORTS
BOARD OF TRUSTEES MEETING JUNE 27, 2006**

	General Fund	Cafeteria	Cap Projects Fund	Child Dev Ctr Fund	Debt Repayment
BATCH 652	\$ 873.81				
BATCH 653	\$ 53,210.77				
BATCH 653A	\$ 2,515.00		\$ 17,596.92		
BATCH 654	\$ 4,986.02				
BATCH 655	\$ 3,109.67				
BATCH 655A					
BATCH 656 VOIDED			\$ 1,612.90		
BATCH 656A	\$ 2,335.25				
BATCH 657	\$ 7,686.75				
BATCH 657A	\$ 9,597.85				
BATCH 658					
BATCH 659 VOIDED			\$ 31,918.65		
BATCH 659A					
BATCH 660 VOIDED					
BATCH 660A					
BATCH 661 VOIDED			\$ 11,078.36		
BATCH 661A	\$ 27,542.69				
BATCH 662	\$ 4,421.70				
BATCH 663	\$ 164,762.60				
BATCH 664	\$ 240.00				
BATCH 665					
BATCH 666 VOIDED					
BATCH 666A	\$ 59,325.70				
BATCH 667	\$ 23,485.76				
BATCH 667A	\$ 1,566.12				
BATCH 668	\$ 1,700.41				\$ 26.40
BATCH 669			\$ 2,647.81		
BATCH 670	\$ 167.48				
BATCH 671	\$ 205.10				
BATCH 672	\$ 60,075.83				
BATCH 673	\$ 9,185.59				
BATCH 674	\$ 28,220.83		\$ 1,509.16		
BATCH 674A					\$ 1,728.06
BATCH 675					
BATCH 676	\$ 8,118.71				
BATCH 677					
					\$27,485.00

**BOARD REPORTS
BOARD OF TRUSTEES MEETING JUNE 27, 2006**

	General Fund	Cafeteria	Cap Projects Fund	Child Dev Ctr Fund	Debt Repayment
BATCH 678	\$ 2,214.99				
BATCH 679	\$ 190.00				
BATCH 680	\$ 671.95				
BATCH 681	\$ 4,998.00				
BATCH 682	\$ 15,752.99				
BATCH 682A	\$ 4,587.36				\$ 281.52
BATCH 683	\$ 13,342.23				
BATCH 684	\$ 30,291.39				
BATCH 684A					
BATCH 685 CONTAINS NO PAYMENT					
BATCH 686	\$ 35,270.86		\$ 38,433.40		
BATCH 867	\$ 35,331.94				
BATCH 688 CONTAINS NO PAYMENT	\$ 3,314.19				
BATCH 688A	\$ 1,027.92				
BATCH 689	\$ 10,728.05				
BATCH 689A	\$ 31,364.15				
BATCH 690	\$ 5,792.35				
BATCH 690A	\$ 1,333.74				
BATCH 691	\$ 13,769.80				
BATCH 691A					
BATCH 692					
BATCH 693 CONTAINS NO PAYMENT					
BATCH 694	\$ 270.00				\$ 1,224.01
BATCH 695	\$ 32,643.19				\$ 1,381.19
BATCH 696	\$ 4,860.80				\$ 604.32
BATCH 697	\$ 10,850.72				
BATCH 698					
BATCH 699					
BATCH 699A					

TOTAL	\$ 948,395.87	\$ 0.00	\$ 38,433.40	\$ 281.52	\$ 6,158.75	\$ 27,485.00
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INSTRUCTION

JUNE 27, 2006

TOPIC: AGREEMENT – CONTRACT EDUCATION SERVICES

TO THE SUPERINTENDENT/PRESIDENT:

The district desires to enter in to the Contract Education Services agreement(s) listed below for courses offered in the Contract Education department. Payment to contractors for courses taught per these agreements will be made after courses have been completed and per the terms of the contract.

VENDOR	COURSE	COURSE DATES	TENTATIVE AMOUNT RCVD
Solera at Apple Valley	Physical Fitness (Aerobic)	6/29/06-8/31/06	\$ 500.00
Womb to Walk	Childbirth Education	8/5/06-8/26/06	\$ 700.00
Womb to Walk	Childbirth Education	9/1/06-10/27/06	\$ 700.00
Womb to Walk	Learn Newborn Massage	9/9/06-11/4/06	\$ 500.00
Womb to Walk	Happiest Baby on the Block	9/16/06-11/18/06	\$ 400.00
Lord & Payne, Inc.	Down & Dirty Anger Management and Ways We Cope	8/23/06	\$ 1,000.00
Liberty Tax Service	Federal Income Tax Preparation (CTEC Certified)	9/11/06-11/16/06	\$ 1,000.00
Notary Public Seminars	Notary Public Workshop	1/21/06	\$ 3,000.00
Notary Public Seminars	Certified Loan Signing Agent	1/22/06	\$ 2,000.00
Notary Public Seminars	Child Visitation Monitor Overview Part I	7/29/06	\$ 990.00
Notary Public Seminars	Advanced Education for Child Visitation Monitor – Part II	7/30/06	\$ 990.00
Notary Public Seminars	Notary Public Workshop	9/16/06-12/9/06	\$ 9,000.00
Notary Public Seminars	Certified Loan Signing Agent	10/29/06-12/10/06	\$ 4,000.00
California School of Notary Public	Become a California State Notary Public-Online	8/28/06-12/16/06	\$ 700.00
California State Notary Public	Notary Public Workshop	8/30/06-12/16/06	\$ 4,000.00
California State Notary Public	Certified Loan Signing Agent	9/16/06-12/2/06	\$ 3,600.00
Learn CPR 4 Life	American Heart Association Healthcare Provider CPR	9/25/06-12/4/06	\$ 3,000.00
Terry S. Rowan, Inc.	Medical Front Office-A Home Study Course - Online	10/14/06	\$ 1,750.00
Terry S. Rowan, Inc.	Medical Transcription	10/14/06	\$ 1,750.00
Terry S. Rowan, Inc.	Beginning Medical Insurance Billing I	10/14/06	\$ 4,450.00
Terry S. Rowan, Inc.	How to Start Your Own Medical Insurance Billing Service from Home	10/15/06	\$ 2,600.00
Terry S. Rowan, Inc.	Beginning Medical Insurance Billing II	10/15/06	\$ 3,600.00
Terry S. Rowan, Inc.	On-line Medical Insurance Billing	10/15/06	\$ 2,000.00
		TOTAL	\$52,230.00

Fiscal Impact: \$52,230.00 to the District.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the agreement(s) for Contract Education Services courses with the above contractor(s).

REFERENCE FOR AGENDA: No

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

TRANSMITTED TO THE BOARD WITH A FAVORABLE RECOMMENDATION:

Signed *D. Spencer*
Superintendent/President

ACTION TAKEN BY THE BOARD:

MOTION _____

SECOND _____

Ayes _____ Noes _____

INFORMATION ONLY _____

INSTRUCTION

JUNE 27, 2006

TOPIC: AGREEMENT-SAN ANTONIO COMMUNITY HOSPITAL

TO THE SUPERINTENDENT/PRESIDENT:

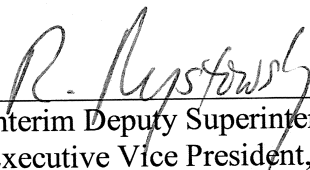
The district wishes to renew the agreement for clinical education with San Antonio Community Hospital for the purpose of allowing VVC Nursing, Respiratory Therapy, Emergency Medical Technician, Paramedic, CAN, HHA, and related Health Sciences program students obtain hands on clinical learning experiences and to set forth the terms and conditions of the agreement as attached.

Fiscal Impact: None

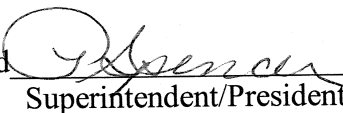
RECOMMENDATION:

It is recommended that the Board of Trustees renew the agreement for clinical education with San Antonio Community Hospital as per the attached.

REFERENCE FOR AGENDA: Yes

Signed 
Interim Deputy Superintendent/
Executive Vice President, Instruction

TRANSMITTED TO THE BOARD WITH A FAVORABLE RECOMMENDATION:

Signed 
Superintendent/President

ACTION TAKEN BY THE BOARD:

MOTION _____

SECOND _____

Ayes _____ Noes _____

INFORMATION ONLY _____

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**SAN ANTONIO COMMUNITY HOSPITAL AGREEMENT
FOR CLINICAL EDUCATION**

This agreement is entered into this 1st day of July, 2006, by and between San Antonio Community Hospital (hereinafter 'Hospital') and VICTOR VALLEY COLLEGE (hereinafter 'College') and will expire on this 30th day of June 2007.

WITNESSETH

WHEREAS, College operates community education for Registered Nursing, Respiratory Therapy, EMT, Paramedic, CAN, HHA, and related Health Sciences programs.

WHEREAS, the said curriculum complies with all applicable laws and regulations; and

WHEREAS, the Hospital operates facilities which are suitable for the Program; and

WHEREAS, all parties will benefit if students of the Program use the Hospital which is located at 999 San Bernardino Rd., Upland, CA 91786 during their participation in the Program.

NOW THEREFORE, the parties hereto enter into this Agreement as a full statement of their respective responsibilities during the term of this Agreement and in consideration of the representations made above the covenants and the conditions set forth herein, the parties agree as follows:

PROVISIONS

1. **OBLIGATIONS OF COLLEGE**

1.1 COLLEGE SHALL:

- A. It shall be the responsibility of the Academic Coordinator of Clinical Education, after consultation with the Hospital, to help plan the clinical educational program for student clinical experiences.
- B. Designate the students who are enrolled and in good standing in the said curriculum to be assigned for clinical training at the facilities. The College will assign to the Hospital only those students who have satisfactorily completed the prerequisite didactic portion of the curriculum.
- C. Supervise all students and their clinical training at the facilities and provide the instructors for the Program.
- D. Maintain all attendance and academic records of students participating in the Program.
- E. Provide a list of names and telephone numbers of students and instructors on or

before commencement of program. The list will be available in the Nursing Office.

- F. Require every student and faculty to conform to all applicable Hospital policies, procedure and regulations, and to all additional requirements and restrictions agreed upon by representatives of the College and Hospital.
- G. Require College's program administrator and instructors to reach mutual agreement with the Hospital's designated representatives to the appropriateness of clinical objectives with designated area of facility to be utilized for instruction of students.
- H. Be responsible for the care and control of educational supplies, materials and equipment used for instruction during the Program.
- I. Report to the Hospital the clinical schedule for each student and the instructor assigned before the commencement of each instructional session.
- J. Require program administrator and instructors to attend any orientation program presented for them by the Hospital, if applicable.
- K. Provide Program students with orientation information about the facilities in accord with any orientation presented by the Hospital to Program instructors.
- L. Assumes the responsibility for instructing students in safety awareness relative to occupational exposure to bloodborne pathogens.
- M. Require that at the time each student first reports to the Hospital, the student complies with the Hospital's requirements for immunizations and tests.
- N. Ensure that, prior to clinical placement, each student will be tested for tuberculosis with the PPD skin test within one year or if the student has a history of positive skin tests they will have a chest x-ray within the last three years in accordance with Hospital Policy. Chest x-rays will be accompanied by a TB questionnaire.
- O. Ensure that, prior to clinical placement, each student has taken or declined the Hepatitis B series.
- P. Ensure that, prior to clinical placement, each student will provide to University documentation of required immunization(s) as follows:
 - a. Measles, Mumps, Rubella (MMR)
 - b. Tetanus/Diphtheria booster
 - c. Chickenpox
 - d. Rubeola (2MMRs)
- Q. Ensure that its instructors and students in the Program maintain the confidentiality of any and all patient and other information received in the course of the Program and do not discuss, transmit or narrate in any form, any patient information of a personal nature, medical or otherwise, except as a necessary part of a patient's treatment plan or the Program.

- R. Ensure that, at the beginning of a school program and prior to clinical placement, a background check will be conducted at the expense of either the student or the University. The background check will meet the requirements listed in the attachment to this Agreement.

2. OBLIGATIONS OF THE HOSPITAL

A. THE HOSPITAL SHALL:

- A. Permit access for the Program instructors and those designated by College, pursuant to Paragraph 1B above, to the facilities as necessary to participate in the Program, so long as such access does not interfere with the regular activities of the facilities.
- B. Maintain the facilities so that they at all times shall conform to the requirements of the state and/or federal regulations and other accrediting agencies.
- C. Provide, when possible, a reasonable amount of storage space for College's instructional materials and reasonable classroom or conference room space at the facilities for use in the Program.
- D. Assign a member or members of the Hospital staff to participate with the Program administrator or designee to plan, implement, and coordinate the Program, so long as such participation does not interfere with the personnel's regular service commitments. The name of the designated person(s) shall be given to College prior to commencement of each instructional session.
- E. Recommend that the College withdraw from the facilities any student who the Hospital determines is not performing satisfactorily or is not complying with the Hospital's policies, procedures and regulations. Such recommendation shall be in writing and include a statement why the Hospital recommends that the student be withdrawn. College shall comply with such recommendation within (5) days of receiving it. The Hospital also reserves the right, exercisable in its discretion after consultation with the College, to exclude any student from its premises in the event that such a person's conduct or state of health is deemed objectionable or detrimental, having in mind the proper administration of said Hospital.
- F. Provide necessary emergency health care or first aid necessitated by an accident occurring at the facilities for a student participating in the Program. The Hospital shall be reimbursed such costs in accordance with the usual workers' compensation provisions.
- G. Retain ultimate professional and administrative accountability for all patient care.
- H. Shall maintain their customary number of staff as a result of the assignment of Program students to the facilities.

- I. Provide College with a supply of San Antonio Community Hospital Contractor Handbook for the purpose of orienting students to the Hospital policies and procedures. Students will acknowledge receipt of the Contractor Handbook by signing an acknowledgement form, which will be kept in student's file by College.

3. CONFIDENTIALITY

Employees, students and all representatives of the College agree to comply with the applicable provisions of the Administrative Simplification section of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320 through d-8 ("HIPAA"), and the requirements of any regulations promulgated thereunder, including, without limitation, the federal privacy regulations as contained in 45 C.F.R. Part 164, and the federal security standards as contained in 45 C.F.R. Part 142 (collectively, the "Regulations"). Employees, students and all representatives of the College shall not use or further disclose any protected health information, as defined in 45 C.F.R. § 164.504, or individually identifiable health information, as defined in 42 U.S.C. § 1320d (collectively, the "Protected Health Information"), other than as permitted by this Agreement and the requirements of HIPAA or the Regulations. Employees, students and all representatives of the College shall implement appropriate safeguards to prevent the use or disclosure of Protected Health Information other than as contemplated by this Agreement. Employees, students and all representatives of the College shall promptly report to SACH any use or disclosures, of which they become aware, of Protected Health Information in violation of HIPAA or the Regulations. In the event that employee, student and/or any representatives of the College contracts with any agents to whom they provide Protected Health Information (*i.e.*, a billing company), employees, students and all representatives of the College shall include provisions in such agreements pursuant to which they and such agents agree to the same restrictions and conditions that apply to employees, students and all representatives of the College with respect to Protected Health Information. Employees, students and all representatives of the College shall make its internal practices, books and records relating to the use and disclosure of Protected Health Information available to the Secretary to the extent required for determining compliance with HIPAA and the Regulations. No attorney-client, accountant-client or other legal or equitable privilege shall be deemed to have been waived by employees, students and all representatives of the College or SACH by virtue of this Section 3. The provisions set forth herein shall survive expiration or other termination of this Agreement, regardless of the cause of such termination.

4. INSURANCE

4.1 College shall purchase and maintain for the duration of this Agreement and after the expiration of this Agreement as provided below, the following insurance coverage:

4.2 Comprehensive general liability insurance to cover College's employees and students while at the facilities at levels of not less than One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) annual aggregate.

4.3 Professional liability insurance for such employees and students at levels of not less than One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) annual aggregate.

The College shall furnish Hospital with certificates evidencing compliance with these insurance requirements upon request. Certificates shall further provide for thirty (30) days advance written notice to Hospital of any cancellation of the above coverage. If College obtains insurance on a "claims-made" basis (as opposed to an "occurrence" basis), such party shall be responsible for purchasing "tail" coverage upon the expiration or the earlier termination of this Agreement in order to cover claims made following the expiration or the earlier termination of this Agreement.

The College hereby agrees to defend, indemnify and save harmless the Hospital from liability or damages the Hospital may suffer as a result of claims, demands, costs or judgments against it resulting from the operation of the program covered by this Agreement resulting from the negligence of the College, its employees, students or authorized agents. The Hospital agrees to give the College notice in writing within thirty (30) days of any claim made against it on the obligations covered hereby.

The Hospital hereby agrees to defend, indemnify and save harmless the College from liability or damages the College may suffer as a result of claims, demands, costs or judgments against it resulting from the operation of the program covered by this Agreement resulting from the negligence of the Hospital, its employees, directors, or agents. The College agrees to give Hospital notice in writing within thirty (30) days of any claim made against it on the obligations covered hereby.

5. TERM AND TERMINATION

5.1 This Agreement shall be in effect for a term of one year from the date of execution and may be renewed for an additional one year term upon mutual and written agreement of both parties.

5.2 This Agreement may be terminated by either party, at any time, for any reason, upon thirty (30) days written notice to the other party.

5.3 If the termination date occurs while a student of the College has not completed his or her clinical learning experience at the Hospital and is in good standing with the Hospital, the student shall be permitted to complete the scheduled learning experience, and the College and the Hospital shall cooperate to accomplish this goal.

6. ARBITRATION

6.1 All disputes arising under, in connection with, or concerning the interpretation, enforcement or breach of this Agreement shall be arbitrated by the Los Angeles Office of the American Arbitration Association in accordance with its applicable commercial rules. The losing party shall pay the reasonable attorneys' fees and costs of the prevailing party in the arbitration, as well as with respect to any procedure or litigation, including any appeal, related to any arbitration award or judgment and/or the enforcing and/or collection of any such judgment or award. The parties intend that the Arbitrator shall have the broadest power possible to conclusively resolve all such disputes, and that no judicial review shall be made of the Arbitrator's decision on any grounds, including public policy, except for fraud or corruption in or by the Arbitrator, or lack of due process in the Arbitration hearing.

7. GOVERNING LAW

7.1 This Agreement shall be governed by and interpreted under the laws of the State of California.

7.2 Employees, students and all representatives of the College shall at all times comply with all applicable federal, state and local laws.

8. NONWAIVER

8.1 The failure of any party to enforce at any time any of the provisions hereof shall not be construed to be a waiver of the right of such party thereafter to enforce such provisions.

9. NOTICES

9.1 Any notice to be made in connection with this Agreement shall be in writing and shall be deemed effectively given when delivered in person or sent by registered or certified mail, telegram or telex by one party to the other party, as follows:

Hospital San Antonio Community Hospital

999 San Bernardino Road

Upland, CA 91786

Attention: Liz Aragon RN, MHA, Vice President, Nursing Services

College: Victor Valley College

18422 Bear Valley Rd

Victorville, CA 92395

Attention: Patricia Green, RN, Ed.D., Director of Nursing

or such other addressees as any party may specify by written notice to the other.

10. INDEMNIFICATION

10.1 College shall save and hold Hospital harmless from and against and shall indemnify Hospital for any liability, loss, cost, expense or damage whatsoever caused by reason of any injury sustained by any person or to property by reason of any act, neglect, default or omission of College or any of its staff, students or other representatives. If Hospital is sued in any court for damages by reason of any of the acts of College, its staff, students or other representatives, College shall defend said action (or cause same to be defended) at its own expense and shall pay and discharge any judgment that may be rendered in any such action. If College fails or neglects to so defend said action, Hospital may defend the same and any expenses, including reasonable attorneys' fees, which Hospital may pay or incur in defending said action and the amount of any judgment which Hospital may be required to pay shall be promptly

reimbursed by College upon demand.

10.2 Hospital shall save and hold College harmless from and against and shall indemnify College for any liability, loss, cost, expense or damage whatsoever caused by reason of any injury sustained by any person or to property by reason of any act, neglect, default or omission of Hospital or any of its staff, directors, or other representatives. If College is sued in any court for damages by reason of any of the acts of Hospital, its staff, students or other representatives, Hospital shall defend said action (or cause same to be defended) at its own expense and shall pay and discharge any judgment that may be rendered in any such action. If Hospital fails or neglects to so defend said action, College may defend the same and any expenses, including reasonable attorney's fees, which College may pay or incur in defending said action and the amount of any judgment which College may be required to pay shall be promptly reimbursed by Hospital upon demand.

10.3 Neither termination of this Agreement nor completion of the term of this Agreement shall release any party from its obligations to indemnify as to any claim or cause of action asserted so long as the event upon which such claim or cause of action is predicted shall have occurred prior to the effective date of any such termination or completion.

11. STATUS OF COLLEGE, ITS PERSONNEL AND HOSPITAL

The parties expressly understand and agree that:

11.1 This Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association between College and the Hospital and their employees, students, partners, or agents, but rather is an agreement by and among independent Agencies.

11.2 College's instructors and students are present at the facilities only for educational purposes, and such instructors and students are not to be considered employees or agents of the Hospital for any purpose including, but not limited to, compensation for services, employee welfare and pension benefits, or any other fringe benefits of employment. None of the College's students, instructors, employees, or agents shall receive any compensation from the Hospital.

11.3 The Hospital will assess no fees to the College for the use of the Hospital's clinical resources; likewise, the students will receive no remunerations from the Hospital for services incidental to their clinical experience.

12. PUBLICITY

12.1 Neither College nor the Hospital shall cause to be published or disseminated any advertising materials, either printed or electronically transmitted, which identify another party or its facilities with respect to the Program without the prior written consent of the other party.

13. SEVERABILITY

13.1 If any part of this Agreement is held by a court of competent jurisdiction of California or federal law to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect.

14. ENTIRE AGREEMENT

14.1 This Agreement contains the final, complete and exclusive Agreement between the parties hereto. Any prior agreements, promises, negotiations or representations relating to the subject matter of this Agreement not expressly set forth herein are of no force or effect.

15. AUTHORIZATION

15.1 The undersigned individuals represent that they are fully authorized to execute this Agreement on behalf of the named parties.

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

Hospital:
San Antonio Community Hospital

College:

By: _____

By: _____

Title:
Vice President, Nursing Services

Title: _____

By: _____

Date: _____

Title: _____

Date: _____

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ATTACHMENT I

Student and Instructor Parking Acknowledgement

In an effort to better serve our patients and visitors, we require that all students and instructors continue to park in the lot directly east of the 1148 Building located on the south side of San Bernardino Road (across the street from the main visitor lot). In the event the 1148 lot is full, students and their instructors may park in the visitor lot with the following condition:

- The main parking lot in front of the hospital is reserved solely for patients and visitors. The only exception to this policy is the perimeter surrounding the back half of the parking lot identified by the perimeter fence/gate. It is in the spacing along this perimeter that you may park. A parking citation will result for those who do not park in the designated locations in the visitor lot. If you have questions about the designated locations for parking, please contact the Security Department at extension 24450.

Students who are employed at the hospital as Student Nurse Externs (SNEs) may park in Employee Parking when they are on duty as SNEs.

Students and/or instructors who are walking to and from their cars after dark are encouraged, as a group, to request an escort from the Security Department.

Signature and Title

Date

INSTRUCTION

JUNE 27, 2006

TOPIC: AGREEMENT-RIDGECREST REGIONAL HOSPITAL

TO THE SUPERINTENDENT/PRESIDENT:

The district wishes to renew the agreement for clinical education with Ridgecrest Regional Hospital for the purpose of allowing VVC Nursing, Respiratory Therapy, Emergency Medical Technician, Paramedic, Nursing Assistant, Home Health Aide, Medical Assistant, Phlebotomy, and related Health Sciences program students obtain hands on clinical learning experiences and to set forth the terms and conditions of the agreement as attached.

Fiscal Impact: None

RECOMMENDATION:

It is recommended that the Board of Trustees renew the agreement for clinical education with Ridgecrest Regional Hospital as per the attached.

REFERENCE FOR AGENDA: Yes

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

TRANSMITTED TO THE BOARD WITH A FAVORABLE RECOMMENDATION:

Signed *R. Spencer*
Superintendent/President

ACTION TAKEN BY THE BOARD:

MOTION _____

SECOND _____

Ayes _____ Noes _____

INFORMATION ONLY _____

117

VICTOR VALLEY COLLEGE

18422 Bear Valley Road
Victorville, California 92392-5849

THIS AGREEMENT is made and entered into this 1st day of June 2006, between RIDGECREST REGIONAL HOSPITAL hereinafter called AGENCY, and VICTOR VALLEY COLLEGE, hereinafter called COLLEGE.

IT IS HEREBY AGREED AS FOLLOWS:

BASIS AND PURPOSE OF THE AGREEMENT

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

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

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

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

PERIOD OF AGREEMENT

The period of agreement shall be from June 1, 2006 until May 31, 2009. Either party may terminate this agreement by giving to the other party written notice that the agreement will terminate no earlier than the end of the college term that is in session at that time.

RESPONSIBILITIES OF COLLEGE

A. Educational

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

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

B. General

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

RESPONSIBILITIES OF AGENCY

A. Educational

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

B. General

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

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

LIABILITY STATUS OF THE CONTRACTING AGENCIES

- A. COLLEGE agrees to provide evidence to AGENCY of insurance for college students against accidents/injuries that may occur on AGENCY premises.
- B. COLLEGE hereby holds AGENCY harmless from any liability arising out of the performance of this agreement.
- C. AGENCY hereby holds COLLEGE harmless from any liability arising out of this agreement.
- D. COLLEGE will require students participating in the clinical experience program to establish and maintain malpractice insurance in the amount of \$1,000,000 each occurrence and \$10,000,000 aggregate.

DURATION OF CONTRACT

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

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

**Ridgecrest Regional hospital
1081 China Lake Road
Ridgecrest, CA 93555**

Date

Date

150

INSTRUCTION

JUNE 27, 2006

TOPIC: AGREEMENT-SANTA FE FAMILY HEALTH

TO THE SUPERINTENDENT/PRESIDENT:

The district wishes to renew the agreement for clinical education with Santa Fe Family Health (James C. Krider, M.D., Inc.) for the purpose of allowing VVC Nursing, Respiratory Therapy, Emergency Medical Technician, Paramedic, Nursing Assistant, Home Health Aide, Medical Assistant, Phlebotomy, and related Health Sciences program students obtain hands on clinical learning experiences and to set forth the terms and conditions of the agreement as attached.

Fiscal Impact: None

RECOMMENDATION:

It is recommended that the Board of Trustees renew the agreement for clinical education with Santa Fe Family Health (James C. Krider, M.D., Inc.) as per the attached.

REFERENCE FOR AGENDA: Yes

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

TRANSMITTED TO THE BOARD WITH A FAVORABLE RECOMMENDATION:

Signed R. Krider
Superintendent/President

ACTION TAKEN BY THE BOARD:

MOTION _____

SECOND _____

Ayes _____ Noes _____

INFORMATION ONLY _____

VICTOR VALLEY COLLEGE

18422 Bear Valley Road
Victorville, California 92392-5849

THIS AGREEMENT is made and entered into this 1st day of June 2006, between SANTA FE FAMILY HEALTH (JAMES C. KRIDER, M.D., INC.) hereinafter called AGENCY, and VICTOR VALLEY COLLEGE, hereinafter called COLLEGE.

IT IS HEREBY AGREED AS FOLLOWS:

BASIS AND PURPOSE OF THE AGREEMENT

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

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

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

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

PERIOD OF AGREEMENT

The period of agreement shall be from June 1, 2006 until May 31, 2009. Either party may terminate this agreement by giving to the other party written notice that the agreement will terminate no earlier than the end of the college term that is in session at that time.

RESPONSIBILITIES OF COLLEGE

A. Educational

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

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

B. General

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

RESPONSIBILITIES OF AGENCY

A. Educational

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

B. General

1. If at any time, the conduct of any student be such as to impair their usefulness or as to unfavorably affect the morale of their coworkers or of AGENCY employees; or if in the judgment of AGENCY, the work or conduct of such student shall be of an unacceptable quality or of such character as to impair or endanger the health of patients, such student may be suspended by AGENCY from further work or experience at AGENCY unless and until AGENCY and COLLEGE shall agree to the contrary.
2. AGENCY, at their discretion, may ask COLLEGE faculty to serve on committees in matters contributing to the quality of patient care as it applies to college students participating in clinical experience.

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

LIABILITY STATUS OF THE CONTRACTING AGENCIES

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

DURATION OF CONTRACT

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

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

**Santa Fe Family Health
James C. Krider, M.D., Inc.
705 East Virginia Way #F
Barstow, CA 92311
and
18182 Hwy 18
Apple Valley, CA 92307**

Date

Date

INSTRUCTION

JUNE 27, 2006

TOPIC: AGREEMENT – MARINE CORPS LOGISTICS BASE BARSTOW

TO THE SUPERINTENDENT/PRESIDENT:

The District wishes to enter into an agreement with the Marine Corps Logistics Base Barstow (MCLBB) for the purpose of providing fire training facilities, equipment and other support services for students and/or faculty. The term of this agreement shall be June 28, 2006 through September 30, 2006.

Fiscal Impact: None to the district.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the agreement with the Marine Corps Logistics Base Barstow as per the attached.

REFERENCE FOR AGENDA: Yes

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

TRANSMITTED TO THE BOARD WITH A FAVORABLE RECOMMENDATION:

Signed *R. Nystrom*
Superintendent/President

ACTION TAKEN BY THE BOARD:

MOTION _____

SECOND _____

Ayes _____ Noes _____

INFORMATION ONLY _____

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UNITED STATES MARINE CORPS
MARINE CORPS LOGISTICS BASE
BARSTOW, CALIFORNIA 92311-5050

IN REPLY REFER TO:
4000
B115

From: Commanding Officer, Marine Corps Logistics Base, Barstow
To: Superintendent, Victor Valley College, Victorville

Subj: AGREEMENT TO ALLOW VICTOR VALLEY COLLEGE UTILIZATION OF
TRAINING FACILITIES

Encl: (1) Statement of Conditions for Use of Fire Training Facilities
and Fire Control Exercise Support
(2) License for Nonfederal Use of Real Property

1. Victor Valley College requires training facilities supporting student certification and completion of current Fire Academy. In addition to facility use equipment and staff resources are required to conduct training. Please review the enclosed Statement of Conditions for Use of Fire Training Facilities and Fire Control Exercise Support and License for Nonfederal Use of Real Property. Acceptance by signature and compliance with the documents is required for training activity.

2. Marine Corps Logistics Base Barstow requests support and ongoing collaboration for Educational Initiatives developing human capital skill sets and recruitment of qualified applicants. Negotiated support opportunities may include but not be limited to:

a) Victor Valley Community College Administration support of initiatives with San Bernardino County Workforce Development Department.

b) Provide counseling, support and direction to Victor Valley College students with identified skills wishing to apply for federal service and employment.

c) Provide training opportunities in identified Degree or Certification programs for staff currently in federal service employment.

3. Victor Valley College Fire 25th Academy OSFM Fire Control 3 Exercises will commence 25 May 2006 as requested, contingent on signed:

a) License for Nonfederal Use of Real Property

b) Statement of Conditions for Use of Fire Training Facilities and Fire Control Exercise Support

c) Victorville Fire Department Liability Release and Acknowledgement Form and Victor Valley Community College Physical

agility Certificate from each student

4. If the terms stated above are acceptable please sign the enclosed documents. Additionally please reply in writing assurance Victor Valley College support for Educational Initiatives with San Bernardino County Workforce Development and willingness to negotiate Victor Valley College participation in ongoing educational/recruiting initiatives.

5. Negotiation of terms which are mutually beneficial to Victor Valley College Administration and MCLB Barstow Command, to include in kind consideration will be required. Final agreed upon terms will be promulgated in a Memorandum of Agreement between Victor Valley Community College and MCLB Barstow Commanding Officer. Memorandum of Agreement will be completed within 90 days of License for Nonfederal Use of Real Property execution date and will be a contingency of future license renewal.

6. Thank you the openness to partner with MCLB Barstow Command and Staff. We look forward to facilitating proactive and innovative opportunities which will provide benefit for both of our organizations. Point of contact is Karen Gray, Community Plans and Liaison Officer at DSN 282.6218 or commercial (760) 577.6218.

S. J. THOMPSON

Copy to:



UNITED STATES MARINE CORPS
MARINE CORPS LOGISTICS BASE
BARSTOW, CALIFORNIA 92311-5050

**STATEMENT OF CONDITIONS FOR USE OF FIRE TRAINING FACILITIES AND FIRE
CONTROL EXERCISE SUPPORT**

In consideration for the training privileges granted by the Marine Corps Logistics Base Barstow (MCLBB) by the License for Nonfederal Use of Real Estate executed here with, the undersigned person or organization hereafter ("licensee") agrees as follows:

1. Use of facilities, equipment or support is at the request, and the sole benefit, of the licensee (and its students or faculty), and licensee therefore assumes all risks arising directly or indirectly from the use of MCLBB assets or resources, with the full knowledge that there are risks inherent in training activities including the risk of injury or death, or of damage to property.
2. Licensee will release from all liability and hold harmless MCLBB, the United States Marine Corps, the Department of the Navy, the Department of Defense, and the Federal Government, and all officers, agents, and employees of the same, for loss, claims, or suits arising out of licensee's activities while on federal reserve. The terms of the Waiver of Liability and Agreement to Hold Harmless, executed concurrently with this document, is incorporated by this reference as if set forth fully herein;
3. Licensee's privileges to execute training on MCLBB with government resources are expressly contingent upon licensee's strict adherence to procedures and safety regulations. It is the responsibility of the licensee to become familiar with base regulations regarding facility use, and to ensure its activities comply with said regulations. MCLBB will assign a Chief Officer for liaison, simulator operators and safety officer for training activity. Licensee must appoint and provide responsible persons to act as Incident Commander and Safety Officer to ensure agency compliance, whom must be present at all times during the conduct of training. The following safety rules will be strictly enforced by the safety officers at all time:

a. Requests for training exercises will be in writing 45 day prior to scheduled activity addressed to the following:

Commanding Officer MCLB Barstow
ATTN: Director, Base Operations and Logistics Department
Box 110800, Barstow CA 92311-5050

b. The Base Duty Officer, Military Police and Fire Chief must be contacted by phone prior to commencement of training exercises.

c. No children under the age of 12 will be allowed to participate at any time.

d. No alcohol or drugs are permitted on MCLBB at any time, and no person under the influence of alcohol will allowed access to training facility or participate in training exercises.

4. For the purposes of this agreement "United States personnel" includes all military personnel and civilian employees of the Department of Defense, including non-appropriated fund employees acting with the scope of their employment, and the heirs, successors, executors, administrators, and assignees of such personnel.

Ms. Patricia A. Spencer
Superintendent Victor Valley College
18422 Bear Valley Road
Victorville, CA 92395-4271

Date

Donald J. Thornley
MCLB Barstow Attorney
Office of General Counsel

Date

THE FOREGOING AGREEMENT IS APPROVED/DISAPPROVED:

S. J. Thompson
Colonel, U.S. Marine Corps
Commanding

Date

LICENSE FOR NONFEDERAL USE OF REAL PROPERTY SWDIV 11011/29 (1-92)		LICENSE NUMBER M6220406FU002	
THIS LICENSE TO USE U.S. GOVERNMENT PROPERTY HEREIN DESCRIBED IS ISSUED BY THE DEPARTMENT OF THE NAVY TO THE LICENSEE NAMED BELOW FOR THE PURPOSE HEREIN SPECIFIED UPON THE TERMS AND CONDITIONS SET FORTH BELOW AND THE GENERAL PROVISIONS ON THE REVERSE SIDE HEREOF AND ANY SPECIAL CONDITIONS ATTACHED HERETO. BY THE EXECUTION HEREOF THE LICENSEE AGREES TO COMPLY WITH ALL SUCH TERMS, CONDITIONS AND GENERAL AND/OR SPECIAL PROVISIONS.			
1. NAVAL ACTIVITY MARINE CORPS LOGISTICS BASE, BARSTOW CA 92311		2. DATES COVERED (Inclusive) FROM 24 MAY 2006 TO 30 SEPTEMBER 2006	
3. DESCRIPTION OF PROPERTY (Include room and building number where appropriate) FIRE TRAINING FACILITY, SUPPORT OF FIRE ENGINES AND BREATHING APPARATUS			
4. PURPOSE OF LICENSE VICTOR VALLEY COLLEGE FIRE ACADEMY CONDUCT FIRE CONTROL EXERCISE			
5. LICENSOR UNITED STATES OF AMERICA DEPARTMENT OF THE NAVY		5a. LOCAL REPRESENTATIVE (Name and address) COMMANDING OFFICER, MARINE CORPS LOGISTICS BASE ATTN COMMANDING OFFICER BOX 110100, BARSTOW CA 92311-5050 760.577.6555 DSN 282.6555	
6. LICENSEE (Name and address) SUPERINTENDENT, VICTOR VALLEY COLLEGE 18422 BEAR VALLEY ROAD VICTORVILLE, CA 92395-4271		6a. LOCAL REPRESENTATIVE (Name and address) PATRICIA A. SPENCER (<i>IDENTIFY POC</i>) SUPERINTENDENT, VICTOR VALLEY COLLEGE 18422 BEAR VALLEY ROAD VICTORVILLE, CA 92395-4271	
7. CASH PAYMENT BY LICENSEE (Payable in advance) (If no cash payment is required, enter "None" under Item 7a "Amount")			
a. AMOUNT (Each Payment) NONE	b. FREQUENCY PAYMENT DUE WAIVED	c. FIRST DUE DATE WAIVED	d. TO (Local Government representative)
8. DEPOSIT FOR UTILITIES AND SERVICES (Payable in advance) (If no cash payment is required enter "None" under Item 8a "Amount")			
a. AMOUNT (Each Payment) WAIVED	b. FREQUENCY PAYMENT DUE WAIVED	c. FIRST DUE DATE WAIVED	d. TO (Mailing Address)
9. INSURANCE REQUIRED AT EXPENSE OF LICENSEE (If any or all insurance requirements have been waived, enter "None" in a,b,c, or d as appropriate)			
TYPE		MINIMUM AMOUNT	
a. FIRE AND EXTENDED COVERAGE	None	c. THIRD PARTY PERSONAL INJURY PER PERSON	\$ 1,000,000.00
b. THIRD PARTY PROPERTY DAMAGE	\$ 500,000.00	c. THIRD PARTY PERSONAL INJURY PER ACCIDENT	\$ 1,000,000.00
10. GENERAL PROVISIONS (See Reverse Side) FIRE CONTROL EXERCISES MCLB BARSTOW PROVIDE - TRAINING FACILITY, OPERATIONAL EQUIPMENT AND OPERATORS, AND LIAISON STAFF VICTOR VALLEY COLLEGE PROVIDE PRIOR TO EACH FIRE CONTROL EXERCISE - 1). PHYSICAL AGILITY CERTIFICATE AND 2). LIABILITY RELEASE AND ACKNOWLEDGEMENT FROM EACH STUDENT. ADDITIONALLY CURRENT 1). LICENSE AND 2). SIGNED STATEMENT OF CONDITIONS FOR USE OF FIRE TRAINING FACILITIES AND FIRE CONTROL EXERCISE SUPPORT IS MANDATED. DOCUMENTATION OF CURRENT INSURANCE POLICY WILL BE PROVIDED BY LICENSEE AND KEPT ON FILE AS PROOF OF COMPLIANCE PRIOR TO ANY TRAINING ACTIVITY. VICTOR VALLEY COLLEGE WILL PROVIDE REIMBURSEMENT FOR PROPANE AND AIR BOTTLE CONSUMPTION DURING EXERCISES. NEGOTIATION AND PROMULGATION OF A MEMORANDUM OF AGREEMENT WILL BE COMPLETED AND SIGNED PRIOR TO RENEWEL OF THIS LICENSE.			
II. EXECUTION OF LICENSE			
FOR	NAME, POSITION, AND TITLE	SIGNATURE	DATE
DEPARTMENT OF THE NAVY	S. J. THOMPSON COLONEL, U.S. MARINE CORPS COMMANDING		24 MAY 2006
LICENSEE	PATRICIA A. SPENCER SUPERINTENDENT VICTOR VALLEY COLLEGE		24 MAY 2006

JUNE 27, 2006

INSTRUCTION

TOPIC: AGREEMENT – ENVIRONMENTAL SYSTEMS PRODUCTS

TO THE SUPERINTENDENT/PRESIDENT:

The district wishes to renew the service agreement with Environmental Systems Products for the Automotive Department's vehicle emissions inspection equipment for February 1, 2006 to January 31, 2007.

Fiscal Impact: Budgeted Item. See detailed listing below.

VENDOR	SERVICE	COST
Environmental Systems Products	Annual Service Contract	\$3,099.96
	TOTAL	\$3,099.96

RECOMMENDATION:

It is recommended the Board of Trustees approve the service agreement renewal with Environmental Systems Products for February 1, 2006 through January 31, 2007.

REFERENCE FOR AGENDA: Yes

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

TRANSMITTED TO THE BOARD WITH A FAVORABLE RECOMMENDATION:

Signed: *R. Ryskowski*
Superintendent/President

ACTION TAKEN BY THE BOARD:

MOTION _____

SECOND _____

INFORMATION ONLY _____

Environmental Systems Products

RECEIVED

MAY 03 2006

Invoice:
Invoice Date:
Page:

10176380
12/18/2005
1 of 1

Please Remit To:
Environmental Systems Products Holdings Inc.
13442 Collections Center Drive
Chicago, IL 60693

INVOICE

Customer No: 1012071
Payment Terms: NET 45
Due Date: 02/01/2006
Purchase Order No: NONE
Order No:

AMOUNT DUE: 3,099.96 USD

Bill To:
VICTOR VALLEY COMM. COLLEGE
18422 BEAR VALLEY RD
ATTN: ACCOUNTS PAYABLE
Victorville CA 92392
United States

Ship To: 1012071
VICTOR VALLEY COMM. COLLEGE
18422 BEAR VALLEY ROAD
VICTORVILLE, CA 92392
USA

Amount Remitted

For billing questions, please call: 800/526-9574

Original

Line	Description	Item Number	Qty Ordered	Qty	Qty B/O	Unit Amt	Net Amount
1	CA4-1012071		0	1	0	3,099.96	3,099.96

From 2/1/2006 To 1/31/2007

ANNUAL SERVICE CONTRACT BILLING
SN 40400214564

Subtotal: 3,099.96

AMOUNT DUE: 3,099.96 USD

RECEIVED
JAN 4 - 2006
FISCAL SERVICES

Reg 12660
3-6-06
PO# NONE

Invoice: 10176380 Amt Due: 3,099.96 Invoice Dt: 12/18/2005 Due: 02/01/2006 Customer: 1012071 Order No:

Environmental Systems Products Holdings Inc., 13442 Collections Center Drive, Chicago, IL 60693

JUNE 27, 2006

INSTRUCTION

TOPIC: OUT OF STATE TRAVEL - NURSING

TO THE SUPERINTENDENT/PRESIDENT:

Authorization is requested from the Board of Trustees to allow Sally Thibeault, RN, nursing instructor, to attend A Work of Heart: Encouraging Excellence in Gerontologic Nursing Education conference at Pacific Lutheran University in Tacoma, Washington, on July 19, 2006.

Fiscal Impact: None to the District. The cost of \$884.00 associated with this travel has been approved and will be paid through the Dr. Prem Reddy School of Health Sciences Staff Development funds.

RECOMMENDATION:

It is recommended that the Board of Trustees approve of out-of-state travel for Sally Thibeault, RN, nursing instructor, to attend A Work of Heart: Encouraging Excellence in Gerontologic Nursing Education conference at Pacific Lutheran University in Tacoma, Washington, on July 19, 2006.

REFERENCE FOR AGENDA: YES

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

TRANSMITTED TO THE BOARD WITH A FAVORABLE RECOMMENDATION:

Signed: P. Spencer
Superintendent/President

ACTION TAKEN BY THE BOARD:

MOTION _____

SECOND _____

INFORMATION ONLY _____

Ayes ___ Noes ___

Victor Valley Community College Travel Authorization/Reimbursement Form

Name of Attendee: SALLY THIBEAULT
 Name of Conference/Workshop: ENCOURAGING EXCELLENCE IN GERONTOLOGIC NURSING EDUCATION
 Location of Conference/Workshop: TACOMA, WA
 Date(s) of Conference/Workshop: JULY 19, 2006

Travel Authorization/Funding Request

Estimated Cost of Attendance

Meals (\$35 per day max) \$ 70.00
 Mileage @ \$ _____ per mile: _____
 (call Fiscal Services for \$ per mile) YES NO
 Transportation (plane, train, bus): To be prepaid? 450.00
 Registration: To be prepaid? 109.00
 Lodging/Hotel: To be prepaid? 175.00
 Other: RENTACAR To be prepaid? 80.00
TOTAL ESTIMATED COST OF TRAVEL: \$ 884.00

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

Requisition# 13228 P.O.# _____

Signature of Attendee Sally Thibault Date _____

APPROVAL TO ATTEND:
 Signature of Supervisor (staff) or Dean, Learning Systems (faculty) Patricia Green Date _____

Please Indicate Budget Approval

Patricia Green Budget Account Manager Signature Date _____
 01-00-12-1203-4092.5200.00 Department Budget Account # (12 digits) \$ Approved
 Faculty Travel Date Faculty Travel # \$ Approved
 Staff Development Date Staff Dev # \$ Approved

Processing Instructions -

Travel Authorization/Funding Phase

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

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

Reimbursement Request/ Statement of Expenses

To be submitted within 90 days after travel
 (see 'Guidelines' on reverse side)

Transportation

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

Lodging Total: \$ _____

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

Date	Brkfst	Lunch	Dinner	#People	\$

Other: _____

Sub-total of expenses: _____

LESS AMOUNT PREPAID BY DISTRICT: _____

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

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

Employee Signature _____ Date _____
 Fiscal Services Approval _____ Date _____

Processing Instructions - Reimbursement Request Phase

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

INSTRUCTION

JUNE 27, 2006

TOPIC: CURRICULUM CHANGES

TO THE SUPERINTENDENT/PRESIDENT:

The College Curriculum Committee is meeting on a regular basis to review course changes that have been proposed by the instructional departments. The modifications in existing courses and the proposed new courses that were approved by the committee on February 23, March 9, April 27, May 25, and June 8, 2006, are listed on the attached sheets.

Fiscal Impact: None.

RECOMMENDATION:

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

REFERENCE FOR AGENDA: Yes

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

TRANSMITTED TO THE BOARD WITH A FAVORABLE RECOMMENDATION:

Signed *D. Spencer*
Superintendent/President

ACTION TAKEN BY THE BOARD:

MOTION _____

SECOND _____

Ayes _____ Noes _____

INFORMATION ONLY _____

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2005/2006 CURRICULUM COMMITTEE RECOMMENDATIONS
 February 23, March 9, April 27, May 25, and June 8, 2006 Meetings

COURSE	TITLE	CHANGE/JUSTIFICATION	UNITS	CATALOG DESCRIPTION	DEGREE APPROPRIATE	ACTION DATE
AGNR 122	Plant Propagation	Title 5 update. Change title to <u>Plant Propagation and Greenhouse Production</u>	3.0 lec/lab	Students will explore the challenges of propagation and production of native and drought tolerant plants that are adapted to the extreme climate of the high desert using techniques commonly used in a professional nursery/greenhouse environment. Topics include sexual and asexual propagation techniques including: seeds, cuttings, layering, division, bulbs, grafting and budding. the greenhouse production techniques for transplanting; fertilizing; pest; pest; humidity; water and temperature control are studied. Nursery operations such as growing structures; site layout; preparation of planting media; use and maintenance of tools and equipment; and regulations pertaining to plant production are emphasized. This class is highly recommended for all landscape, environmental horticulture and ecological restoration certificate candidates.	Transfer	5/25/2006
AGNR 73	Water Science	Title 5 update. Change title to <u>Water Resource Management</u> .	3.0 lec	This course is a complete overview of water resource management in the West Mojave Desert and makes appropriate linkages to the critical nature of water management around the world. Local water management leaders present guest lectures on the economic, political, social and environmental pressures that must be balanced in providing sustainable water supplies. The scientific principles are presented that must underlie sound water management decisions. cutting-edge technologies like Geospatial Analysis are used to present the study of groundwater, local watershed health, soil erosion, water quality and water distribution issues.	Associate	5/25/2006

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COURSE	TITLE	CHANGE/JUSTIFICATION	UNITS	CATALOG DESCRIPTION	DEGREE APPROPRIATE	ACTION DATE
AGNR 74C	Water and Soils Resources Management	Change title to <u>Water and Soils Conservation</u>	1.0 lec	Students discover the tenuous nature of many of the world's water supplies. Tools like GIS are used to study watershed health. The fantastic chemistry of water and methods of water quality testing are presented. Students study the relationships between soil and water, soil mapping, soil analysis and soil erosion using real-world examples. Class may be taught in the Mojave Desert, Costa Rica, Namibia, New Zealand, etc.	Associate	5/25/2006
AJ 101	Introduction to Administration of Justice	Title 5 update.	3.0 lec	This course provides an overview of the history and philosophy of the criminal justice system as it evolved. The course provides an in-depth study of the American system and the various sub-systems; roles and role expectations of criminal justice agents in their interrelationships in society; concepts of crime causation, punishment and rehabilitation; ethics, education and training for professionalism in the criminal justice system.	Transfer	3/9/2006
AJ 126	Traffic Control	Title 5 update. Change title to <u>Traffic Enforcement and Investigation.</u>	3.0 lec	A study of the fundamentals of accident investigation and reconstruction employing the principles of crime scene initial survey, evidence collection, skid mark analysis, and interviewing techniques. Includes the study and comprehension of the California Vehicle Code.	Transfer	3/9/2006
AJ 145	Introduction to Criminal Investigations	New course. This course is for Criminal Justice Majors transferring to the university to complete an undergraduate degree for employment with state or federal agencies. Also recommended by POST for preparation before entering low enforcement training courses.	3.0 lec	This course explores the processes involved in investigating crimes against persons, crimes against property, sex crimes, cyber crime, controlled substances and organized crime, bomb and illegal explosive crimes, and crimes against children. The course will examine various communication methods when interviewing victims or interrogating suspects and examine the constitutional restrictions when conducting searches or seizures for evidence.	Transfer	4/27/2006

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COURSE	TITLE	CHANGE/JUSTIFICATION	UNITS	CATALOG DESCRIPTION	DEGREE APPROPRIATE	ACTION DATE
AJ 67	Field Evidence Technician	Title 5 update. Change title to <u>Crime Scene Investigation.</u>	3.5 lec/lab	This course concentrates on the technical aspects of evidence collection, crime scene reconstruction, crime scene photography, evidence packaging, and courtroom testimony. The student is prepared to distinguish between trace, stain, and impression evidence and the role of these types of evidence in criminal investigations.	Associate	3/9/2006
ALDH 71	Emergency Medical Technician	Course update.	8.0 lec/lab	This course provides training in basic emergency care skills, including CPR, automated external defibrillation, use of definitive airway adjuncts and assisting patients with certain medications. Approved by the Inland Counties Emergency Medical Agency. All students must be eighteen years of age and have CPR (Cardio-Pulmonary Resuscitation) training equivalent to the American Heart Association Healthcare Provider Level (Title 22, Div. 9, Ch. 2, Sect. 100066 b2 California Code of Regulations) prior to the first day of class due to current clinical/field internship affiliation agreements.	Associate	2/23/2006
ANTH 101	Introduction to Physical Anthropology	Title 5 update.	3.0 lec	Biological anthropology explores the biological development and adaptations of humans in relation to their different natural environments through the biocultural approach. This course provides information on how and why human populations vary within and between themselves; how and why humans have changed biologically and behaviorally through time; physical and behavioral comparisons between human and non-human primates; and biological and behavioral/technological development from the earliest to modern humans.	Transfer	5/25/2006
ANTH 101L	Introduction to Physical Anthropology Lab	Approve ANTH 101 as a corequisite.				5/25/2006

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COURSE	TITLE	CHANGE/JUSTIFICATION	UNITS	CATALOG DESCRIPTION	DEGREE APPROPRIATE	ACTION DATE
ANTH 101L	Introduction to Physical Anthropology Lab	Title 5 update.	1.0 lab	Coordinated with the lecture, this optional lab provides hands-on experience in human genetics, variation, and evolution; comparisons of non-human primate behavior; knowledge of the human skeleton and forensic anthropology identification methods.	Transfer	5/25/2006
ANTH 102	Introduction to Cultural Anthropology	Title 5 update.	3.0 lec	Cultural anthropology explores the social aspect of being human, in context with the multicultural approach. This course provides comparisons of all aspects of culture such as societal organization, economy, marriage and family, language development, gender issues, religion, and traditions and rituals. The development and evolution of culture groups is discussed in relation to how several of these groups successfully adapt to particular environments. Drawing from anthropology and other social sciences, the history and development of modern World System Theory and its effect on culture groups worldwide is outlined.	Transfer	5/25/2006
ANTH 103	Introduction to Archaeology	Title 5 update.	3.0 lec	Archaeology is the study of human groups in the context of their historic and prehistoric past. Through the excavation of archaeology sites and laboratory analysis, archaeologists investigate and reconstruct the time frame, the life activities, and technological changes of ancient cultures. This course provides information on the history and development of archaeology, the archaeological methods used to excavate sites, how archaeologists relate the artifacts and other remains found on the sites to human behavior, how the sites within a region relate to each other and the natural surroundings, and the theoretical framework that helps to explain the behavioral and technological changes through time.	Transfer	5/25/2006

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2005/2006 CURRICULUM COMMITTEE RECOMMENDATIONS
 February 23, March 9, April 27, May 25, and June 8, 2006 Meetings

COURSE	TITLE	CHANGE/JUSTIFICATION	UNITS	CATALOG DESCRIPTION	DEGREE APPROPRIATE	ACTION DATE
ATHL 120P	Preparation for Intercollegiate Men's Baseball	Change grading from letter grade only to grade option; change units from 1.0 to 0.5-1.0. Due to the shortened winter and summer sessions there are facility conflicts, season of sport vs. semester start and end dates; and the physical toll of hours needed to complete a 1.0 unit class.	0.5-1.0 lab	This men's baseball course is designed to satisfy the interest, development and needs of the highly skilled student athlete. It will provide students with high level instruction and experience required for intercollegiate competition.	Transfer	3/9/2006
ATHL 121P	Preparation for Intercollegiate Men's Basketball	Change grading from letter grade only to grade option; change units from 1.0 to 0.5-1.0. Due to the shortened winter and summer sessions there are facility conflicts, season of sport vs. semester start and end dates; and the physical toll of hours needed to complete a 1.0 unit class.	0.5-1.0 lab	This men's basketball course is designed to satisfy the interest, development and needs of the highly skilled student athlete. It will provide students with high level instruction and experience required for intercollegiate competition.	Transfer	3/9/2006
ATHL 122P	Preparation for Intercollegiate Women's Basketball	Change grading from letter grade only to grade option; change units from 1.0 to 0.5-1.0. Due to the shortened winter and summer sessions there are facility conflicts, season of sport vs. semester start and end dates; and the physical toll of hours needed to complete a 1.0 unit class.	0.5-1.0 lab	This women's basketball course is designed to satisfy the interest, development and needs of the highly skilled student athlete. It will provide students with high level instruction and experience required for intercollegiate competition.	Transfer	3/9/2006
ATHL 123P	Preparation for Intercollegiate Women's Cross Country	Change grading from letter grade only to grade option; change units from 1.0 to 0.5-1.0. Due to the shortened winter and summer sessions there are facility conflicts, season of sport vs. semester start and end dates; and the physical toll of hours needed to complete a 1.0 unit class.	0.5-1.0 lab	This women's cross country course is designed to satisfy the interest, development and needs of the highly skilled student athlete. It will provide students with high level instruction and experience required for intercollegiate competition.	Transfer	3/9/2006
ATHL 124P	Preparation for Intercollegiate Football	Change grading from letter grade only to grade option; change units from 1.0 to 0.5-1.0. Due to the shortened winter and summer sessions there are facility conflicts, season of sport vs. semester start and end dates; and the physical toll of hours needed to complete a 1.0 unit class.	0.5-1.0 lab	This football course is designed to satisfy the interest, development and needs of the highly skilled student athlete. It will provide students with high level instruction and experience required for intercollegiate competition.	Transfer	3/9/2006

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COURSE	TITLE	CHANGE/JUSTIFICATION	UNITS	CATALOG DESCRIPTION	DEGREE APPROPRIATE	ACTION DATE
ATHL 126P	Preparation for Intercollegiate Women's Soccer	Change grading from letter grade only to grade option; change units from 1.0 to 0.5-1.0. Due to the shortened winter and summer sessions there are facility conflicts, season of sport vs. semester start and end dates; and the physical toll of hours needed to complete a 1.0 unit class.	0.5-1.0 lab	This women's soccer course is designed to satisfy the interest, development and needs of the highly skilled student athlete. It will provide students with high level instruction and experience required for intercollegiate competition.	Transfer	3/9/2006
ATHL 128P	Preparation for Intercollegiate Women's Tennis	Change grading from letter grade only to grade option; change units from 1.0 to 0.5-1.0. Due to the shortened winter and summer sessions there are facility conflicts, season of sport vs. semester start and end dates; and the physical toll of hours needed to complete a 1.0 unit class.	0.5-1.0 lab	This women's tennis course is designed to satisfy the interest, development and needs of the highly skilled student athlete. It will provide students with high level instruction and experience required for intercollegiate competition.	Transfer	3/9/2006
ATHL 129P	Preparation for Intercollegiate Men's Tennis	Change grading from letter grade only to grade option; change units from 1.0 to 0.5-1.0. Due to the shortened winter and summer sessions there are facility conflicts, season of sport vs. semester start and end dates; and the physical toll of hours needed to complete a 1.0 unit class.	0.5-1.0 lab	This men's tennis course is designed to satisfy the interest, development and needs of the highly skilled student athlete. It will provide students with high level instruction and experience required for intercollegiate competition.	Transfer	3/9/2006
ATHL 132P	Preparation for Intercollegiate Wrestling	Change grading from letter grade only to grade option; change units from 1.0 to 0.5-1.0. Due to the shortened winter and summer sessions there are facility conflicts, season of sport vs. semester start and end dates; and the physical toll of hours needed to complete a 1.0 unit class.	0.5-1.0 lab	This men's wrestling course is designed to satisfy the interest, development and needs of the highly skilled student athlete. It will provide students with high level instruction and experience required for intercollegiate competition.	Transfer	3/9/2006
ATHL 133P	Preparation for Intercollegiate Men's Cross Country	Change grading from letter grade only to grade option; change units from 1.0 to 0.5-1.0. Due to the shortened winter and summer sessions there are facility conflicts, season of sport vs. semester start and end dates; and the physical toll of hours needed to complete a 1.0 unit class.	0.5-1.0 lab	This men's cross country course is designed to satisfy the interest, development and needs of the highly skilled student athlete. It will provide students with high level instruction and experience required for intercollegiate competition.	Transfer	3/9/2006

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COURSE	TITLE	CHANGE/JUSTIFICATION	UNITS	CATALOG DESCRIPTION	DEGREE APPROPRIATE	ACTION DATE
ATHL 134P	Preparation for Intercollegiate Women's Track & Field	Change grading from letter grade only to grade option; change units from 1.0 to 0.5-1.0. Due to the shortened winter and summer sessions there are facility conflicts, season of sport vs. semester start and end dates; and the physical toll of hours needed to complete a 1.0 unit class.	0.5-1.0 lab	This women's track and field course is designed to satisfy the interest, development and needs of the highly skilled student athlete. It will provide students with high level instruction and experience required for intercollegiate competition.	Transfer	3/9/2006
ATHL 135P	Preparation for Intercollegiate Men's Track & Field	Change grading from letter grade only to grade option; change units from 1.0 to 0.5-1.0. Due to the shortened winter and summer sessions there are facility conflicts, season of sport vs. semester start and end dates; and the physical toll of hours needed to complete a 1.0 unit class.	0.5-1.0 lab	This men's track and field course is designed to satisfy the interest, development and needs of the highly skilled student athlete. It will provide students with high level instruction and experience required for intercollegiate competition.	Transfer	3/9/2006
ATHL 140P	Preparation for Intercollegiate Men's Soccer	Change grading from letter grade only to grade option; change units from 1.0 to 0.5-1.0. Due to the shortened winter and summer sessions there are facility conflicts, season of sport vs. semester start and end dates; and the physical toll of hours needed to complete a 1.0 unit class.	0.5-1.0 lab	This men's soccer course is designed to satisfy the interest, development and needs of the highly skilled student athlete. It will provide students with high level instruction and experience required for intercollegiate competition.	Transfer	3/9/2006
AUTO	Automotive Brake and Suspension Specialist Certificate	Update certificate. The Automotive Department Advisory Committee recommended changing the certificate course completion requirement to a grade of B or better due to advanced technology and industry demands.				3/9/2006
AUTO	Automotive Drivability Specialist Certificate	Update certificate. The Automotive Department Advisory Committee recommended changing the certificate course completion requirement to a grade of B or better due to advanced technology and industry demands.				3/9/2006
AUTO	Automotive Inspection and Maintenance Technician Certificate	Update certificate. The Automotive Department Advisory Committee recommended changing the certificate course completion requirement to a grade of B or better due to advanced technology and industry demands.				3/9/2006

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2005/2006 CURRICULUM COMMITTEE RECOMMENDATIONS
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COURSE	TITLE	CHANGE/JUSTIFICATION	UNITS	CATALOG DESCRIPTION	DEGREE APPROPRIATE	ACTION DATE
AUTO	Automotive Specialist I Certificate	Update certificate. The Automotive Department Advisory Committee recommended changing the certificate course completion requirement to a grade of B or better due to advanced technology and industry demands.				3/9/2006
AUTO	Automotive Specialist II Certificate	Update certificate. The Automotive Department Advisory Committee recommended changing the certificate course completion requirement to a grade of B or better due to advanced technology and industry demands.				3/9/2006
AUTO	Automotive Transmission Specialist Certificate	Update certificate. The Automotive Department Advisory Committee recommended changing the certificate course completion requirement to a grade of B or better due to advanced technology and industry demands.				3/9/2006
AUTO	Automotive Window Tinting Technician Certificate	Update certificate. The Automotive Department Advisory Committee recommended changing the certificate course completion requirement to a grade of B or better due to advanced technology and industry demands.				3/9/2006
AUTO	Basic Area Smog Technician Certificate	Update certificate. The Automotive Department Advisory Committee recommended changing the certificate course completion requirement to a grade of B or better due to advanced technology and industry demands.				3/9/2006
AUTO	Collision Repair Technician Certificate	Update certificate. The Automotive Department Advisory Committee recommended changing the certificate course completion requirement to a grade of B or better due to advanced technology and industry demands.				3/9/2006

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COURSE	TITLE	CHANGE/JUSTIFICATION	UNITS	CATALOG DESCRIPTION	DEGREE APPROPRIATE	ACTION DATE
AUTO	Engine Machinist Specialist Certificate	Update certificate. The Automotive Department Advisory Committee recommended changing the certificate course completion requirement to a grade of B or better due to advanced technology and industry demands.				3/9/2006
AUTO	Enhanced Area Smog Technician Certificate	Update certificate. The Automotive Department Advisory Committee recommended changing the certificate course completion requirement to a grade of B or better due to advanced technology and industry demands.				3/9/2006
AUTO	Heavy Duty Diesel Truck Lubrication an Inspection Specialist Certificate	Update certificate. The Automotive Department Advisory Committee recommended changing the certificate course completion requirement to a grade of B or better due to advanced technology and industry demands.				3/9/2006
AUTO	Heavy Duty Truck Brake Repair Specialist Certificate	New 10.0 unit certificate. Recommended by the Automotive Advisory Committee and is designed to recognize the accomplishments of student who has received training in heavy duty trucks brakes.				3/9/2006
AUTO	Motorcycle Repair Technician Certificate	Update certificate. The Automotive Department Advisory Committee recommended changing the certificate course completion requirement to a grade of B or better due to advanced technology and industry demands.				3/9/2006
AUTO	Recreational Vehicle Service and Repair Technician Certificate	Update certificate. The Automotive Department Advisory Committee recommended changing the certificate course completion requirement to a grade of B or better due to advanced technology and industry demands.				3/9/2006

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COURSE	TITLE	CHANGE/JUSTIFICATION	UNITS	CATALOG DESCRIPTION	DEGREE APPROPRIATE	ACTION DATE
AUTO	Small Engine Repair Specialist	Update certificate. The Automotive Department Advisory Committee recommended changing the certificate course completion requirement to a grade of B or better due to advanced technology and industry demands.				3/9/2006
BET 100	Introduction to Computers	New course. This course will teach students how to use computers successfully to complete classes.	2.0 lec	This course is directed to those with little or no computer experience. It will introduce basic essential elements of computers such as power up, hardware components, evolution of computers, types of personal computers, the Input-Process-Output cycle, desktop components, email, and the World Wide Web.	Transfer	5/25/2006
BET 122	Intermediate Keyboarding/Typing A/B/C	Title 5 update.	3.0 lec	This course is designed to build speed and skills learned in Beginning Typing/Keyboarding with an emphasis on attaining straight copy rate of 45-60 gross wpm with a predetermined error limit. Additionally, students will develop skills needed to effectively format a variety of business documents	Transfer	4/27/2006
BET 122	Intermediate Keyboarding/Typing A/B/C	Approve BET 101 as a prerequisite.				4/27/2006
BET 122	Intermediate Keyboarding/Typing A/B/C	Approve as online course.				4/27/2006
BET 136	Career Applications	Title 5 update.	3.0 lec	This course designed for the student who is familiar with word processing functions and formatting principles. Topics will include terminology and methodology used in a variety of business careers by applying formatting and keyboarding skills to complex professional documents including letters, memos, forms, tables and reports.	Transfer	4/27/2006
BET 136	Career Applications	Approve BET 104 or BET 103 as recommended preparation.				4/27/2006
BET 136	Career Applications	Approve as online course.				4/27/2006

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COURSE	TITLE	CHANGE/JUSTIFICATION	UNITS	CATALOG DESCRIPTION	DEGREE APPROPRIATE	ACTION DATE
BIOL 30	Molecular Forensics	New course. This course will be part of a new forensics scientific training program in the biology department.	0.5 lec	This course is designed to meet the need for continuing education and supplemental forensics training for law enforcement personnel and educators. Topics will include the molecular science behind DNA fingerprinting analysis and serology. Emphasis will be on collection, recognition, analysis, and evaluation of these forms of evidence.	Non-degree Applicable	4/27/2006
BIOL 31	Forensic Taphonomy	New course. This course will be part of a new forensics scientific training program in the biology department.	0.5 lec	Taphonomy is the study of the postmortem process. Taphonomy incorporates the use of entomology, pathology, oseeology, odontology, animal behavior and chemistry in order to recover, study and preserve dead organisms. Reconstruction of the biology and/or ecology along with circumstances of death is important in answering questions that pertain to cause, manner and time since death.	Non-degree Applicable	4/27/2006
BRE 51	Fundamentals of Mortgage Banking	Change course title to <u>Mortgage Loan Brokering and Lending</u> . The Department of Real Estate no longer recognizes the current title for BRE 51. The title change is necessary to expedite the licensing process for students.	3.0 lec	This course provides the students with the board technical knowledge of both the state and federal laws governing the mortgage loan brokerage business and other lending practices in the State of California. Satisfies one of the course requirements for the real estate broker's examination	Associate	3/9/2006
BRE 62	Advanced Real Estate Appraisal: The Narrative Report	New course. Real Estate Appraisers must communicate with clear, concise language in an appraisal assignment. This course is designed for those in the real estate sales and brokerage industry, lending officers and others, and acts as a continuing education offering to practitioners of real estate appraisal who are interested in upgrading their underwriting skills.	1.0 lec	This course offers and demonstrates the techniques designed to assist appraisers in effectively communicating the results of their valuation processes. Special emphasis is placed on the narrative portion of the form and/or complete self-contained type reports.	Associate	3/9/2006

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2005/2006 CURRICULUM COMMITTEE RECOMMENDATIONS
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COURSE	TITLE	CHANGE/JUSTIFICATION	UNITS	CATALOG DESCRIPTION	DEGREE APPROPRIATE	ACTION DATE
CIDG 90	Fundamentals of Architecture and Structural Engineering	New course designed to create an advanced learning opportunity for students.	3.0 lec/lab	This course covers the fundamentals of architectural design and structural engineering with an emphasis on structural calculations. These fundamentals include the requirements for building plans and the most recent Title 24 energy code and the names and explanation of construction hardware. Structural calculations are performed using the MaxQuake and MaxBeam software programs.	Associate	4/27/2006
CIDG 90	Fundamentals of Architecture and Structural Engineering	Approve working knowledge of AutoCAD as recommended preparation.				4/27/2006
CIS 120	Introduction to Macromedia Dreamweaver	New course. Over the past decade many software tools have emerged to facilitate rapid development of professional websites. It is the goal of the CIS department to offer students the most current and desired learning opportunities in the CIS field.	4.0 lec/lab	This course teaches students how to use the web-authoring tool Dreamweaver. Covered topics include Dreamweaver basics, website set up, animation, multi-media, and more.	Associate	4/27/2006
CIS 121	Introduction to Flash	New course. Flash has become the top choice for making elaborate and decorative web presences. This course will offer students the opportunity to learn and master this important authoring tool.	4.0 lec/lab	Flash is an advanced tool for creating graphics, animations, multimedia components that can be incorporated into other software applications such as web pages, or can function on their own. This is a beginning course on Flash. It teaches students the Flash basics, graphics, texts, layers, symbols, frames, animations, tweens, interactivity, action scripts, etc.	Associate	4/27/2006
MERT 80	ZBrush Fundamentals	New Course. Computer animation student demand for a Zbrush course that deals with texture map creation and painting. This program is widely used in the game and animation industry to compliment texture map creation and painting with Photoshop.	3.0 lec/lab	Students will learn the concepts and procedures required for creating high quality texture maps and ZSphere models for use in 3D computer animation. Topics will include basic and advanced editing techniques with ZSpheres, detailing models with various brushes and masks, layer management and optimization strategies for high resolution models. Relevant issues dealing with ZSphere models and other 3D packages and industry trends and analysis will also be discussed.	Associate	3/9/2006
PHIL 101	Introduction to Philosophy	Title 5 update.	3.0 lec	Introduction to the field of philosophy through a discussion of enduring questions about the nature of existence, knowledge, and value.	Transfer	4/27/2006

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COURSE	TITLE	CHANGE/JUSTIFICATION	UNITS	CATALOG DESCRIPTION	DEGREE APPROPRIATE	ACTION DATE
PHIL 101	Introduction to Philosophy	Approve ENGL 101 as recommended preparation.				4/27/2006
PHIL 101	Introduction to Philosophy	Approve as online course.				4/27/2006
PHIL 109	Introduction to Logic	Title 5 update.	3.0 lec	Introduction to the study and practice of reasoning; argument analysis and evaluation, induction, deduction, fallacies, categorical logic, propositional logic. Assignments require use of the computer.	Transfer	4/27/2006
PHIL 109	Introduction to Logic	Approve as online course.				4/27/2006
PHIL 207	Introduction to Critical Thinking	Title 5 update.	3.0 lec	Study and practice in critical thinking and advanced English composition: analysis, evaluation, and formulation of arguments; critical study of texts; and composition of critical essays. Application of critical thinking and writing skills to topics in the areas of values and religion. Cross listed with RLST 207.	Transfer	4/27/2006
PHIL 207	Introduction to Critical Thinking	Approve ENGL 101 as a prerequisite.				4/27/2006
PHIL 207	Introduction to Critical Thinking	Approve as online course.				4/27/2006
POLS 113	Politics of the Middle East and North Africa	New course. This course will fulfill student interest in Middle East and North Africa and workings of the region.	3.0 lec	This course will examine the Middle East and North Africa through a comparative politics perspective. This will include an examination of the following items: an overview of the region's histories, geographies, peoples, cultures, religions and languages; the fundamentals of the Islamic and Judaic belief systems; current events such as the Israeli-Palestinian conflict, the War in Iraq and other real and potential geopolitical conflicts.	Transfer	6/8/2006
POLS	International Studies Certificate	New 15.0-17.0 certificate				6/8/2006
PSYC 121	Human Intimacy	Title 5 update. Change course title to Human Sexuality and Intimacy to reflect the physiological and scientific nature of the course for transfer purposes.	3.0 lec	This is a survey course of human sexual and intimate behaviors throughout the life cycle. It includes the physiological, psychological, sociological theoretical approaches of human sexuality, the cultural legacy of human sexuality, variations of sexual behaviors and intimate relationships, sexuality throughout the life cycle, sexual disorders and related social issues.	Transfer	4/27/2006

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COURSE	TITLE	CHANGE/JUSTIFICATION	UNITS	CATALOG DESCRIPTION	DEGREE APPROPRIATE	ACTION DATE
PSYC 121	Human Sexuality and Intimacy	Approve as online course.				4/27/2006
PSYC 213	Abnormal Psychology	Title 5 update.	3.0 lec	This course explores the history and classifications of psychological disorders, symptom criteria, clinical assessment, diagnosis, and the major theoretical treatment modalities. The Psychoanalytic, Cognitive-Behavioral, Humanistic, Biological, and Socio-Cultural theories are emphasized. How ever define , assess, treat and study psychological disorders from each theoretical perspective is the thematic focus of the course. A variety of class exercises are used to illustrate and understand the etiology, symptoms, diagnosis and treatment of psychological disorders.	Transfer	4/27/2006
PSYC 213	Abnormal Psychology	Approve as online course.				4/27/2006
RLST 101	Introduction to Religious Studies	Title 5 update.	3.0 lec	Academic introduction to the primary forms of religion, including religious experience, symbol, myth, ritual, and community. Application of historical, social scientific, an philosophical methods to phenomena drawn from a wide variety of religions.	Transfer	4/27/2006
RLST 101	Introduction to Religious Studies	Approve ENGL 101 as recommended preparation.				4/27/2006
RLST 101	Introduction to Religious Studies	Approve as online course.				4/27/2006
RLST 207	Introduction to Critical Thinking	Title 5 update.	3.0 lec	Study and practice in critical thinking and advanced English composition: analysis, evaluation, and formulation of arguments; critical study of texts; and composition of critical essays. Application of critical thinking and writing skills to topics in the areas of values and religion. Cross listed with PHIL 207.	Transfer	4/27/2006
RLST 207	Introduction to Critical Thinking	Approve ENGL 101 as a prerequisite.				4/27/2006
RLST 207	Introduction to Critical Thinking	Approve as online course.				4/27/2006

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2005/2006 CURRICULUM COMMITTEE RECOMMENDATIONS
 February 23, March 9, April 27, May 25, and June 8, 2006 Meetings

COURSE	TITLE	CHANGE/JUSTIFICATION	UNITS	CATALOG DESCRIPTION	DEGREE APPROPRIATE	ACTION DATE
SPCH 109	Public Speaking	Title 5 update.	3.0 lec	A course designed for the student to learn how to prepare, organize, and deliver public speeches. Students will learn and be evaluated on : constructing a speaking outline, analyzing an audience, adapting to the occasion, and using effective speaking delivery techniques. Students will demonstrate proficiency in the above through the delivery of speeches in the classroom.	Transfer	3/9/2006
SPCH 120	Introduction to Interpreting	New course. This course will satisfy the increasing demand for Sign Language interpreters.	4.0 lec	This course introduces the field of American Sign Language interpreting and includes models of interpreting, ethical principles, and its history and development of modern times. Attention will be given to the development of necessary processing skills for consecutive interpretation.	Associate	6/8/2006
SPCH 120	Introduction to Interpreting	Approve SPCH 125 as a prerequisite.				6/8/2006

STUDENT SERVICES

JUNE 27, 2006

TOPIC: STUDENT/STAFF TRAVEL – ASB RETREAT

TO THE SUPERINTENDENT/PRESIDENT:

Approval is requested for the following staff/students to travel by district vehicles to Northwoods Resort, Big Bear, CA to attend the ASB Retreat held July 7-9, 2006.

Staff: Robert Sewell, Deanna Murphy, Shirley Snell-Gonzalez

Students:	Michael Koenig	Grynae Gabler	Jessika Guaran
	Tresa Oden	Jenny Alvarez	Clyde Williams
	Joanie Christie	Jim Judy	Sara Sgarlata
	Grynae Gabler	Stephanie Deal	Pilar Olid
	Jenny Alvarez	Kent Salas	
	Jim Judy	Andrew Caravela	
	Kimberlee Kelly	Heena Mehra	

Fiscal Impact: None.

RECOMMENDATION:

It is recommended that the Board of Trustees approve travel for staff/students attending the ASB Retreat.

REFERENCE FOR AGENDA: YES

Signed: Willard Sewell
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 _____

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Victor Valley Community College Travel Authorization/Reimbursement Form

Name of Attendee: ROBERT A. SEWELL

Name of Conference/Workshop: A.S.B. LEADERSHIP RETREAT

Location of Conference/Workshop: BIG BEAR, CA.

Date(s) of Conference/Workshop: JULY 7 - 9, 2006

Travel Authorization/Funding Request

Estimated Cost of Attendance

Meals (\$35 per day max) \$ 105.

Mileage @ \$ _____ per mile: N/A

(call Fiscal Services for \$ per mile) YES NO

Transportation (plane, train, bus): To be prepaid? YES NO

Registration: To be prepaid? YES NO

Lodging/Hotel: To be prepaid? YES NO 300.

Other: To be prepaid? YES NO

TOTAL ESTIMATED COST OF TRAVEL: \$ _____

NOTES:

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

Requisition # N/A P.O.# _____

Robert A. Sewell 6/13/06
Signature of Attendee Date

APPROVAL TO ATTEND:

Willard Fuller 13 June 06
Signature of Supervisor (staff) or Dean, Learning Systems (faculty) Date

Please Indicate Budget Approval

Willard Fuller 13 June 06
Budget Account Manager Signature Date

Department Budget Account # (12 digits) \$ Approved

Faculty Travel Date Faculty Travel # \$ Approved

Staff Development Date Staff Dev # \$ Approved

Processing Instructions -

Travel Authorization/Funding Phase

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

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

Reimbursement Request/ Statement of Expenses

To be submitted within 90 days after travel

(see 'Guidelines' on reverse side)

Transportation

Mileage @ \$ _____ per mile: \$ _____

Plane, train, shuttle, bus: _____

Taxi/bus fares or parking: _____

Conference Registration Fees: _____

Lodging/Hotel (exit bill must show zero balance): _____

Room: Days _____ Rate = \$ _____

Days _____ Rate = \$ _____

Days _____ Rate = \$ _____

Lodging Total: \$ _____

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

Date	Brkfst	Lunch	Dinner	#People	\$

Other: _____

Sub-total of expenses: _____

LESS AMOUNT PREPAID BY DISTRICT: _____

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

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

Employee Signature _____ Date _____

Fiscal Services Approval _____ Date _____

Processing Instructions -

Reimbursement Request Phase

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

Victor Valley Community College Travel Authorization/Reimbursement Form

Name of Attendee: SHIRLEY A. SNELL - GONZALEZ
 Name of Conference/Workshop: A.S.B. LEADERSHIP RETREAT
 Location of Conference/Workshop: BIG BEAR, CA
 Date(s) of Conference/Workshop: JULY 7-9, 2006

Travel Authorization/Funding Request

Estimated Cost of Attendance

Meals (\$35 per day max) \$ 105.
 Mileage @ \$ _____ per mile: N/A
 (call Fiscal Services for \$ per mile) YES NO
 Transportation (plane, train, bus): To be prepaid?
 Registration: To be prepaid?
 Lodging/Hotel: To be prepaid? 300.
 Other: _____ To be prepaid?
TOTAL ESTIMATED COST OF TRAVEL: \$ _____

NOTES:

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

Requisition # N/A P.O.# _____

Shirley A. Snell - Gonzalez 6/13/06
 Signature of Attendee Date

APPROVAL TO ATTEND:

Robert A. Snell 6/13/06
 Signature of Supervisor (staff) or Dean, Learning Systems (faculty) Date

Please Indicate Budget Approval

_____ Date _____
 Budget Account Manager Signature
 _____ \$ Approved
 Department Budget Account # (12 digits)
 _____ Date _____ Faculty Travel # \$ Approved
 Faculty Travel
 _____ Date _____ Staff Dev # \$ Approved
 Staff Development

Processing Instructions -

Travel Authorization/Funding Phase

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

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

Reimbursement Request/ Statement of Expenses

To be submitted within 90 days after travel

(see 'Guidelines' on reverse side)

Transportation

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

Lodging Total: \$ _____

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

Date	Brkfst	Lunch	Dinner	#People	\$

Other: _____

Sub-total of expenses: _____

LESS AMOUNT PREPAID BY DISTRICT: _____

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

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

 Employee Signature Date

 Fiscal Services Approval Date

Processing Instructions -

Reimbursement Request Phase

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

Victor Valley Community College Travel Authorization/Reimbursement Form

Name of Attendee: DEANNA MURPHY
 Name of Conference/Workshop: A.S.B. LEADERSHIP RETREAT
 Location of Conference/Workshop: BIG BEAR, CA
 Date(s) of Conference/Workshop: JULY 7-9, 2006

Travel Authorization/Funding Request

Estimated Cost of Attendance

Meals (\$35 per day max) \$ 105.
 Mileage _____ @ \$ _____ per mile: N/A
 (call Fiscal Services for \$ per mile) YES NO
 Transportation (plane, train, bus): To be prepaid?
 Registration: To be prepaid?
 Lodging/Hotel: To be prepaid? 300.
 Other: _____ To be prepaid?
TOTAL ESTIMATED COST OF TRAVEL: \$ _____

NOTES:

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

Requisition # N/A P.O.# _____

[Signature] 6/12/06
 Signature of Attendee Date

APPROVAL TO ATTEND:

[Signature] 6/13/06
 Signature of Supervisor (staff) or Dean, Learning Systems (faculty) Date

Please Indicate Budget Approval

_____ Date _____
 Budget Account Manager Signature
 _____ \$ Approved
 Department Budget Account # (12 digits)
 _____ Date _____ Faculty Travel # _____ \$ Approved
 Faculty Travel
 _____ Date _____ Staff Dev # _____ \$ Approved
 Staff Development

Processing Instructions - Travel Authorization/Funding Phase

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

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

Reimbursement Request/ Statement of Expenses

To be submitted within 90 days after travel

(see 'Guidelines' on reverse side)

Transportation

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

Lodging Total: \$ _____

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

Date	Brkfst	Lunch	Dinner	#People	\$

Other: _____

Sub-total of expenses: _____

LESS AMOUNT PREPAID BY DISTRICT: _____

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

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

 Employee Signature Date

 Fiscal Services Approval Date

Processing Instructions - Reimbursement Request Phase

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

STUDENT SERVICES

JUNE 27, 2006

TOPIC: OUT OF STATE TRAVEL – VICTORIA HINDES (AMENDED, CHANGE IN TRAVEL DATES)

TO THE SUPERINTENDENT/PRESIDENT:

Travel dates changed from June 26 – 30, 2006 to June 24 – July 8, 2006.

Fiscal Impact: None, all expenses to be paid by the USDA Fellows Program.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the change in travel dates.

REFERENCE FOR AGENDA: YES

Signed: Arnold Furrer
Vice President, Student Services

TRANSMITTED TO THE BOARD WITH A FAVORABLE RECOMMENDATION:

Signed: Roberta
Superintendent/President

ACTION TAKEN BY THE BOARD:

MOTION _____

SECOND _____

Ayes ____ Noes ____

INFORMATION ONLY ____

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MAY 9, 2006

STUDENT SERVICES

TOPIC: OUT OF STATE TRAVEL – VICTORIA HINDES

TO THE SUPERINTENDENT/PRESIDENT:

Approval is requested for Dr. Victoria Hinds to travel to Washington D.C to participate in the U.S. Department of Agriculture-Hispanic Serving Institutions Fellows Program, June 26 – 30, 2006. As a USDA/HSI Fellow, she will interact with a network of leaders that work to advance the excellence of education at Hispanic Serving Institutions.

Fiscal Impact: None, all expenses to be paid by the USDA Fellows Program.

RECOMMENDATION:

It is recommended that the Board of Trustees approve out-of-state travel for Dr. Victoria Hinds.

REFERENCE FOR AGENDA: YES

Signed: Uribeo Belter
Vice President, Student Services

TRANSMITTED TO THE BOARD WITH A FAVORABLE RECOMMENDATION:

Signed: Spencer
Superintendent/President

ACTION TAKEN BY THE BOARD:

MOTION _____

SECOND _____

Ayes ____ Noes ____

INFORMATION ONLY _____

Victor Valley Community College Travel Authorization/Reimbursement Form

Name of Attendee: Victoria Hardin
 Name of Conference/Workshop: USDA HSI Fellows Program
 Location of Conference/Workshop: Washington, D.C
 Date(s) of Conference/Workshop: June 26-30

Travel Authorization/Funding Request **Reimbursement Request/ Statement of Expenses**
To be submitted within 90 days after travel
(see 'Guidelines' on reverse side)

Estimated Cost of Attendance

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

NOTES:

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

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

Requisition # _____ P.O.# _____

Victoria Hardin
 Signature of Attendee _____ Date _____

APPROVAL TO ATTEND:

Edward Smith 17 April 06
 Signature of Supervisor (staff) or Dean, Learning Systems (faculty) _____ Date _____

Please Indicate Budget Approval

- _____ Date _____
Budget Account Manager Signature
- _____ \$ Approved
Department Budget Account # (12 digits)
- _____ Date _____ Faculty Travel # _____ \$ Approved
Faculty Travel
- _____ Date _____ Staff Dev # _____ \$ Approved
Staff Development

Processing Instructions -

Travel Authorization/Funding Phase

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

Transportation

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

Lodging Total: \$ _____

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

Date	Brkfst	Lunch	Dinner	#People	\$

Other: _____

Sub-total of expenses: _____

LESS AMOUNT PREPAID BY DISTRICT: _____

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

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

Employee Signature _____ Date _____

Fiscal Services Approval _____ Date _____

**Processing Instructions -
Reimbursement Request Phase**

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

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JUNE 27, 2006

STUDENT SERVICES

TOPIC: AGREEMENT

TO THE SUPERINTENDENT/PRESIDENT:

The vendor and/or consultant below have been designated to perform the services listed for the district at the amounts specified during the fiscal year 2005-2006. Payment to vendors and consultants for services rendered per this agreement is in accordance with district, county, state and/or federal regulations.

Fiscal Impact: Budgeted item, Title V Grant.

Vendor/Consultant	Service	Amount
Reza, Jacquelyn	Facilitate "Train the Trainers Workshop", provide materials and information to faculty, provide educational resources, develop evaluation instrument and administer evaluation and conduct follow-up of participants for the period of 05/09/06 - 06/15/06.	\$1988.10
	Total	\$1988.10

RECOMMENDATION:

It is recommended the Board of Trustees ratify the agreement as listed.

REFERENCE FOR AGENDA: YES

Signed William F. Furr
Vice President, Student Services

TRANSMITTED TO THE BOARD WITH A FAVORABLE RECOMMENDATION:

Signed [Signature]
Superintendent/President

ACTION TAKEN BY THE BOARD:

MOTION _____

SECOND _____

INFORMATION ONLY _____

Ayes _____ Noes _____

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT

18422 Bear Valley Road, Victorville, CA 92392-5849 ● (819) 245-4271

AGREEMENT FOR PERSONAL SERVICES

REQ # 13054

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

CONSULTANT Jacquelyn V. Reza SOCIAL SECURITY NUMBER
6262 Thomas Avenue Newark, CA 94560 CITY STATE ZIP
MAILING ADDRESS

hereinafter referred to as CONSULTANT.

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

- A. Services shall begin on May 19, 2006 and shall be completed on or before June 15, 2006.
B. CONSULTANT understands and agrees that he and all of his employees are not employees of the DISTRICT...
C. CONSULTANT shall furnish, at his own expense, all labor, materials, equipment, and other items necessary...
D. In the performance of the work herein contemplated, CONSULTANT is an independent contractor...
E. CONSULTANT agrees to defend, indemnify and hold harmless the DISTRICT, its Board of Trustees, employees and agents...
F. Services to be rendered to the DISTRICT by the CONSULTANT are as follows:
Develop & conduct "culturally sensitive" workshop
Provide materials, information to faculty
Provide educational resources
Develop evaluation instrument and administer evaluation
Conduct follow-up of participants
G. Neither party shall assign or delegate any part of this Agreement without the written consent of the other party.
H. The work completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT'S general right of inspection and supervision...

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

- NOT TO EXCEED \$1988.10
Payment (s) as requested, by personal invoices.

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

Signature lines for 'FOR THE DISTRICT' and 'FOR THE CONSULTANT'. Includes fields for Name, Title, Date, and Account #.

JUNE 27, 2006

STUDENT SERVICES

TOPIC: REVISED ASB CONSTITUTION

TO THE SUPERINTENDENT/PRESIDENT:

The ASB Constitution (attached) has been revised to reflect that CALSACC (California Student Association of Community Colleges) has been replaced by the Student Senate. There is also a minor change in appointment procedures to comply with the Brown Act.

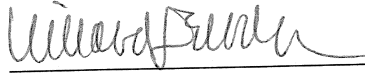
This revised constitution was approved by the ASB Council on May 5, 2006 and was approved by the student body in the general election held May 25, 2006.

Fiscal Impact: None

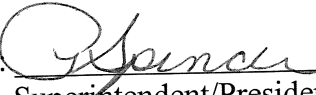
RECOMMENDATION:

It is recommended that the Board of Trustees approve the revised ASB Constitution.

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 _____

INFORMATION ONLY _____

Ayes ____ Noes ____

VICTOR VALLEY COLLEGE ASSOCIATED STUDENT BODY CONSTITUTION

Preamble

THE ASSOCIATED STUDENT BODY OF VICTOR VALLEY COLLEGE, in order to advance the interest of higher education, to unify and direct student activities, and to coordinate a more perfect line of communication with students, faculty, administration, and the High Desert Community, do hereby adopt this Constitution.

Article I: Name

The name of this organization shall be "Associated Student Body of Victor Valley College," hereafter referred to as the ASB.

Article II: Membership & Privileges

SECTION 1. Membership

A student enrolled at Victor Valley College (VVC) and who has paid his/her student body membership fees, shall become a member of the ASB for that semester.

SECTION 2. Privileges

All members of the ASB of VVC are entitled to:

- a. The right, if eligible, to hold an office as provided in the Constitution under Article III, Section 4.
- b. Representation by the ASB Council.
- c. Other rights, privileges and benefits established by the ASB Council of VVC which may include free or discounted admission to all ASB activities and/or free or reduced prices on bookstore merchandise.

Article III: Officers & Qualifications

SECTION 1. Officers

The officers of ASB shall be:

Adopted by ASB:
Adopted by Student Body:
Adopted by Board of Trustees:

May 5, 2006
May 25, 2006
Pending

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President

Vice President

Treasurer

Secretary

Executive Senator

~~CalSACC Senator~~ **Political Relations Senator**

Allied Health Senator

Arts & Music Senator

Activities Senator

Athletics Senator

Business Senator

Inter Club Council Senator

Public Relations Senator

Math/Science Senator

Social Science/Humanities Senator

Vocational Technology Senator

SECTION 2. Executive Board Officers

The Executive Board shall consist of the President, Vice President, Treasurer, Secretary, and Executive Senator. The order of ascension of executive council members is as follows: President, Vice President, Treasurer, Secretary, and Executive Senator.

SECTION 3. Representative Body

The Representative Body shall consist of all officers as stated in Article III, Section 1, and will hereafter be referred to as the ASB Council.

SECTION 4. Qualifications

Adopted by ASB:

May 5, 2006

Adopted by Student Body:

May 25, 2006

Adopted by Board of Trustees:

Pending

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Qualifications to seek of hold office are:

- a. A student must maintain at least six (6) units of VVC course work and have at least a 2.0 cumulative grade point average during their term of office.
- b. If an ASB council member is put on academic probation while holding office, the ASB Council must approve, by a two-thirds (2/3) majority vote, for that member to remain in office.
- c. An ASB Council Senator must be enrolled in at least one (1) class from his/her represented department per term of office.
- d. ASB Council members shall not hold officer positions in ASB chartered clubs.
- e. Must maintain at least five (5) office hours. Any exception to be approved by the ASB Council.

SECTION 5. Term of Office

The term of office for the ASB Council officers shall be one (1) school year; ending on the last day of regularly scheduled spring classes, with the next year's council beginning the day after.

SECTION 6. Term Limit

A student may serve on the ASB Council no more than six (6) total semesters, including no more than four semesters four (4) as an executive officer unless appointed under special circumstances.

Article IV: Duties and Powers of The Student Council Officers

SECTION 1. Duties

All ASB Council officers are expected to uphold the ASB Constitution and Bylaws and attend all regular, special, and emergency meetings. All ASB Council officers shall submit a closing report before leaving office.

SECTION 2. The President

The President:

- a. Shall preside over all meetings of this organization and be responsible for the agenda in compliance with the Brown Act.
- b. May call emergency and special meetings of the ASB Council when such meetings are deemed necessary.
- c. May appoint committee chairpersons and members, subject to a two-thirds (2/3) majority vote of the ASB Council.
- d. May nominate any eligible candidate for a vacant office, with the appointment subject to a two-thirds (2/3) approval of the ASB Council. If the President withholds nomination for two (2) regularly scheduled ASB Council meetings, the ASB Council may act in a nominating role with a two-thirds (2/3) approval of the ASB Council.
- e. Shall, according to VVC Board of Trustee policy, act as Student Trustee.
- f. Meet with the ASB Advisor and Superintendent/President of VVC on a regular basis.
- g. Preside over and attend Executive Council meetings.

Adopted by ASB:

May 5, 2006

Adopted by Student Body:

May 25, 2006

Adopted by Board of Trustees:

Pending

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- h. May, while chairing a meeting, choose to relinquish the gavel and vote according to Robert's Rules of Order.

SECTION 3. Vice President

The Vice President shall:

- a. Preside over all ASB Council meetings in the absence of the President and succeed to that position upon the resignation or removal of the President.
- b. Act as Parliamentarian of the ASB Council meetings.
- c. Attend the Board of Trustees meetings in the absence of the President.
- d. Act as the official chairperson of the Election Committee as outlined in the adopted ASB Election Code.
- e. Act as ex-officio member of committees appointed by the President and ASB Council.
- f. Attend Executive Council meetings.
- g. Act as chairperson in Judiciary Committee meetings as outlined in Article VIII, Section I.

SECTION 4. Treasurer

The Treasurer shall:

- a. Work with the ASB Advisor and maintain an accurate accounting of all ASB monies.
- b. Make monthly reports to the ASB Council of current financial status.
- c. Be responsible for assuring compliance with the provisions of the Financial Code in reviewing all Purchase Orders.
- d. Act as the official chairperson to the Budget Committee as outlined in the ASB Financial Code.
- e. Attend Executive Council Meetings.

SECTION 5. Secretary

The Secretary shall:

- a. Record minutes of the ASB Council Meetings.
- b. Make minutes available to the public and distribute approved minutes to:
 - 1. President and/or Superintendent of VVC
 - 2. All Vice Presidents
 - 3. All Deans
 - 4. ASB Advisor
 - 5. All ASB Council Members
- c. Be responsible for handling ASB Correspondence.
- d. Maintain and up-to-date mailing list and ASB Council Directory.
- e. Attend Executive Council Meetings.
- f. Distribute ASB Newsletter/Newspaper.

SECTION 6. Executive Senator

Adopted by ASB:	May 5, 2006
Adopted by Student Body:	May 25, 2006
Adopted by Board of Trustees:	Pending

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The Executive Senator shall:

- a. Represent those departments not otherwise represented.
- b. In the absence of the Vice President, act as ex-officio member of committees appointed by the President and ASB Council.
- c. Keep records of all department and committee reports.
- d. May assign duties pertaining to each ASB Senator's Department.
- e. Organize an orientation for ASB Senators in conjunction with the Vice President.
- f. Monitor Department Head and Closing Reports.
- g. Attend Executive Council Meetings.

SECTION 7. Political Relations Senator

The Political Relations Senator shall:

- a. **Serve as the Representative of VVC, and the ASB Council to all American Student Association of Community Colleges (ASACC) and Student Senate of California Community Colleges (SSCCC) sponsored events.**
- b. **Submit monthly reports updating the ASB Council on any new information regarding all aspects of the ASACC and SSSCC.**
- c. **Act as the voting delegate at the ASACC and SSSCC general assemblies.**
- d. **Keep monthly contact with regional representatives.**
- e. **Act as the designated chair of the ASB ASACC/SSCCC Committee.**
- f. **Take initiative in all duties not outlined by this constitution within the sphere of student politics.**

~~SECTION 7. California Student Association of Community Colleges Senator (CalSACC) Senator~~

~~The CalSACC Senator shall:~~

- ~~g. Serve as the Representative of VVC, and the ASB Council to all CalSACC sponsored events.~~
- ~~h. Make reports to the ASB Council on any function pertaining to CalSACC.~~
- ~~i. Act as the voting delegate to the regional meetings of the CalSACC organization.~~
- ~~j. Be the designated chair of the ASB CalSACC Committee.~~
- ~~k. Keep in contact with the CalSACC Regional Chair and Policy Board Representative regarding VVC.~~

SECTION 8. Inter Club Council (ICC) Senator

The Inter Club Council Senator shall:

- a. Preside over meetings of ICC and be responsible for the agenda and minutes.
- b. Work to increase the number of clubs on campus.
- c. Publish a directory of all campus clubs (must include names of clubs, officers, and advisors).
- d. Represent the ICC at all ASB regular, special, and emergency meetings.
- e. Be responsible for ICC publicity by working with the Activities and Public Relations Senators and the VVC's Public Information Officer.

Adopted by ASB:	May 5, 2006
Adopted by Student Body:	May 25, 2006
Adopted by Board of Trustees:	Pending

- f. Develop and implement campus activities and events.
- g. Submit a monthly report of ICC activities and events to the Executive Senator.

SECTION 9. Public Relations Senator

The Public Relations Senator shall:

- a. Create and publish the ASB Newsletter/Newspaper.
- b. Promote and market strategies for all ASB activities and events.
- c. Update and maintain all ASB campus bulletin boards bi-weekly.
- d. Meet with ASB President and ASB Advisor to maintain communication.
- e. Be the designated Public Relations correspondent to the VVC student body.
- f. Be responsible for ASB publicity by working with the Activities and ICC Senators and VVC's Public Information Officer.
- g. Develop and implement campus activities and events.
- h. Publicize all activities to the fullest extent by making use of available advertising sources.

SECTION 10. Activities Senator

The Activities Senator shall:

- a. Work with the ICC Senator and ASB Council to plan and implement activities.
- b. Attend ASB Budget Committee meetings.
- c. Work with the Public Relations Senator to promote ASB approved activities.
- d. Meet with the ASB President and ASB Advisor to maintain communication.
- e. Maintain a current calendar of ASB Council and ICC activities.
- f. Submit a monthly report of upcoming activities to the Executive Senator.

SECTION 11. All ASB Senators

Each ASB Senator shall:

- a. Represent the interests of the students of his/her department or area.
- b. Develop and maintain communication with Faculty members in his/her department or area.
- c. Meet with the faculty department chair or designated faculty person on a monthly basis.
- d. The Athletics Senator shall regularly attend Athletics activities and coordinate a Head Coach meeting once per semester.
- e. Sponsor at least one (1) activity per semester.
- f. Meet with the ASB Advisor to maintain communication.
- g. Sit on an ASB committee, be a student representative on one additional committee, and submit all committee reports to the ASB Council President and the Executive Senator.
- h. Turn in a typed and signed Department Head Report to the Executive Senator monthly.

Adopted by ASB:	May 5, 2006
Adopted by Student Body:	May 25, 2006
Adopted by Board of Trustees:	Pending

Article V: Rights and Privileges of the ASB Council

SECTION 1: ASB Council Procedures

- a. The ASB Council shall be empowered to proposed amendments to the ASB Constitution or Bylaws.
- b. The ASB Council may be governed by an amended constitution before it has completed the ratification process with a unanimous vote from the ASB Council.
- c. Shall adjust and approve the ASB budget.
- d. Shall approve student representation for committees.
- e. Shall determine, by a majority vote (with the ASB Chair voting to make a difference), the policies pertaining to the welfare of the ASB students.
- f. Shall plan ASB activities and help in coordinating the activities of campus clubs and organizations.

- g. Shall conduct meetings according to Robert's Rules of Order, Newly Revised.
- h. Be responsible for the certification of all clubs on a yearly basis.

SECTION 2. Meeting Procedures

- a. The ASB Council shall meet at least once a week on a day and at a time designated by a majority vote of the ASB Council.
- b. Each ASB Council member shall have one (1) vote with the exception of the Chair, who shall only vote to make a difference.
- c. The VVC Administration shall determine who shall be advisor to the ASB Council.

SECTION 3. Quorum

A quorum is considered to be half plus one, ($1/2 + 1$) members present of the entire number of ASB Council positions filled.

Article VI: Election Procedures

SECTION 1: Procedure

The election procedures will be enforced as per the adopted ASB Election Code.

SECTION 2: Election Dates

- a. Election of ASB Council officers shall be held at least four (4) weeks prior to the end of the spring semester.
- b. Special elections may be called at the discretion of the ASB Council provided two (2) weeks' notice is given to the VVC Student Body.

Adopted by ASB:	May 5, 2006
Adopted by Student Body:	May 25, 2006
Adopted by Board of Trustees:	Pending

- d. Upon presentation of the aforementioned petition/petitions, a recall election shall be held within four (4) weeks. If the officer involved fails to receive a two-thirds (2/3) affirmative vote from the voting body, that officer shall be removed from office.

SECTION 3: Vote of No Confidence

- a. A Vote of No Confidence may be taken if any Council member fails to meet requirements as stated in the ASB Constitution and/or Bylaws.
- b. A Vote of No Confidence must be motioned and seconded. The reason for the Vote of No Confidence must be stated in the motion. The motion is then immediately tabled and the Vote of No Confidence shall be voted and decided upon at the following ASB Council meeting.
- c. Two-thirds (2/3) of the ASB Council must be present for the vote to be taken. A two-thirds (2/3) affirmative vote of those members present will be required for removal from office.

Voting Explanation:

1. a **YES** vote is a vote for removal from office.
2. a **NO** vote is to retain the individual in question in their current office.

Article VIII: ASB Council Committees

SECTION 1: Judiciary Committee

- a. A Judiciary Committee, upon request, may be set up for the following purposes:
 1. For the voicing of student grievances with other campus bodies or organizations.
 2. To ensure due process for students.
 3. To make recommendations and/or referrals to the appropriate VVC bodies in regard to subsections 1) and 2) above.
- b. The Judiciary Committee shall be composed of:
 1. The ASB Council Vice President to act as chairperson.
 2. Four (4) students with the approval of a two-thirds (2/3) majority of the ASB Council.
 3. A faculty advisor and/or the designated Administrative Vice President.
- c. The Judiciary Committee shall observe the following rules:
 1. If any member of the Judiciary Committee is directly involved in a matter brought before the Committee, he/she shall be disqualified.
 2. Any person appearing before the Judiciary Committee shall have the privilege of providing his/her own representation.
 3. Additional rules may be established by a two-thirds (2/3) vote of the ASB Council.

SECTION 2: Budget Committee

Adopted by ASB:	May 5, 2006
Adopted by Student Body:	May 25, 2006
Adopted by Board of Trustees:	Pending

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The Budget Committee shall be governed by and adhere to all requirements as stated in the adopted Financial Code.

SECTION 3: Election Committee

The Election Committee shall be governed by and adhere to all requirements as stated in the adopted Election Code.

SECTION 4: Committee Membership

If any committee member is directly involved in a matter brought before that committee, he/she shall be removed from that committee until the matter is resolved. If there is any conflict of interest, that committee member shall not be a member of that committee.

Article IX: Ratification of Amendments

SECTION 1: Amendments

Amendments to this constitution may be initiated by a two-thirds (2/3) majority of the ASB Council, or by a petition signed by fifteen percent (15%) of the student body. Proposed amendments, after presentation to the Election Committee, shall be brought to a vote within fifteen (15) days. All proposed amendments shall be made public at least ten (10) school days before the election.

Article X: Adoption of Bylaws

Bylaws may be added to this ASB Constitution by a three-fourths (3/4) majority of the ASB Council.

Bylaws may be readopted, added to, or amended, by each ASB Council on a yearly basis with a three-fourths (3/4) majority vote.

Article XI: Ratification of The Constitution

This constitution may be duly adopted by fulfillment of the following actions:

- a. A three-fourths (3/4) majority vote of the ASB Council.
- b. A two-thirds (2/3) majority vote of the VVC Student Body. This majority is determined by the averaging the number of students who voted in the last three ASB elections.
- c. Approval by the VVC Board of Trustees. This constitution shall be officially proclaimed and have full force and effect as of that date.

Adopted by ASB:	May 5, 2006
Adopted by Student Body:	May 25, 2006
Adopted by Board of Trustees:	Pending

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CURRENT WORKING BYLAWS

Article I: Associated Student Body Code of Ethics

Section 1

We, the Associated Student Body Council of VVC, respect the dignity and rights of all people.

- a. We recognize that all people deserve respect regardless of their cultural background, ethnicity, race, religious beliefs, political ideologies, disabilities, sexual orientation, age, or socioeconomic status.
- b. We are careful to avoid any personal power we may possess (whether it be physical, intellectual, academic, sexual, racial, or social) to exploit or intimidate other people.
- c. We recognize that being a member of this organization involves participating in an environment by which the freedom of expression is of paramount importance to ensure total student input on policy development.
- d. We also realize the need to demonstrate respect for our fellow ASB members as well as the students of this campus when making public comments about our fellow colleagues and students.

Section 2

We, the Associated Student Body of VVC, strive for honesty in representing all the community college students on our campus through a process that includes stimulating representation through honest and open debate and through the total documentation of all actions, positions, and decisions, which ASB may take.

- a. We facilitate the representation process by providing for a comprehensive system of delivering information to students on this campus.
- b. We strive to maintain proper dissemination of our minutes and agendas to all students; thus ensuring compliance with the Brown Act.
- c. We strive to remain open-minded, intellectually resilient, and willing to entertain and evaluate positions other than our own (ASB) at all times.

Section 3

We, the Associated Student Body of VVC, will always consider carefully the consequences of our actions: in order to protect the integrity of the process by which actions are taken and to protect the overall mission of our organization as per our constitution.

- a. We realize that sometimes constituents will offer us gifts or favors. We should decline such gifts when colleagues or others could construe the gift as an attempt to curry favors.
- b. Although we may have a variety of relationships with colleagues or others, we may never demonstrate favoritism or differential treatment to the aforementioned in any meetings.
- c. We do not exploit colleagues or others for personal or professional gain.
- d. We should give due regard to our role as students by maintaining our educational goals. We must promote the idea of high academic achievement and success.

Adopted by ASB:	May 5, 2006
Adopted by Student Body:	May 25, 2006
Adopted by Board of Trustees:	Pending

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- e. When we speak or act as a private person, we should avoid creating the impression that we speak or act for the whole of ASB unless otherwise directed by the whole of ASB.
- f. All guests of ASB shall be held to the same standards of conduct as the Associated Student Body.

Article II: Probationary Period for New Appointed Associated Student Body Council Members - Added on February 2002.

Section 1

New Appointments Placed on Probation

All newly appointed Associated Student Body Council Members will have a probationary period that will last thirty (30) days from the date of appointment. The purpose of the probationary period is to determine whether or not a newly appointed Associated Student Body Council member will be effective in performing the duties of his/her office as a representative of the students. Nothing in this bylaw may be interpreted to mean that Associated Student Body council members who are on probation will not have the same rights afforded to all other Associated Student Body Council members.

Section 2

Post Probationary Status

At the end of the probationary period, the appointed Associated Student Body Council member will be immediately added to the subsequent meeting's agenda to be considered for the retention of his/her appointed office.

- a. **Removal from Probationary Period.** If the Associated Student Body Council rules in favor of the motion by a majority vote, then the Associated Student Body Council member is removed from probation and is subject only to the disciplinary procedures established outside of this bylaw in the Associated Student Body Constitution and bylaws.
- b. **Removal from Office.** If the Associated Student Body Council does not permit the motion to pass, then the Associated Student Body Council member is immediately removed from his/her office.

Section 3

Time of Enactment

This bylaw will immediately take effect at the time it is approved by the Associated Student Body Council. This bylaw will not affect appointments to the Council that were made previous to the enactment of this bylaw.

Article III: Semester Book Voucher - Added on April 2002.

Section 1

Book Voucher

A \$200.00 book/supply voucher will be available to current ASB council members for the fall and spring semesters.

Adopted by ASB:	May 5, 2006
Adopted by Student Body:	May 25, 2006
Adopted by Board of Trustees:	Pending

- a. The voucher can only be used in the RAMS BOOKSTORE. The voucher cannot be exchanged for cash.
- b. If an ASB Officer resigns or receives a VNC and is removed from council before the first eight week classes have ended the member shall repay the full amount of \$200.00. If the person is on council longer than nine (9) weeks they do not have to repay anything back.

Section 2

Book/Supply Voucher for Appointees

The current ASB Council may, by 2/3 vote, approve the book/supply voucher for appointees that have passed their 30-day grace period.

- a. If an appointee is not put on council within the first sixty (60) days of the fall/spring semester, they are not eligible to receive the voucher.
- b. The appointees must abide by the terms stated in Section 1.

Adopted by ASB:
Adopted by Student Body:
Adopted by Board of Trustees:

May 5, 2006
May 25, 2006
Pending

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SECTION 3: Eligibility to Vote

Any student currently enrolled at VVC is eligible to vote. Proof of identification is required in order to vote.

SECTION 4: Appointment Procedures

To entitle every eligible candidate fair and equal opportunity to vacant ASB offices, the ASB council shall:

- a. Allow for a current ASB Council member to be appointed to another office, at that time their current office will automatically become vacant.
- b. Provide a cover letter explaining all requirements as written in the ASB constitution.
- c. Have any open positions announced by the ASB President at the first regularly scheduled ASB meeting after the position has become vacant.
- d. All open positions shall be posted a minimum of ten (10) days prior to appointments.
- e. Require that a letter of intent and an application be turned in no later than 5:00 p.m. of the due date.
- f. Require a member of the executive council to screen all applications so that all requirements have been met. The executive council will present all eligible candidate applications to the ASB Council.
- g. Require the candidate to be present on the day the position is filled for the mandatory interview process. ~~The interview process will be held during closed session.~~
- h. ~~A secret ballot for voting on confirmation of appointees shall be conducted at the conclusion of the interview process.~~ If the ASB President chooses, he/she may vote to make a difference.
- i. The appointment process shall be repeated no more that three times per semester.

(Note: Text in strikethrough type is in conflict with the California Brown Act. These parts of the constitution in conflict with existing state law cannot be followed.)

Article VII: Removal From Office

SECTION 1: Removal of ASB Council Officers

Any ASB Council Officer can be removed for any of the following reasons:

- a. Having three (3) unexcused absences from ASB Council meetings per term of office with exceptions to be approved by the ASB Council.
- b. Failure by the designated ASB Council member to uphold their Constitutional duties (see Article IV).
- c. Being placed on social probation by any designated Vice President of VVC.

SECTION 2: Recall

- a. All ASB Council Officers shall be subject to recall.
- b. Elected officers will be subject to a recall based upon a petition signed by twenty percent (20%) of the student of VVC student body, except in the case of a Vote of No Confidence.
- c. Appointed officers will be subject to a recall by the ASB Council by means of a petition signed by twenty percent (20%) of the student body of VVC presented to the ASB Advisor, or upon a two-thirds (2/3) vote of the ASB Council.

Adopted by ASB:
Adopted by Student Body:
Adopted by Board of Trustees:

May 5, 2006
May 25, 2006
Pending

JUNE 27, 2006

STUDENT SERVICES

TOPIC: 2006-07 ACADEMIC CALENDAR

TO THE SUPERINTENDENT/PRESIDENT:

The academic calendar is subject to negotiation per the collective bargaining agreement with the Faculty Association (CCA). The attached calendar has been ratified by CCA. Mandated holidays are set by the Chancellor's Office (attached). Other holidays are set by contract language per the CSEA collective bargaining agreement (attached). Per historical practice, there are three board-given holidays during the December break. Additionally, contract language with CSEA sets the beginning and ending dates for the summer four-day work week.

Fiscal Impact: None.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the 2006-07 academic calendar.

REFERENCE FOR AGENDA: YES

Signed: William J. Guah
Vice President, Student Services

TRANSMITTED TO THE BOARD WITH A FAVORABLE RECOMMENDATION:

Signed: Rhincen
Superintendent/President

ACTION TAKEN BY THE BOARD:

MOTION _____

SECOND _____

Ayes ____ Noes ____

INFORMATION ONLY _____

PA

Victor Valley College 2006-2007 Academic Calendar

JUNE 2006						
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Key

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 |

- June 2006
19 Summer Session Begins
- July 2006
4 Independence Day Holiday
29 Six-Week Summer Session Ends
- August 2006
12 Eight-Week Summer Session Ends
28 Fall Semester Starts
- September 2006
4 Labor Day Holiday
15 Staff Development Day*
- November 2006
10 Veteran's Day Holiday
23-24 Thanksgiving Holiday
- December 2006
16 Fall Semester Ends
21 Holiday In lieu of Admission Day
22 Christmas Eve Holiday (Observance)
25 Christmas Holiday
26-28 Board Given Holidays
29 New Year's Eve Holiday (Observance)
- January 2007
1 New Year's Day (Observance)
2 Winter Session Begins
15 Martin Luther King, Jr. Holiday
- February 2007
10 Winter Session Ends
12 Spring Semester Begins
16 Lincoln Day Holiday
17-18 No Classes - College Closed
19 Washington Day Holiday
- March 2006
2 Staff Development Day*
- April 2007
6 Spring Break Holiday
9-13 Spring Break - No Classes - College Open
14-15 No Classes - College Closed
- May 2007
28 Memorial Day Holiday
- June 2007
8 Commencement
9 Spring Semester Ends
18 Summer Session Begins
- July 2007
4 Independence Day Holiday
28 Six Week Summer Session Ends
- August 2007
11 Eight Week Summer Session Ends

JANUARY 2007						
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AUGUST 2007						
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5	6	7	8	9	10	11

* Classes in session, offices closed. Regular work day, participation in staff development activities voluntary for all staff and faculty.

Calendar status: CCA ratification and Board of Trustees approval pending

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CALIFORNIA COMMUNITY COLLEGES
CHANCELLOR'S OFFICE

1102 Q STREET
SACRAMENTO, CA 95814-6511
(916) 445-8752
HTTP://WWW.CCCCO.EDU



June 20, 2005

TO: District Superintendent/President

FROM: Frederick E. Harris, Assistant Vice Chancellor
College Finance and Facilities Planning Division

SUBJECT: Mandated Holidays for Fiscal Years 2005-06, 2006-07, 2007-08, and 2008-09

Synopsis: A list of the official 2005-06 academic holidays, as specified by Education Code Section 79020, is provided for convenience in establishing your academic calendar. Also, for districts that wish to do long-range planning, included are the dates for Fiscal Years 2006-07, 2007-08 and 2008-09 holidays, based on the current statute (ECS 79020).

Fiscal Year 2005-06

July 4, 2005	(Monday)	Independence Day
September 5, 2005	(Monday)	Labor Day
November 11, 2005	(Friday)	Veterans Day
November 24, 2005	(Thursday)	Thanksgiving
December 26, 2005	(Monday)	Christmas (Observance)
January 2, 2006	(Monday)	New Year's Day (Observance)
January 16, 2006	(Monday)	Martin Luther King, Jr. Day
February 10, 13, 14, or 17, 2006 (Friday, Monday, Tuesday or Friday)		Lincoln Day
February 20, 2006	(Monday)	Washington Day
May 29, 2006	(Monday)	Memorial Day

A college MAY close on March 31, known as "Cesar Chavez Day," and the fourth Friday in September, known as "Native American Day," if the governing board of the district agrees to close the college for that purpose. The district shall continue to maintain the minimum required 175 days of instruction.

If the district does not close for "Cesar Chavez Day" or "Native American Day," appropriate observances should be held in commemoration.

(Continued)

Fiscal Year 2006-2007

July 4, 2006	(Tuesday)	Independence Day
September 4, 2006	(Monday)	Labor Day
November 10, 2006	(Friday)	Veterans Day (Observance)
November 23, 2006	(Thursday)	Thanksgiving
December 25, 2006	(Monday)	Christmas
January 1, 2007	(Monday)	New Year's Day
January 15, 2007	(Monday)	Martin Luther King, Jr. Day
February 9, 12, 13, or 16, 2007 (Friday, Monday, Tuesday, or Friday)		Lincoln Day
February 19, 2007	(Monday)	Washington Day
May 28, 2007	(Monday)	Memorial Day

Fiscal Year 2007-08

July 4, 2007	(Wednesday)	Independence Day
September 3, 2007	(Monday)	Labor Day
November 12, 2007	(Monday)	Veterans Day (Observance)
November 22, 2007	(Thursday)	Thanksgiving
December 25, 2007	(Tuesday)	Christmas
January 1, 2008	(Tuesday)	New Year's Day
January 21, 2008	(Monday)	Martin Luther King, Jr. Day
February 8, 11, 12, or 15, 2008 (Friday, Monday, Tuesday, or Friday)		Lincoln Day
February 18, 2008	(Monday)	Washington Day
May 26, 2008	(Monday)	Memorial Day

Fiscal Year 2008-09

July 4, 2008	(Friday)	Independence Day
September 1, 2008	(Monday)	Labor Day
November 10 or 11, 2008	(Monday or Tuesday)	Veterans Day
November 27, 2008	(Thursday)	Thanksgiving
December 25, 2008	(Thursday)	Christmas
January 1, 2009	(Thursday)	New Year's Day
January 19, 2009	(Monday)	Martin Luther King, Jr. Day
February 6, 12, or 13, 2009 (Friday, Thursday, or Friday)		Lincoln Day
February 16, 2009	(Monday)	Washington Day
May 25, 2009	(Monday)	Memorial Day

Action/Date Requested: Information

Contact: For holiday or calendar configuration questions, call Elias Regalado, Fiscal Services, at (916) 445-1165 or e-mail at eregalad@ccccc.edu.

cc: District/College Chief Business Officer
 Chief Instructional Officer
 Dean of Admissions and Records, Registrar
 Chief Information System Officer
 Robert Turnage
 Elias Regalado

ARTICLE X

HOLIDAYS

10.1 SCHEDULED HOLIDAYS

10.1.1 The following holidays shall be granted as holidays for all Bargaining Unit members:

New Year's Day
Martin Luther King Day
Lincoln Day
Third Monday in February known as Washington Day
Spring Break Day (which will coincide with Good Friday)
Memorial Day
Independence Day
Labor Day
Veterans Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve Day
Christmas Day
New Year's Eve Day

One day to be selected on a floating basis with approval of the Bargaining Unit member's supervisor.

10.1.2 In the event a holiday falls on a Saturday, the preceding Friday shall be considered a holiday. In the event a holiday falls on a Sunday, the succeeding Monday shall be considered a holiday. For those unit members who work Monday-Thursday shift in the summer, in the event the Independence Day holiday falls on Friday or Saturday, the unit member shall receive a floating holiday which shall be used with the approval of the unit member's supervisor during the month of July in the same year. For those unit members who work a Tuesday-Saturday shift in the summer, in the event the Independence Day holiday falls on Sunday or Monday, the unit member shall receive a floating holiday which shall be used with the approval of the unit member's supervisor during the month of July in the same year.

10.1.3 Unit members whose normal workweek includes Saturday or Sunday, or both, and as a result the employee loses a holiday which he or she would otherwise be entitled, shall be entitled to a substitute holiday or shall be entitled to compensation in the amount to which the unit member would have been entitled had the holiday fallen within his or her normal work schedule. (Ed. Code 88206).

JUNE 27, 2006

HUMAN RESOURCES

TOPIC: AGREEMENT, DESERT VALLEY MEDICAL GROUP

TO THE SUPERINTENDENT/PRESIDENT:

The district desires to enter into an agreement with Desert Valley Medical Group to provide medical services, including pre-employment exams, return to work programs, and TB testing.

Fiscal impact: budgeted item

RECOMMENDATION:

It is recommended the Board of Trustees ratify the agreement with Desert Valley Medical Group to provide medical services from July 1, 2006, through June 30, 2007, as listed.

REFERENCE FOR AGENDA: YES

Signed: W. Scarpino
Director, Human Resources

TRANSMITTED TO THE BOARD WITH A FAVORABLE RECOMMENDATION:

Signed: [Signature]
Superintendent/President

ACTION TAKEN BY THE BOARD:

MOTION _____

SECOND _____

INFORMATION ONLY _____

Ayes ___ Noes ___

AGREEMENT FOR COLLEGE MEDICAL SERVICES

2006-2007

This Agreement is between the Victor Valley Community College District of Victorville, California, hereinafter known as the "District," and Desert Valley Medical Group, 16850 Bear Valley Road, Victorville, CA 92392, hereinafter known as "Physician," and is for the purpose of securing medical services for the District for a period beginning July 1, 2006, and ending June 30, 2007.

This Agreement is subject to the terms and conditions as set forth below:

1. The Physician agrees to perform medical services for the District which shall expressly be indicated to include, but not necessarily be limited to include, the following:
 - a) To provide pre-placement exams and other employment exams as directed by the Office of Human Resources of the District at the cost indicated in Exhibit A.
 - b) To work in conjunction with the District "Return to Work Program" to identify temporarily partially disabled workers capable of returning to light duty work and to provide updated status reports on temporarily totally disabled workers as detailed in Exhibit B.
2. These services shall be billed to the District and will be paid within thirty (30) days of receipt of invoice. Invoice billings for pre-placement/employment exams shall include name and social security number.
3. Results of pre-placement physicals will be faxed to the District office at (760) 245-7221 within twenty-four (24) hours of completion of exam.
4. Physician understands and agrees that he and all of his employees are not employees of the District and are not eligible for benefits to which employees are normally entitled, including state unemployment compensation or worker's compensation. Physician shall assume full responsibility for payment of all federal, state and local taxes or contributions including unemployment insurance, social security and income taxes with respect to Physician's employees.
5. In the performance of the work herein contemplated, Physician is an independent contractor with the authority to control and direct the performance of the details of the work, District being interested only in the results obtained.
6. Physician agrees to defend, indemnify and hold harmless the District, its Board of Trustees, employees and agents from any and all liability or loss arising in any way out of Physician negligence in the performance of this Agreement, including but not limited to any claim due to injury and/or damage sustained by Physician and/or the Physician's employees or agents.

District agrees to defend, indemnify and hold harmless Physician, its employees and agents from any and all liability or loss arising in any way out of negligence of District, its employees or agents, including but not limited to any claim due to injury and/or damage sustained by District and/or District's employees or agents.

7. Physician shall provide District with a Certificate of Insurance showing a minimum of \$1,000,000.00 combined single limits of general liability and automobile coverage as required by the District.
8. Neither party shall assign or delegate any part of this Agreement without the written consent of the other party.
9. Physician agrees to comply with all federal, state, municipal and district laws, rules and regulations that are now, or may in the future become applicable to Physician, Physician's business, equipment and personnel engaged in operations covered by the Agreement or accruing out of the performance of such operations.
10. This Agreement may be terminated by either party notifying the other, in writing, at least ninety (90) days prior to the date of termination.

THIS AGREEMENT is entered into this _____ day of _____, 2006.

FOR THE DISTRICT:

Name

Title

Date

FOR THE PHYSICIAN:

Name

Title

Date

ATTACHMENT A
PRE-PLACEMENT PHYSICALS

Class I Physical Examination

Minimum Exam to Consist of:

- 1) Basic History
- 2) Basic Exam
- 3) *Isometric Evaluation
- 4) Jamar Grip
- 5) TB Skin Testing

Total Maximum Charge - \$100

*If problem exists, then Lumbar spine X-ray
(at additional charge not to exceed \$75).

Class II Physical Examination

Minimum Exam to Consist of:

- 1) Comprehensive History
- 2) Basic Exam
- 3) *Isometric Evaluation
- 4) Jamar Grip
- 5) Audiometric Test
- 6) Spirometry
- 7) TB Skin Testing (PPD)

Total Maximum Charge - \$200

*If problem exists, then Lumbar spine X-ray
(at additional charge not to exceed \$75).

ADDITIONAL SERVICES

TB Tine Testing Only

Total Charge: \$10

Hepatitis B Vaccinations

Total charge: \$65

DMV Physicals

Total charge: \$45

EXHIBIT B

RETURN TO WORK PROGRAM

District shall:

- 1) Inform Physician of the Return-to-Work Program and availability of light duty work; and,
- 2) Provide physical requirements of specific job classifications to Physician.

Physician shall:

- 1) Identify temporarily partially disabled workers capable of returning to light duty work;
- 2) Provide District and District's designated worker's compensation insurance carrier with specific written work restrictions and anticipated date of return to full duty; and
- 3) Provide updated status reports on temporarily totally disabled workers which include estimated dates for return to light duty and full duty work.

OPERATING PROCEDURES

- 1) Employee with work injury/illness is referred to Physician and receives examination and/or treatment. Employee is returned to work without restrictions, with restrictions, or is given an "Off Work Order" and not returned to work.
- 2) If employee is returned to work with restrictions, light duty/alternative assignment may be found for the employee with Physician's restrictions.
- 3) If employee is given an "Off Work Order" for a stated time, the Physician will closely monitor this for a possible return to light duty/alternative assignment at a later date.

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT PRE-PLACEMENT PHYSICAL EXAMINATION

Employee/Applicant Instructions

1. Applicant/employee is to read the "Pre-Placement Physical Examination" form attached, sign and date in the appropriate place.
2. The Office of Human Resources will make an appointment for you to have a pre-placement physical with the medical provider listed below.
3. After your appointment, please call the Office of Human Resources and let them know your physical has been completed 245-4271, ext. 2486, ask for Rocio Chavez). An appointment will then be made for you to complete the remainder of you paperwork for employment.

MEDICAL PROVIDER Desert Valley Medical Group

Medical Provider Instructions

Attached is the Victor Valley College Pre-placement Physical Exam form, listing the physical requirements for a particular position.

1. Please perform the physical indicated on the attached forms. Evaluate the employee/applicant based on these requirements.
2. **Sign the form in the appropriate place and return it to the Victor Valley College Office of Human Resources by fax NO MORE THAN 24 hours after completion of physical.**
3. TB test results are not needed within this time frame. Those results may be mailed to our office after they are read.

Office of Human Resources
Victor Valley College
18422 Bear Valley Road
Victorville, CA 92392
FAX: 245-7221

If you have any questions, please call the Human Resources Office at 760-245-4271, extension 2486.

FACSIMILE COVER

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
HUMAN RESOURCES DEPARTMENT

18422 Bear Valley Road, Victorville, CA 92395

PHONE: (760) 245-4271

FAX: (760) 245-7221

JOB LINE: (760) 245-4271, Ext 2500

William Schmidt, Director of Human Resources, Ext. 2386

Chris Brehm, Office Assistant, Ext. 2486

Nonnie Compton, Human Resources Technician, Ext. 2486

Linda Cera, Administrative Assistant, Ext. 2386

Rocio Chavez, Human Resources Technician, Ext. 2574

Kathy Farrand, Human Resources Analyst, Ext. 2232

Sheri Foster, Coordinator of Payroll and Benefits, Ext. 2252

Cindy Wilson, Human Resources Analyst, Ext. 2328

DATE: 6.13.06

TO: Terry - Jung

FAX NUMBER: 381-8952

FROM: Linda Cera

NUMBER OF PAGES (including cover sheet): 6

MESSAGE:

Thank you
for your help!
(I'm trying to make
our board deadline)
- Linda

The information contained in this facsimile message is privileged and confidential information intended only for the use of the recipient named above. If you are not the intended recipient, you are hereby notified that any copying, dissemination, or distribution of this communication to anyone other than the intended recipient is strictly prohibited. If you have received this communication in error, please immediately notify us by calling the above phone number.

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HUMAN RESOURCES

JUNE 27, 2006

TOPIC: ACADEMIC EXTRA DUTY DAYS

TO THE BOARD OF TRUSTEES:

The district requests approval for up to 29 extra duty days for the 2006-2007 academic year. A maximum of 29 extra duty days will be assigned throughout the 2006-2007 academic year (July 1, 2006, through June 30, 2007) to meet the non-instructional needs of students (e.g. counseling and advisement):

Chris Cole, CalWORKS counselor (29 days)

Fiscal Impact: Budgeted

RECOMMENDATION:

It is recommended that the board approve the extra duty day assignments for the 2006-2007 academic year (July 1, 2006, through June 30, 2007) for the individual listed above.

REFERENCE FOR AGENDA: NO

Signed W. S. K. (DT)
Director of Human Resources

TRANSMITTED TO THE BOARD WITH A FAVORABLE RECOMMENDATION.

Signed R. H. (R)
Superintendent/President

ACTION TAKEN BY THE BOARD:

MOTION _____

SECOND _____

Ayes ___ Noes ___

INFORMATION ONLY _____

HUMAN RESOURCES

JUNE 27, 2006

TOPIC: AGREEMENT, SOUTHERN CALIFORNIA COMMUNITY COLLEGE DISTRICT
EMPLOYMENT RELATIONS CONSORTIUM

TO THE SUPERINTENDENT/PRESIDENT:

The district desires to enter into an agreement with the Southern California Community College District Employment Relations Consortium to provide six days of training workshops during the 2006-2007 academic year.

Fiscal impact: Fund 01 budgeted item, \$2500

RECOMMENDATION:

It is recommended the Board of Trustees ratify the agreement with the Southern California Community College District Employment Relations Consortium as listed.

REFERENCE FOR AGENDA: YES

Signed: W. S. HIGGINS
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 VICTOR VALLEY COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "Community College District," and the law firm of LIEBERT CASSIDY WHITMORE, A Professional Corporation, hereinafter referred to as "Attorney."

WHEREAS Community College District has the need to secure expert training and consulting services to assist Community College District in its relations and negotiations with its employee organizations; and

WHEREAS Community College District has determined that no less than twenty-three (23) Community College Districts in the Southern California area have the same need and have agreed to enter into identical agreements with Attorney; and

WHEREAS Attorney is specially experienced and qualified to perform the special services desired by the Community College District and is willing to perform such services;

NOW, THEREFORE, Community College District and Attorney agree as follows:

Attorney's Services:

During the year beginning July 1, 2006, Attorney will provide the following services to Community College District (and the other aforesaid public agencies):

1. Six (6) days of group training workshops covering such employment relations subjects as management rights and obligations, negotiation strategies, employment discrimination and affirmative action, employment relations from the perspective of elected officials, performance evaluation (administering evaluations), grievance and discipline administration for supervisors and managers, planning for and responding to concerted job actions, current court, administrative and legislative developments in personnel administration and employment relations, etc., with the specific subjects covered and lengths of individual workshop presentations to be determined by Community College District and the other said local agencies.
2. A monthly newsletter covering employment relations developments.

Fee:

Attorney will provide these special services to Community College District for a fee of Two Thousand Five Hundred Dollars (\$2,500.00), payable in one payment prior to August 1, 2006. The fee, if paid after August 1, 2006 will be \$2,600.00. Said fee will cover Attorney's time in providing said training and consultative services and the development and printing of written materials provided to attendees at the training programs.

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Additional Services:

Attorney shall, as and when requested by Community College District, make itself available to Community College District to provide representational, litigation, and other employment relations services. The Community College District will be billed for the actual time such representation services are rendered, including reasonable travel time, plus any necessary costs and expenses authorized by the Community College District.

The range of hourly rates for Attorney time is from One Hundred Sixty to Two Hundred Sixty Dollars (\$160.00 - \$260.00) per hour for attorney staff and from Ninety-Five Dollars to One Hundred Ten Dollars (\$95.00 - \$110.00) per hour for services provided by paraprofessional staff. 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.

Independent Contractor:

It is understood and agreed that Attorney is and shall remain an independent contractor under this Agreement.

Term:

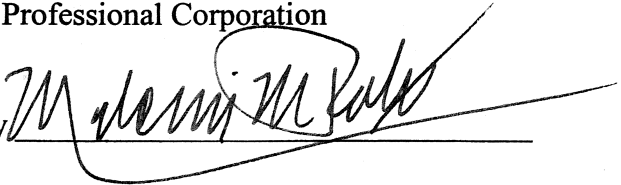
The term of this Agreement is twelve (12) months commencing July 1, 2006. The term may be extended for additional periods of time by the written consent of the parties.

Condition Precedent:

It is understood and agreed that the parties' aforesaid rights and obligations are contingent on no less than twenty-three (23) local agency employers entering into a substantially identical Agreement with Attorney on or about July 1, 2006.

Dated: 5-12-06

LIEBERT CASSIDY WHITMORE
A Professional Corporation

By 

Dated: _____

**VICTOR VALLEY COMMUNITY
COLLEGE DISTRICT**

By _____

LIEBERT CASSIDY WHITMORE
A PROFESSIONAL LAW CORPORATION

6033 West Century Blvd., Suite 500
Los Angeles, CA 90045
Tel: (310) 981-2000 Fax: (310) 337-0837
Tax ID: 95-3658973

INVOICE

May 4, 2006

Bill Schmidt
Director, Human Resources
Victor Valley Community College District
18422 Bear Valley Road
Victorville, CA 92395

(ER020-021)
INVOICE NUMBER: 66063

**SOUTHERN CALIFORNIA COMMUNITY COLLEGE DISTRICT
EMPLOYMENT RELATIONS CONSORTIUM**

Membership: 07/01/06 through 06/30/07

TOTAL AMOUNT DUE: \$2,500.00

If paid after August 1, 2006 amount due is \$2,600.00

(Includes \$100.00 late fee)

JUNE 27, 2006

HUMAN RESOURCES

TOPIC: ACADEMIC RATIFICATION OF EQUIVALENCY REQUESTS

TO THE BOARD OF TRUSTEES:

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

Fiscal impact: none

RECOMMENDATION:

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

REFERENCE FOR AGENDA: YES

Signed W. S. [Signature]
Director of Human Resources

TRANSMITTED TO THE BOARD WITH A FAVORABLE RECOMMENDATION.

Signed [Signature]
Superintendent/President

ACTION TAKEN BY THE BOARD:

MOTION _____

SECOND _____

Ayes ___ Noes ___

INFORMATION ONLY _____

EQUIVALENCY REQUESTS

June 27, 2006

SUBJECT

EQUIVALENCY

MATHEMATICS

Meets equivalent qualifications for Item 9B of the equivalency policy: B.S. in biophysics is equivalent to a B.S. in math; sufficient math course work in the Ph.D. in bioinformatics includes 22 units math and math-related courses is equivalent to a master's degree in math.

HUMAN RESOURCES

JUNE 27, 2006

TOPIC: ONLINE COLLECTIVE BARGAINING DATABASE

TO THE SUPERINTENDENT/PRESIDENT:

The district desires to renew its subscription to the Community College League's Online Collective Bargaining Database for the 2006-2007 academic year.

Fiscal impact: Budgeted item

RECOMMENDATION:

It is recommended the Board of Trustees approve payment for the subscription to the Community College League's Online Collective Bargaining Database for the 2006-2007 academic year at a cost of \$2500.

REFERENCE FOR AGENDA: YES

Signed: W. SCHKIN
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 _____

COMMUNITY COLLEGE LEAGUE OF CALIFORNIA
2017 O STREET
SACRAMENTO, CA 95814

**ONLINE COLLECTIVE BARGAINING DATABASE
I N V O I C E**

TO: Linda Cera
Human Resources Administrative Assistant
Victor Valley Community College District
18422 Bear Valley Rd.
Victorville, CA 92392-5849

5/30/06

Description	Total
California Community College Online Collective Bargaining Database	
Subscription from July 1, 2006 – June 30, 2007	\$2,500

Please make check or warrant payable to the Community College League of California
and send with one copy of this invoice to the address above.

INSTRUCTION

JUNE 27, 2006

TOPIC: AGREEMENT - CHILD DEVELOPMENT SERVICES CPKR-5529

TO THE SUPERINTENDENT/PRESIDENT:

The district desires to enter into an agreement with the California Department of Education for Child Development Services for the 2005-2006 fiscal year for Pre-Kindergarten Child Care Resource Program funds. The total amount to be paid on this agreement is \$5,014.

Fiscal Impact: to the District \$5,014.

RECOMMENDATION:

It is recommended that the Board of Trustees adopt a resolution to approve the agreement with the California Department of Education for Child Development Services contract #CPKR-5529 per the terms and conditions contained therein.

REFERENCE FOR AGENDA: Yes

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

TRANSMITTED TO THE BOARD WITH A FAVORABLE RECOMMENDATION:

Signed [Signature]
Superintendent/President

ACTION TAKEN BY THE BOARD:

MOTION _____

SECOND _____

Ayes _____ Noes _____

INFORMATION ONLY _____

RESOLUTION

BE IT RESOLVED, that the governing board of Victor Valley Community College District authorizes entering into local agreement number CPKR-5529 and that the person who is listed below is authorized to sign the transaction for the Governing Board.

Name Title

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

Signature _____

PASSED AND ADOPTED THIS 27th day of June, 2006, by the Governing Board of the Victor Valley Community College District of San Bernardino County, California.

I, _____, Clerk of the Governing Board of the Victor Valley Community College District, of San Bernardino County, California, certify that the foregoing is a full, true and correct copy of a resolution adopted by the said Board at a regular meeting thereof held at a regular public place of meeting and the resolution is on file in the office of said board.

Clerk's Signature

Date



JACK O'CONNELL
 State Superintendent of
 Public Instruction
 PHONE: (916) 319-0800

CALIFORNIA
 DEPARTMENT OF
 EDUCATION

RECEIVED
 APR 26 2006

1430 N STREET
 SACRAMENTO, CA
 95814-5901

**Attention: EXECUTIVE DIRECTORS,
 CHILD DEVELOPMENT PROGRAMS**

**2005/2006 CHILD DEVELOPMENT
 CONTRACT**

**DO NOT REMOVE ANY PAGES STAPLED TO
 THE CONTRACT FACESHEET**

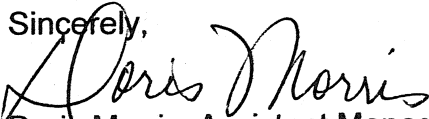
1. X Submitted for your approval are two (2) copies of the 2005/2006 contract. Please **SIGN** both copies and insert the current **MAILING ADDRESS** in the **Contractor's signature box**, and **RETURN BOTH COPIES** of the contract to the Contracts Office. When final approval is obtained, an approved copy will be mailed to you.

THE 2005/2006 FUNDING TERMS AND CONDITIONS (FT&Cs) are available on the Internet at <http://www/cde.ca.gov/fg/aa/cd/>.

2. X Please attach two (2) copies (with at least one set of original signatures) of a resolution by the local governing body which approves the contract and names the official who is authorized to sign it on their behalf. (A sample for your use is attached.) County Superintendents of Schools who find exception with the resolution requirement should contact Dawn Odekirk at (916) 445-6826 or by e-mail at dodekirk@cde.ca.gov.

3. Enclosed for your records is one fully executed copy of the contract.

4. X Other: **PLEASE COMPLETE ITEM 3.B, ENTITLED, " PLACE OF PERFORMANCE", SIGN AND RETURN THE ENCLOSED Federal Certification Form [CO.8 (Rev. 4/05)]** which includes the Drug-Free Workplace, Lobbying, Debarment, Suspension Certification.

Sincerely,

 Doris Morris, Assistant Manager
 Contracts Office
 (916) 322-3050

Dm:do

Enclosures

PLEASE RETURN ALL COPIES TO:

**ATTENTION: Contracts Office
 California Department of Education
 1430 "N" Street, Suite #2213
 Sacramento, CA 95814-5901**



CALIFORNIA DEPARTMENT OF EDUCATION

1430 N Street

Sacramento, CA 95814-5901

F.Y. 05 - 06

DATE: January 01, 2006

CONTRACT NUMBER: CPKR-5529

PROGRAM TYPE: PRE-KINDERGARTEN
RESOURCE CONTRACTS

PROJECT NUMBER: 36-6792-00-5

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

CONTRACTOR'S NAME: VICTOR VALLEY COMMUNITY COLLEGE DISTRICT

By signing this contract and returning it to the State, you are agreeing to use the funds identified below to improve prekindergarten program quality in accordance with Exhibit B, PROGRAM REQUIREMENTS FOR PREKINDERGARTEN CHILD CARE RESOURCE PROGRAM (available online at <http://www.cde.ca.gov/fg/aa/cd/>), which by this reference are incorporated into this contract. The contractor's signature also certifies compliance with "Standard Provisions for State Contracts", (Exhibit A) which by this reference is incorporated herein.

These funds shall not be used for any purpose considered nonreimbursable pursuant to the 2005/06 Program Requirements for Prekindergarten Child Care Resource Program, the current Child Care and Development Fund Funding Terms and Conditions (FT&Cs) and Title 5, California Code of Regulations.

Funding of this contract is contingent upon appropriation and availability of funds. This contract may be terminated immediately by the State if funds are not appropriated or available in amounts sufficient to fund the State's obligations under this contract. This contract is effective from January 01, 2006 through June 30, 2006. The total amount payable pursuant to this agreement shall not exceed \$5,014.00.

Expenditures of these funds shall be reported to the Child Development Fiscal Services Division (CDFS) on Form CDFS 9529 no later than July 20, 2006. For non-local educational agencies, expenditures for the period June 1, 2006 through June 30, 2006 shall be included in their 2005/06 audit due November 15, 2006 or earlier if specified by the CDE. The audits for School Districts and County Offices shall be submitted in accordance with Education Code Section 41020.

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

Exhibit A, Standard Provisions for State Contracts attached.

STATE OF CALIFORNIA		CONTRACTOR			
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)			
PRINTED NAME OF PERSON SIGNING Sharon Taylor		PRINTED NAME AND TITLE OF PERSON SIGNING			
TITLE Manager-Contracts CD+NS Fiscal Svcs		ADDRESS			
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 5,014	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE Federal		Department of General Services use only
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0	(OPTIONAL USE) 0656 FC# 93.575 PC# 000174 14773-6792				
TOTAL AMOUNT ENCUMBERED TO DATE \$ 5,014	ITEM 30.10.020.901 6100-196-0001	CHAPTER 038	STATUTE 2005	FISCAL YEAR 2005-2006	
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5035 Rev-8290				
	I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.	
SIGNATURE OF ACCOUNTING OFFICER			DATE		

STANDARD PROVISIONS FOR STATE CONTRACTS

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

Contractor Certification Clauses

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

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

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

2. **DRUG-FREE WORKPLACE CERTIFICATION:** By signing this contract, the contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed contract will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the contract.

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

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

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

5. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

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

EXHIBIT B

**PROGRAM REQUIREMENTS FOR
PREKINDERGARTEN CHILD CARE RESOURCE
PROGRAM**

January 1, 2006 through June 30, 2006

March 2006

**PROGRAM REQUIREMENTS
PREKINDERGARTEN CHILD CARE RESOURCE PROGRAM**

The intent of this resource contract award is to improve prekindergarten program quality and to allow for contractor flexibility in the expenditure of the funds. This resource award is for one-time only expenditures that will benefit and enhance prekindergarten quality child care.

The following program requirements are provided to assist the designated legal entity in meeting the legislative intent. Each contractor is required, as a condition of its contract with the California Department of Education (CDE), Child Development Division (CDD), to adhere to these requirements and Title 5 regulations pertaining to Child Development Programs, in addition to all other applicable laws and regulations. Any variance from these requirements, the applicable Title 5 regulations, laws and regulations could be considered a noncompliance issue and subject the contractor to possible termination of the contract.

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

This contract is made possible from funds identified in the State Budget Act of 2005-06.

I. GENERAL PROVISIONS

A. Notification of Address Change

Contractors shall notify CDD in writing of any change in their mailing address for communication regarding the contract (administrative address) within ten (10) calendar days of the address change. For non-public agencies, the notification must be accompanied with board minutes verifying the change in address, and a copy of the address change notification to the Internal Revenue Service.

Contractors shall notify CDD in writing of any proposed change in operating facility address(es) at least thirty (30) calendar days in advance of the change unless such change is required due to a natural disaster or emergency such as a fire, flood or earthquake.

B. Issuance and Use of Checks

Except for external payroll services, private contractors shall not use any pre-signed, pre-authorized, or pre-stamped checks without the prior written approval of CDD.

Private contractors shall require two (2) authorized signatures on all checks unless: (1) the contractor has a policy approved by its governing board requiring dual signatures only on checks above a specified dollar amount; and (2) the annual audit verifies that appropriate internal controls are maintained.

C. Prohibition Against Loans and Advances

Contractors shall not loan contract funds to individuals, corporations, organizations, public agencies or private agencies. Contractors shall not advance unearned salary to employees. Contractors shall not make advance payments to subcontractors and shall compensate subcontractors after services are rendered or goods are received.

D. Materials Developed with Contract Funds

If the contractor receives income from materials developed with contract funds, the use of the income shall be restricted to the child development program. If the materials were developed in part with contract funds, the income from the sale of the materials that shall be used in the child development program shall be computed in direct proportion to the share of contract funds used in development of the materials.

Materials developed with contract funds shall contain an acknowledgement of the use of State funds in the development of materials and a disclaimer that the contents do not necessarily reflect the position or policy of the CDE.

E. Contractor's Termination for Convenience

1. General Termination for Convenience

A contractor may terminate the contract for any reason during the contract term. The contractor shall notify CDD of its intent to terminate the contract at least ninety (90) calendar days prior to the date the contractor intends to terminate the contract.

Within fifteen (15) days from the date the contractor notifies CDD of its intent to terminate, the contractor shall submit a current inventory of equipment purchased in whole or in part with contract funds.

Upon receipt of a notice of intent to terminate, CDD will transfer the program to another agency as soon as practicable.

The State shall only be obligated to compensate the contractor for net reimbursable program costs in accordance with this contract through the date of termination. There shall be no other compensation to the contractor. The State shall offset any monies the contractor owes the State against any monies the State owes under this contract.

2. Changes in Laws or Regulations

CDD shall notify contractors in writing of changes in laws or regulations prior to the effective date or as soon as possible after enactment. If any laws or regulations are changed substantially during the contract period, the contractor shall have the option to discontinue performance and be relieved of all obligations for further performance.

The contractor has thirty (30) calendar days from receipt of notification of pending changes to notify CDD in writing of the contractor's intent to terminate if the required changes are unacceptable to the contractor. The contract shall be deemed terminated sixty (60) calendar days after receipt of the notification of the intent to terminate.

F. Applicability of Corporations Code

Except for partnerships and sole proprietorships, private contractors shall be subject to all applicable sections of the Corporations Code including standards of conduct and management of the organization.

G. Conflicts of Interest

For any transaction to which the contractor is a party and the other party is: (1) an officer or employee of the contractor or of an organization having financial interest in the contractor; or (2) a partner or controlling stockholder or an organization having a financial interest in the contractor; or (3) a family member of a person having a financial interest in the contractor, the transaction(s) shall be fair and reasonable and conducted at arm's length.

Based on corporate law (Corporations Code, Sections 310, 5233-5234, 7233 and 9243 as applicable) the general rules that would be followed to ensure that transactions are conducted "at arm's length" include: (1) prior to consummating the transaction, the governing body should authorize or approve the transaction

in good faith and the board should require the interested party, or parties, to make full disclosure to the board both in writing and during the board meeting where the transaction is being discussed; and (2) all parties having a financial interest in the transaction should refrain from voting on the transaction and it should be so noted in the board minutes.

If the transaction involves the renting of property, either land or buildings, owned by affiliated organizations, officers or other key personnel of the contractor or their families, the board of directors shall request the interested party to obtain a "fair market rental estimate" from an independent appraiser. If the contractor has no board or is a sole proprietor, the requirement for a "fair market rental estimate" shall also apply. The contractor has the burden of supporting the reasonableness of rental costs. If the property is owned by the contractor, rental costs are not reimbursable and costs may be claimed only as depreciation or use allowance. Any transaction described in this paragraph shall be disclosed by the auditor in the notes to the financial statement in the annual audit.

Rental costs for equipment owned by affiliated organizations, officers or other key personnel of the contractor or their families are allowable only as use or depreciation allowance.

H. Americans with Disabilities Act

By signing this contract, the contractor assures CDE that it shall comply with the Americans with Disabilities Act (ADA) of 1990 (42 USC, Section 12101 et seq.) as well as all applicable federal and state laws and regulations, guidelines and interpretations issued thereto.

I. Air or Water Pollution Violations (Government Code, Section 4477)

By signing this agreement, the contractor swears under penalty of perjury that the contractor is not: (1) in violation of any order or resolution not subject to review promulgated by the California Air Resources Board or an air pollution control district; (2) subject to a cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

J. Recycled Paper Certification (Public Contract Code, Sections 10308.5 and 10354)

The contractor agrees to certify in writing to CDE, under penalty of perjury, the minimum, if not exact, percentage of recycled content, both post-consumer material and secondary material as defined in Public Contract Code, Sections 12161 and 12200, in materials, goods or supplies offered or products used in

the performance of the contract, regardless of whether the product meets the required recycled product percentage as defined in Sections 12161 and 12200. The contractor may certify that the product contains zero recycled content.

K. Child Support Compliance (Public Contract Code, Section 7110)

For any agreements in excess of \$100,000, the contractor acknowledges that (1) it recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement including, but not limited to, disclosure of information and compliance with earnings assignment orders as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and (2) to the best of its knowledge it is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

L. Unlawful Denial of Services (Government Code, Section 11135)

1. No person in the State of California shall, on the basis of ethnic group identification, religion, age, sex, color, or disability, be unlawfully denied the benefits of, or be unlawfully subjected to discrimination under, any program or activity that is funded directly by the state or receives any financial assistance from the State.
2. With respect to discrimination on the basis of disability, programs and activities subject to subdivision (a) shall meet the protections and prohibitions contained in Section 202 of the Americans with Disabilities Act (ADA) of 1990 (42 USC, Section 12132), and the federal rules and regulations adopted in implementation thereof, except that if the laws of this state prescribe stronger protections and prohibitions, the programs and activities subject to subdivision (a) shall be subject to the stronger protections and prohibitions.

As used in this section, "disability" means any mental or physical disability as defined in Government Code Section 12926.

M. Computer Software Copyright Compliance

By signing this agreement, the contractor certifies that it has appropriate systems and controls in place to ensure that state (General) funds or federal funds will not be used in the performance of this contract for the acquisition, operation or maintenance of computer software in violation of copyright laws.

N. Priority Hiring Considerations

If the contract includes services in excess of \$200,000, the contractor shall give priority consideration in filling vacancies in positions funded by the contract to qualify recipients of aid under the Welfare and Institutions Code Section 11200 in accordance with Public Contract Code 10353.

O. Labor Code/Workers' Compensation

Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, the Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

P. Corporate Qualifications to do Business in California

1. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled
2. "Doing business" is defined in Revenue and Taxation Code (R&TC) Section 23101 as actively engaging in any transaction for the purposes of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
3. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

Q. Equipment Bidding and Approval Requirements

All equipment purchases in excess of seven thousand five hundred dollars (\$7,500) per item (including tax) shall be approved in writing in advance by the CDD. In determining if an equipment purchase exceeds the threshold, all expenses associated with a purchase that are necessary for it to perform the intended purpose should be included in calculating the purchase cost. Example: A computer system could include but is not limited to individual items such as a central processing unit (CPU), computer monitor, computer stand, modems, disk drives, software, printer, etc. or hardware and software to install a local area network (LAN) system; and

For private agencies, all equipment purchases exceeding five thousand dollars (\$5,000) per item (including tax) will not be approved unless at least three (3) bids or estimates have been obtained. The contractor shall purchase goods or services from the lowest responsible bidder. If three (3) bids or estimates cannot be obtained, the contractor shall provide adequate documentation of the reason(s) why three (3) bids or estimates could not be obtained (e.g., emergency situations).

Public agencies shall comply with applicable sections of the Public Contract Code. Bids, if applicable, shall be attached to the Request for Approval of Equipment (CD-2703) when submitted to the CDD for approval. One copy of the Request shall be retained by the CDD and one copy returned to the contractor approved or disapproved within thirty (30) calendar days of receipt. If the request for approval of an equipment purchase is disapproved, the contractor may appeal the decision in accordance with instructions specified in the Resource and Referral Funding Terms and Conditions, Section X., Resolution of Contract Administration Disputes.

R. Equipment Inventory

Property records must be maintained that include a description of the equipment, serial number or other identification number, the source of the equipment, the acquisition date, the cost of the equipment, the location, use and condition of the equipment and any ultimate disposition date including date of disposal and sale price if applicable. A physical inventory of equipment must be taken at least every two years and reconciled with property records. A control system must be developed to ensure adequate safeguards to prevent loss, damage or theft (any loss, damage or theft must be investigated) and adequate maintenance procedures must be developed to keep the equipment in good condition.

S. Title, Use, Disposition and Retention of Equipment

1. Title. When equipment is purchased with State funds, title shall vest in the contractor only for such period of time as the contractor has a contract with the CDE.
2. Retention of Equipment. The CDD may provide written authorization for the contractor to retain the equipment for the contractor's own use if a fair compensation is paid to the State for the State's share of the cost of the equipment. Fair compensation shall be determined by the State using the State's share of original acquisition cost, less depreciation, computed on a straight-line method over the estimated useful life expectancy of the equipment.

3. Use. When equipment is purchased in whole or in part with State funds, the contractor shall use the equipment exclusively in the program(s) from which funds were used to purchase the equipment. If the contractor wishes to share the use of the equipment between/among two (2) or more programs, the cost of such equipment shall be prorated between/among the programs.
4. Disposition. The contractor may dispose of obsolete equipment and remove the asset at its recorded value. If the sale of equipments originally purchased with State funds occurs, the proceeds from the sale of the equipment must be returned to the program. If the contractor no longer has a contract with the CDE, the contractor shall dispose of the equipment in accordance with written directions from the CDE/CDD.

II. AGENCY RESPONSIBILITIES

A. Use of Funds

These prekindergarten resource contract funds must be used for the benefit of prekindergarten children ages three to five years, and to enhance program quality for prekindergarten child care and development programs. Agencies operating or sponsoring multiple prekindergarten child care service locations must expend the resource contract funds to provide benefit to all service locations proportionate with the numbers of subsidized prekindergarten children served at each location.

1. The contract funds may be used to:
 - a. Purchase special, age-appropriate instructional materials, books and equipment to improve prekindergarten program quality.
 - b. Staff development and training activities to enhance the quality of preschool curriculum and instruction.
 - c. Minor renovations and repair to the prekindergarten service area and/or to comply with ADA and/or health and safety standards.
2. The contract funds may not be used to pay for:
 - a. The direct provision of child care services.
 - b. Construction of a facility to meet basic licensing requirements.
 - c. Purchase or improvement of land.
 - d. Lease or rent payments.
 - e. Salaries or benefits.

B. Reporting Requirements

The resource grant funds are one-time only funds that must be expended after January 1, 2006, and prior to June 30, 2006. A report of expenditures is due to California Department of Education, Child Development Fiscal Services, upon full expenditure of the funds or no later than July 20, 2006. The expenditure report must be made in the format provided for this contract which is Form CDFS 9529 available on-line at:

www.cde.ca.gov/fg/aa/cd/documents/cdfs952905.doc.

Please complete and submit this form directly to your assigned fiscal analyst at the following address:

California Department of Education
Child Development Fiscal Services
1430 N Street, Suite 2213
Sacramento, CA 95814

C. Reimbursement Costs

Reimbursable costs must be incurred during the contract period. Contractors shall not use current year contract funds to pay prior or future year obligations.

Nonreimbursable costs will be determined in accordance with the current Resource and Referral Funding Terms and Conditions, Section V.F., "Nonreimbursable Costs."

Program Requirement questions regarding the Prekindergarten Child Care Resource award may be addressed to Sy Dang Nguyen, Quality Improvement and Capacity Building Unit, at (916) 323-1309.

RESOLUTION

This resolution must be adopted in order to certify the approval of the Governing Board to enter into this transaction with the California Department of Education for the purpose of providing child care and development services and to authorize the designated personnel to sign contract documents for Fiscal Year 2005/06.

RESOLUTION

BE IT RESOLVED that the Governing Board of _____

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

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

PASSED AND ADOPTED THIS _____ **day of** _____ **2005/06, by the**
Governing Board of _____
of _____ **County, California.**

I, _____, Clerk of the Governing Board of
_____, of _____, County,

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

(Clerk's signature)

(Date)

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

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

1. LOBBYING

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

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

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

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

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

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

A. The applicant certifies that it and its principals:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

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

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

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

ENVIRONMENTAL TOBACCO SMOKE ACT

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

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

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

NAME OF APPLICANT	CONTRACT #
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
SIGNATURE	DATE

INSTRUCTION

JUNE 27, 2006

TOPIC: AGREEMENT (AMENDED) -CHILD DEVELOPMENT SERVICES #CCAP-4257

TO THE SUPERINTENDENT/PRESIDENT:

The district desires to enter into an amended agreement (Amendment 01) with the California Department of Education for Child Development Services for the 2005-2006 fiscal year. The Maximum Reimbursable Amount (MRA) payable pursuant to the provisions of this agreement shall be amended by deleting reference to \$4,746.00 and inserting \$11,448.00 in place thereof.

Fiscal Impact: Additional \$6,702.00 to the District.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the amended agreement (Amendment 01) with the California Department of Education for Child Development Services contract #CCAP-4257 per the terms and conditions contained therein.

REFERENCE FOR AGENDA: Yes

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

TRANSMITTED TO THE BOARD WITH A FAVORABLE RECOMMENDATION:

Signed *R. Rystowsky*
Superintendent/President

ACTION TAKEN BY THE BOARD:

MOTION _____

SECOND _____

Ayes _____ Noes _____

INFORMATION ONLY _____

11/21



CALIFORNIA
DEPARTMENT OF
EDUCATION

1430 N STREET
SACRAMENTO, CA
95814-5901

JACK O'CONNELL

State Superintendent of
Public Instruction

PHONE: (916) 319-0800

**Attention: EXECUTIVE DIRECTORS,
CHILD DEVELOPMENT PROGRAMS**

**2005/2006 CHILD DEVELOPMENT
CONTRACT/AMENDMENT**

DO NOT REMOVE ANY PAGES STAPLED TO THE CONTRACT FACESHEET

1. X Submitted for your approval are two (2) copies of the 2005/2006 contract/amendment. Please **SIGN** both copies and insert the current **MAILING ADDRESS** in the **Contractor's signature box**, and **RETURN BOTH COPIES** of the contract to the Contracts Office. When final approval is obtained, an approved copy will be mailed to you.

2. ___ Please attach two (2) copies (with at least one set of original signatures) of a resolution by the local governing body which approves the contract and names the official who is authorized to sign it on their behalf. (A sample for your use is attached.) County Superintendents of Schools who find exception with the resolution requirement should contact Sandy Shongood at (916) 323-5890 or by e-mail at shongood@cde.ca.gov.

3. ___ Enclosed for your records is one fully executed copy of the contract.

Sincerely,


Doris Morris, Assistant Manager
Contracts Office
(916) 322-3050

Dm:ss
Enclosures

PLEASE RETURN ALL COPIES TO:

**ATTENTION: Contracts Office
California Department of Education
1430 "N" Street, Suite #2213
Sacramento, CA 95814-5901**



CALIFORNIA DEPARTMENT OF EDUCATION
 1430 N Street
 Sacramento, CA 95814-5901

F. Y. 04-05 thru 05-06

Amendment 01

DATE: May 16, 2005

CONTRACT NUMBER: CCAP-4257

PROGRAM TYPE: CCDF CAPACITY PROJECT

PROJECT NUMBER: 36-6792-00-4

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES
 INCREASE/Program Requirement Change

CONTRACTOR'S NAME: VICTOR VALLEY COMMUNITY COLLEGE DISTRICT

This agreement with the State of California dated May 16, 2005 designated as number CCAP-4257 shall be amended in the following particulars but no others:

The Maximum Reimbursable Amount (MRA) payable pursuant to the provisions of this agreement shall be amended by deleting reference to \$4,746.00 and inserting \$11,448.00 in place thereof.

The Program Requirements For Infant Toddler Child Care Resource Program shall be amended in accordance with the attachment marked EXHIBIT B which by this reference is incorporated into this agreement.

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

STATE OF CALIFORNIA		CONTRACTOR			
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)			
PRINTED NAME OF PERSON SIGNING Sharon Taylor		PRINTED NAME AND TITLE OF PERSON SIGNING			
TITLE Manager-Contracts CD+NS Fiscal Svcs		ADDRESS			
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 6,702 PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 4,746 TOTAL AMOUNT ENCUMBERED TO DATE \$ 11,448	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE		
	(OPTIONAL USE) See Attached				
	ITEM See Attached	CHAPTER	STATUTE	FISCAL YEAR	
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702				
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.		
SIGNATURE OF ACCOUNTING OFFICER		DATE			

Department of General Services
use only

116

CONTRACTOR'S NAME: VICTOR VALLEY COMMUNITY COLLEGE DISTRICT

CONTRACT NUMBER: CCAP-4257

Amendment 01

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 0	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE Federal	
PRIOR AMOUNT ENCUMBERED \$ 4,746	(OPTIONAL USE)0656 13942-6792	FC# 93.575	PC# 000172	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 4,746	ITEM 30.10.020.901 6100-196-0001	CHAPTER 208	STATUTE 2004	FISCAL YEAR 2004-2005
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5095 Rev-8290			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 6,702	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE Federal	
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 13942-6792	FC# 93.575	PC# 000172	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 6,702	ITEM 30.10.020.901 6100-196-0890	CHAPTER 038	STATUTE 2005	FISCAL YEAR 2005-2006
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5095 Rev-8290			

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

**CHILD CARE AND DEVELOPMENT
2005/06 LANGUAGE CHANGES TO
PROGRAM REQUIREMENTS FOR INFANT AND TODDLER CHILD CARE
RESOURCE PROGRAM
CCAP**

May 16, 2005 through June 30, 2006

These changes should be added to the current program requirements. (Note: The internet version of these program requirements for CCAP referenced school-age instead of infant-toddler. The amendments below correcting the school-age program type and age limit is addressing that error. However, the program requirements that were attached to your contract reference the correct program type name.

Amend the first paragraph (p. 1) to read:

The intent of this resource contract award is to improve the quality and availability of care and to allow the contractor flexibility in the expenditure of the funds for one-time items that primarily benefit the infant-toddler school-age child care services program.

Delete subtitle N. Union Organizing and Activities, under General Provisions Section, (p.6):

~~Union Organizing and Activities~~

~~For all contracts, except fixed price contracts of \$50,000 or less, the contractor acknowledges that:~~

~~By signing this agreement the contractor hereby acknowledges the applicability of Government Code Section 16645 through Section 16649 to this agreement and agrees to the following:~~

- ~~1. Contractor will not assist, promote or deter union organizing by employees performing work on a state service contract, including a public works contract.~~
- ~~2. No state funds received under this agreement will be used to assist, promote or deter union organizing.~~
- ~~3. Contractor will not, for any business conducted under this agreement, use any state property to hold meeting with employees or supervisors if the purposes of such meetings is to assist, promote or deter union organizing, unless the state property is equally available to the general public for holding meetings.~~

4. ~~If the contractor incurs costs or makes expenditures to assist, promote or deter union organizing, the contractor will maintain records sufficient to show that no reimbursement from state funds has been sought for these costs, and that contractor shall provide these records to the Attorney General upon request. Contractor by signing this agreement hereby acknowledges the applicability to this agreement of Government Code Section 16645 through Section 16649.~~

Add the following subtitles to the General Provision section:

N. Priority Hiring Considerations

If the Contract includes services in excess of \$200,000, the contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions code Section 11200 in accordance with Public Contract Code #10353.

Amend Section II.A. Agency Responsibilities, Use of funds as follows:

A. Use of Funds

These infant-toddler school-age resource contract funds must be used for the benefit of school children ages birth to three ~~five to 13~~ years. Agencies operating or sponsoring multiple infant and toddler school child care service locations must expend the resource contract funds to provide benefit to all service locations proportionate with the numbers of subsidized infant-toddler school-age children served at each location.

A.

1. The contract funds may be used to:
 - a. Purchase equipment and materials for the infant-toddler school-age program.
 - b. Expand recruitment and outreach efforts to enroll additional infant-toddler school-age children.
 - c. Provide staff development and training for staff working with infant-toddler school-age children ages birth to three ~~five to 13~~ years.
 - d. Make minor renovations and repair to the infant-toddler school-age service area.
2. The contract funds may not be used to pay for:
 - a. The direct provision of child care services.
 - b. Construction of a facility to meet basic licensing requirements.
 - c. Purchase or improvement of land.
 - d. Lease or rent payments.
 - e. Salaries or benefits or indirect or administration costs.

Question regarding the appropriateness of a proposed expenditure may be addressed to Jane Maxwell, Child Development Consultant, at (916) 323-4905
Linda Rivera, Child Development Consultant, at 916-323-3024.

STUDENT SERVICES

JUNE 27, 2006

TOPIC: OUT OF STATE TRAVEL – ROBBIE RICHARDS

TO THE SUPERINTENDENT/PRESIDENT:

Approval is requested for Robbie Richards to travel to Tulsa, OK to attend the 2006 WAVES Conference (Western Association Veterans Education Specialists) held July 9 – 13, 2006.

Fiscal Impact: Budgeted Item. Not to exceed \$1415.44

RECOMMENDATION:

It is recommended that the Board of Trustees approve out-of-state travel for Robbie Richards.

REFERENCE FOR AGENDA: YES

Signed: Willard Furr
Vice President, Student Services

TRANSMITTED TO THE BOARD WITH A FAVORABLE RECOMMENDATION:

Signed: Robbie Richards
Superintendent/President

ACTION TAKEN BY THE BOARD:

MOTION _____

SECOND _____

Ayes ____ Noes ____

INFORMATION ONLY _____

Victor Valley Community College Travel Authorization/Reimbursement Form

Name of Attendee: Robbie Richards
 Name of Conference/Workshop: 2006 WAVES Conference (Western Assoc. Veterans Education Specialists)
 Location of Conference/Workshop: Tulsa, OK
 Date(s) of Conference/Workshop: 7/9/06 - 7/13/06

Travel Authorization/Funding Request

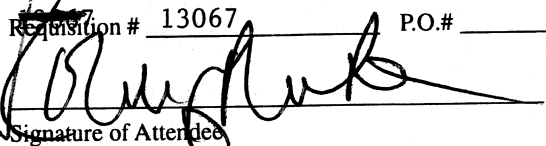
Estimated Cost of Attendance

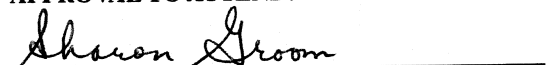
Meals (\$35 per day max) \$ 210.00
 Mileage 95 @ \$ 43.5 per mile: 41.32
 (call Fiscal Services for \$ per mile) YES NO
 Transportation (plane, train, bus): To be prepaid? 600.00
 Registration: To be prepaid? 135.00
 Lodging/Hotel: To be prepaid? 404.12
 Other: membership fee To be prepaid? 25.00
TOTAL ESTIMATED COST OF TRAVEL: \$ 1415.44

NOTES:


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

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

Requestion # 13067 P.O.# _____

 Signature of Attendee _____ Date 5-2-06

APPROVAL TO ATTEND:

 Signature of Supervisor (staff) or Dean, Learning Systems (faculty) _____ Date 5-03-06

Please Indicate Budget Approval


 Budget Account Manager Signature _____ Date 5-03-06
 01-00-30-6480-00-5202 1415.44
 Department Budget Account # (12 digits) \$ Approved

 Faculty Travel Date Faculty Travel # \$ Approved

 Staff Development Date Staff Dev # \$ Approved

Processing Instructions - Travel Authorization/Funding Phase

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

White, green: Fiscal Services; Pink, goldenrod: Requestor;

Reimbursement Request/ Statement of Expenses

To be submitted within 90 days after travel

(see 'Guidelines' on reverse side)

Transportation

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

Lodging Total: \$ _____

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

Date	Brkfst	Lunch	Dinner	#People	\$

Other: _____

Sub-total of expenses: _____

LESS AMOUNT PREPAID BY DISTRICT: _____

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

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

Employee Signature _____ Date _____

Fiscal Services Approval _____ Date _____

Processing Instructions - Reimbursement Request Phase

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

STUDENT SERVICES

JUNE 27, 2006

TOPIC: AGREEMENT, ALLAN BARBISH AUDIO SYSTEMS

TO THE SUPERINTENDENT/PRESIDENT:

The district desires to enter into an agreement with Allan Barbish Audio Systems to provide the following services for the June 9, 2006 graduation ceremonies:

- complete sound system (includes setup, run and technician) for both graduation ceremonies.
- Video shoot with operators (includes technicians, screen and projector)

Fiscal Impact: Budgeted item, \$6,000 from graduation budget.

RECOMMENDATION:

It is recommended that the Board of Trustees approve/ratify the agreement with Allan Barbish Audio Systems.

REFERENCE FOR AGENDA: YES

Signed: William D. Smith
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 _____

Po# 83789

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

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

Allan Barbish 554-27-1932
CONSULTANT SOCIAL SECURITY NUMBER
20120 Waco Rd. Apple Valley CA 92308
MAILING ADDRESS CITY STATE ZIP

hereinafter referred to as CONSULTANT.

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

- A. Services shall begin on June 9, 2006 and shall be completed on or before June 9, 2006
- B. CONSULTANT understands and agrees that he and all of his employees are not employees of the DISTRICT and are not entitled to benefits to which employees are normally entitled, including State Unemployment Compensation or Workers' Compensation. CONSULTANT shall assume full responsibility for payment of all federal, state and local taxes or contributions including Unemployment, and Income Taxes with respect to CONSULTANT'S employees.
- C. CONSULTANT shall furnish, at his own expense, all labor, materials, equipment, and other items necessary to carry out the terms of this Agreement.
- D. In the performance of the work herein contemplated, CONSULTANT is an independent contractor, with the authority to control and direct the performance of the details of the work, DISTRICT being interested only in the results obtained.
- E. CONSULTANT agrees to defend, indemnify and hold harmless the DISTRICT, its Board of Trustees, employees and agents from any and all liability or loss arising in any way out of CONSULTANT'S negligence in the performance of this Agreement, including, but not limited to any claim due to injury and/or damage sustained by CONSULTANT, and/or the CONSULTANT'S employees or agents.
DISTRICT agrees to defend, indemnify and hold harmless the CONSULTANT, its employees and agents from any and all liability or loss arising in any way out of the negligence of the DISTRICT, its employees or agents, including, but not limited to any claim due to injury and/or damage sustained by DISTRICT, and/or DISTRICT'S employees or agents.
- F. Services to be rendered to the DISTRICT by the CONSULTANT are as follows:

Provide complete sound system (includes setup, run and technician) for two ceremonies.
Video shoot w/operators (includes technicians, screen and projector)
Amount not to exceed \$6,000 (\$3,000 per ceremony)
- G. Neither party shall assign or delegate any part of this Agreement without the written consent of the other party.
- H. The work completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT'S general right of inspection and supervision to secure the satisfactory completion thereof. CONSULTANT agrees to comply with all Federal, State Municipal, and District laws, rules, and regulations that are now, or may in the future become applicable to CONSULTANT, CONSULTANT'S business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

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

- Total contract amount to be paid by June 9, 2006
Date
- \$ _____ to be paid monthly as progress payments, beginning _____
Date
- Payment (s) as requested, by ~~the DISTRICT~~ personal invoices.

J. This agreement may be terminated by either party notifying the other, in writing, at least 30 days prior to the date of termination.

FOR THE DISTRICT: <u>Willard Clark Lewallen</u> Requesting Department Authorization	FOR THE CONSULTANT: <u>[Signature]</u> Signature
<u>Willard Clark Lewallen, Ph.D. 5/17/06</u> Name and Date Area Vice President	<u>5/18/06</u> Date
<u>N/A</u> Date Director of Human Resources	<u>01-00-30-6450-0000-4502</u> Account #

ADMINISTRATIVE SERVICES

JUNE 27, 2006

TOPIC: BID PARTICIPATION - OFFICEMAX

TO THE SUPERINTENDENT/PRESIDENT:

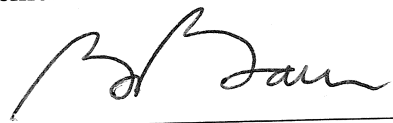
The district wishes to participate in the Master Purchasing Agreement Contract #001260 between the County of Oakland and OfficeMax Contract, Inc. per the "America Saves" program offered by OfficeMax. Participation provides for the purchase of various office supplies and equipment with discounts of up to 85% off list prices, the best overall cost savings for office supplies. This agreement is effective July 1, 2006 through May 31, 2009, and carries a 90 day written termination clause for the district and OfficeMax.

Fiscal Impact: Budgeted Item for 06-07.

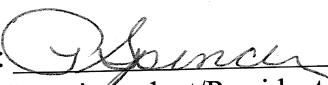
RECOMMENDATION:

It is recommended the Board of Trustees approve district participation in the Master Purchasing Agreement Contract #001260 between the County of Oakland and OfficeMax Contract, Inc. and the "America Saves" program as per the terms of the agreements.

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 _____

Ayes ____ Noes ____



L. BROOKS PATTERSON-COUNTY EXECUTIVE
**OAKLAND COUNTY
PURCHASING DIVISION**

**AGREEMENT GRANTING
OFFICEMAX CONTRACT, INC. PERMISSION TO USE OAKLAND COUNTY'S
MASTER PURCHASING AGREEMENT
IN ITS "AMERICA SAVES" PROGRAM**

PURPOSE:

1. After a competitive bidding and selection process by Oakland County, OfficeMax Contract, Inc. ("Contractor") and the County (County) entered into a Master Purchasing Agreement, Contract Number 001260 (Master Agreement) which provides for the purchase of various office supplies and equipment (the "Products") from Contractor;
2. Contractor desires to extend the same terms, covenants and conditions available to County under the Master Agreement to other government agencies ("Participating Agency") which, in their discretion, desire to make purchases under the Master Agreement according to the terms and conditions stated therein;
3. Contractor desires to use the County as a reference and to identify it as a Party to the Master Agreement when Contractor extends the terms, covenants and conditions of the Master Agreement to Participating Agencies;
4. The County, recognizing the benefits and savings that extended purchasing programs can offer to Participating Agencies, and through them, to the taxpayer, desires to make the Master Agreement available to Participating Agencies to enable Participating Agencies to purchase Products on the same terms, covenants, conditions, and pricing as County, subject to any applicable laws, regulations and ordinances of the State of purchase;

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

1. The County agrees to be identified and named as a Party to the Master Agreement that will be used in Contractor's extended purchasing program, known as "America Saves."
2. The County's role, duties and participation in "America Saves" shall be only as specifically set forth in this section. Contractor shall strictly limit its portrayal of the role of the County as set forth herein. Any representations by Contractor that the County's role exceeds the role described below shall automatically terminate this Agreement.
 - a) The County agrees to place a copy of its Master Agreement with Contractor on the County website.



L. BROOKS PATTERSON-COUNTY EXECUTIVE
OAKLAND COUNTY
PURCHASING DIVISION

- b) The County agrees to place a copy of this Agreement granting Contractor permission to use the Master Agreement in its "America Saves" Program on the County website.
 - c) The County agrees to place information regarding its competitive bidding procedures on the County website.
 - d) The County agrees to include a statement that any other governmental entity which elects to purchase under the Agreement between the County and Contractor may do so without objection by the County.
 - e) The County agrees to identify a County contact on its website. The identified County contact will respond to inquiries about the Agreement between Contractor and the County. The information will include an email address and telephone number. The identified County contact will be instructed to respond to inquiries within a reasonable time, not to exceed 10 business days.
 - f) The County will provide information in the following categories in response to inquiries from other governmental entities:
 - i. The contract execution and expiration dates.
 - ii. The sums expended by the County under the contract.
 - iii. The County procedure for ordering under the contract.
 - iv. A summary of items purchased under the contract.
 - v. Contractor's procedure for delivering items to the County and County's procedures for accepting items.
 - vi. The County's procedure for returning defective or unsatisfactory items to Contractor.
 - vii. The benefits that will accrue to the County if the inquiring entity purchases under the County's Master Agreement.
 - viii. Citations to relevant Michigan statutes and court rules dealing with intergovernmental agreements, purchasing policies, jurisdiction and conflict of laws.
3. In every instance and circumstance in which the Contractor offers for sale or sells any Products to any Participating Agency by or through "America Saves" according to the terms and conditions of the Contract between itself and the Oakland County, it shall:
- a) Sell the various Products to the Participating Agency pursuant to the terms and conditions of the Master Agreement.
 - b) Comply with the relevant laws, regulations and ordinances and respective procurement practices governing the Participating Agency's operation and purchase.
 - c) Comply with the law and venue of the State in which such purchases are made in resolving any disputes between Participating Agency and Contractor which may arise out of use of the County's Master Agreement.
 - d) Advise the Participating Agency that the Master Agreement is not exclusive and that purchases made under this Agreement are at the sole discretion of the Participating Agency.



L. BROOKS PATTERSON-COUNTY EXECUTIVE
**OAKLAND COUNTY
 PURCHASING DIVISION**

- e) Advise the Participating Agency that the County's permission allowing Contractor to use its Master Agreement for "America Saves" is not and should not be construed as an endorsement of any particular item or product available under the Master Agreement.
- f) Advise the Participating Agency that the County's permission allowing Contractor to use its Master Agreement for "America Saves" is not and should not be construed as a warranty that the prices available under the Master Agreement are the lowest prices available.
- g) Advise the Participating Agency that the County assumes no liability, of any sort whatsoever, for any damage, injury or harm of any kind that may arise from use of any Products that the Contractor offers for sale pursuant to the terms and conditions of the Master Agreement and the Participating Agency selects for purchase.
- h) As set forth in the Contract between OfficeMax and the County, OfficeMax will provide the Participating Agency with a **Volume Incentives**, based upon total net annual Net Purchases by Participating Agency:

Annual Net Purchases	Incentive
\$0 to 500,000	.5%
\$500,001 to \$999,999	1%
\$1,000,000 +	2%

- i) As defined in the Contract between OfficeMax and the County, "**Net Purchase**" for purposes of this Section 3 means the aggregate purchases from Contractor of Products under this Agreement, net of (i) returns/cancelled orders, (ii) applicable taxes, (iii) credits, and (iv) shipping/handling fees separately billed.
- j) As set forth in the Contract between OfficeMax and the County, OfficeMax will provide the Participating Agency with an **Electronic Commerce Incentive** of 1% of total Net Purchase volume. To qualify for the Electronic Commerce Incentive, greater than 75% of sales dollars must be processed electronically.
- k) As set forth in the Contract between OfficeMax and the County, OfficeMax will provide the Participating Agency prompt payment terms of 2% additional discount if payment is made within 10 days following receipt or net 30 based on daily billing. This must be paid via Electronic Fund Transfer (EFT). If EFT is not used, then the incentive or discount does not apply.
- l) In addition to the other terms and conditions related to purchases made pursuant to the Contract, OfficeMax will provide the Participating Agency a new account conversion allowance of 5% of the 1st 60 day's sales to new entities that join the "America Saves" program via OfficeMax.
- m) If the Participating Agency spends less than \$50,000 per year, a 5% markup over the "core item" pricing will be applied. This additional fee covers incremental start-up, ongoing management, and maintenance costs for accounts with lower volumes.
- n) Assume all responsibility for notifying potential Participating Agencies that the County's Master Purchase Agreement is available in its "America Saves" program.
- o) Deal directly with the Participating Agency regarding ordering, issuing purchase orders,



L. BROOKS PATTERSON-COUNTY EXECUTIVE
**OAKLAND COUNTY
PURCHASING DIVISION**

- delivery, invoicing, payment and contractual disputes.
- p) Agree to the addition of other acceptable terms and conditions, at the request of the Participating Agency, provided the additional terms and conditions do not conflict with the terms and conditions of the Master Agreement. If the Participating Agency and the Contractor are unable to agree to other terms and conditions requested by the Participating Agency, the Contractor is under no obligation to sell any good or service to the Participating Agency.
 - q) Pay the County an administrative fee as described in Section 11 for performing the work involved to make the Master Agreement available and to permit its use by Participating Agencies.
4. All Contractor's printed and electronic promotional materials for "America Saves" shall carry disclaimers regarding 3(d), (e), (f) and (g) (above).
 5. The County shall have no liability for any costs or damages if the Contractor and the Participating Agency dispute the terms and conditions of the Master Purchase Agreement and/or any additional terms or conditions between them and/or costs or damages incurred by a Participating Agency.
 6. Contractor agrees to indemnify, defend, and hold County harmless in and from any dispute or claim, of any kind or type, including, by way of example and not limitation, any action contemplated or brought in any court, arising from or related to any solicitation, offer to sell, actual sale or dispute regarding any product, including any warranty disputes, product liability claims and any and all promotional or other activity related to "America Saves."
 7. In no event shall the County be considered a dealer, remarketer, agent or other representative of Contractor.
 8. This Agreement is effective on June 01, 2006, and shall expire at midnight, May 31, 2009, (the "Term"). This Agreement may be extended upon mutual agreement of the Parties provided the underlying Master Agreement has not expired by its own term or been terminated for any reason by action of either Party. Either Party may terminate this Agreement upon 30 days' prior written notice to the other Party for any reason including convenience. Termination of this Agreement shall not affect the Master Purchase Agreement between the County and Contractor.
 9. This Agreement shall not interfere with the County's statutory and legal obligation to engage in a fair and impartial bidding process at regularly prescribed intervals. Nor shall any benefit that may be derived by the County as a result of this Agreement be deemed or considered to be an inducement or to create an incentive to circumvent the County's sealed bid process on behalf of Contractor. Selection of an alternate bidder shall automatically terminate this Agreement. Upon termination of this Agreement for any reason, including convenience, any and all provisions regarding the County's right to indemnification, subrogation, and



L. BROOKS PATTERSON-COUNTY EXECUTIVE
**OAKLAND COUNTY
PURCHASING DIVISION**

limitations of liability shall survive such termination and continue in full force and effect.

10. In addition to any other incentives for which the County may be eligible, the County shall be entitled to an Administrative Fee on Quarterly total Net Purchases made by Participating Agency(s) as follows:

Quarterly Net Purchases	Administrative Fee
\$0 to \$500,000	1.5%
\$500,001 to \$1,000,000	1%
\$1,000,001 +	.5%

11. Payment of the administrative fee shall be made quarterly by Contractor to the County. Payment shall be accompanied by a written report identifying all purchases shipped and billed during the applicable quarter. Contractor shall have no claim or right to all or any portion of the Fee. Failure to submit fees and reports within 30 days of the end of a quarter shall be a material breach of this Agreement.
12. Reports and Fees shall be submitted to the County no later than thirty (30) days after the end of the applicable quarter. The Report shall contain sufficient information to permit the County to compare the administrative fee to the actual expenditures of the Participating Agencies based on actual payments to Contractor by the Participating Agencies.
13. The County will notify Contractor in writing of discrepancies between its sales and the County's administrative fee. Contractor shall have 30 days to correct such discrepancies, including correcting any under payment to the County. In addition to any audit rights set forth in the Master Agreement, the County may perform a financial and compliance audit of Contractor's records regarding sales using the County's Master Agreement in its "America Saves" Program. Any such audit shall be limited in scope to annual net purchases only, and shall not contain confidential information concerning the Participating Agencies.
14. Integration/Modification. This Agreement (including attachments hereto, if any) constitutes the entire agreement of the Parties relating to the use of the County's Master Purchase Agreement by Contractor in its sales to any other governmental entities. This Agreement supersedes any and all prior written and oral agreements or understandings concerning the use of the Master Purchase Agreement for sales to other governmental entities. This Agreement may only be modified by written amendment, signed by an authorized representative of each Party.
15. Governing Law. This Agreement shall be governed by and interpreted according to the laws of the State of Michigan, without regard to its choice of law provisions. Any disputes between Participating Agency and Contractor which may arise out of the Agreement shall be resolved in accord with the law and venue of the State in which such purchases are made.



L. BROOKS PATTERSON-COUNTY EXECUTIVE
**OAKLAND COUNTY
PURCHASING DIVISION**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

OfficeMax Contract, Inc.

[Signature]
5/30/06

COUNTY

[Signature]
05-25-06



L. BROOKS PATTERSON-COUNTY EXECUTIVE
OAKLAND COUNTY
PURCHASING DIVISION

OAKLAND COUNTY DEPARTMENT OF MANAGEMENT AND BUDGET
PURCHASING DIVISION
MASTER PURCHASING AGREEMENT

BY AND BETWEEN THE COUNTY OF OAKLAND
AND OFFICEMAX CONTRACT, INC.

Contract Number: 001260

Contract Expiration Date: May 31, 2009

Contract - NOT TO EXCEED AMOUNT: \$4,000,000.00

This "Contract" is made between the COUNTY OF OAKLAND, a Michigan Constitutional Corporation, hereinafter called "County", and the "Contractor" as further described in the following Table. In this Contract, either Contractor or the County may also be referred to individually as a "Party" or jointly as the "Parties".

COUNTY OF OAKLAND 1200 N. Telegraph Road Pontiac, MI 48341-0047 (herein, the "County")	OfficeMax Contract Inc. Products Corporation 13301 Stephens Road Warren, Michigan 48089 Vendor No. 000987 (herein the "Contractor")
---	---

This Contract is organized and divided into the following "Section" or "Sections" for the convenience of the Parties.

SECTION 1. CONTRACT DOCUMENTS AND DEFINITIONS

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L. BROOKS PATTERSON-COUNTY EXECUTIVE
OAKLAND COUNTY
PURCHASING DIVISION

SECTION 2. CONTRACT EFFECTIVE DATE AND TERMINATION

SECTION 3. SCOPE OF CONTRACTOR'S SERVICES

SECTION 4. COUNTY PAYMENT OBLIGATION FOR CONTRACTOR'S SERVICES

SECTION 5. CONTRACTOR ASSURANCES AND WARRANTIES

SECTION 6. CONTRACTOR PROVIDED INSURANCE AND INDEMNIFICATION

SECTION 7. GENERAL TERMS AND CONDITIONS

In consideration of the mutual promises, obligations, representations, and assurances in this Contract, the Parties agree to the following:

§1. CONTRACT DOCUMENTS AND DEFINITIONS

The following words and expressions when printed with the first letter capitalized as shown herein, whether used in the singular or plural, possessive or non-possessive, and/or either within or without quotation marks, shall be defined and interpreted as follows:

- 1.1. "Contractor Employee" means without limitation, any employees, officers, directors, members, managers, trustees, volunteers, attorneys, and representatives of Contractor, and also includes any Contractor licensees, concessionaires, contractors, subcontractors, independent contractors, subsidiaries, joint ventures or partners, and/or any such persons, successors or predecessors, employees, and/or any and all persons acting by, through, under, or in concert with any of the above. "Contractor Employee" shall also include any person who was a Contractor Employee at anytime during the term of this Contract but, for any reason, is no longer employed, appointed, or elected in that capacity.
- 1.2. "Claims" means any alleged losses, claims, complaints, demands for relief or damages, suits, causes of action, proceedings, judgments, deficiencies, liability, penalties, litigation, costs, and expenses, including, but not limited to, reimbursement for reasonable attorney fees, witness fees, court costs, investigation expenses, litigation expenses, amounts paid in settlement, and/or other amounts or liabilities of any kind which are imposed on, incurred by, or asserted against the County, or for which the County may become legally and/or contractually obligated to pay or defend against, whether direct, whether based upon any alleged violation of the federal or the state constitution, any federal or state statute, rule, regulation, or any alleged violation of federal or state common law, whether any such claims are brought in law or equity, tort, contract, or otherwise, and/or whether commenced or threatened.
- 1.3. "County" means the County of Oakland, a Municipal and Constitutional Corporation, its departments, divisions, authorities, boards, committees, and "County Agent" as defined below.



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- 1.4. "County Agent" means all elected and appointed officials, directors, board members, council members, commissioners, employees, volunteers, representatives, and/or any such persons' successors (whether such person act or acted in their personal representative or official capacities), and/or any persons acting by, through, under, or in concert with any of them. "County Agent" shall also include any person who was a "County Agent" anytime during the term of this Contract but, for any reason, is no longer employed, appointed, or elected and serving as an Agent.
- 1.5. "Day" means any calendar day, which shall begin at 12:00:01 a.m. and end at 11:59:59 p.m.
- 1.6. "Contract Documents" This Contract includes and fully incorporates herein all of the following documents:
 - 1.6.1. Exhibit I: Standardized List of Contract Items
 - 1.6.2. Exhibit II: County Locations

§2. **CONTRACT EFFECTIVE DATE AND TERMINATION**

- 2.1. This Contract shall be effective when signed by an authorized individual representing each Party, and unless otherwise terminated or canceled as provided below, it shall end at 11:59:59 p.m. on the "Contract Expiration Date" shown on the first page of this Contract, at which time this Contract expires without any further act or notice of either Party being required. The Parties are under no obligation to renew or extend this Contract after Contract Expiration Date. Notwithstanding the above, under no circumstances shall this Contract be effective and binding and no payments to the Contractor shall be due or owing for any Contractor services until and unless:
 - 2.1.1. This Contract is signed by a Contractor Employee, legally authorized to bind the Contractor.
 - 2.1.2. Any and all Contractor Certificates of Insurance, and any other conditions precedent to the Contract have been submitted and accepted by the County.
 - 2.1.3. This Contract is signed by an authorized agent of the Oakland County Purchasing Division, as provided for on the signature page of this Contract, who shall be the final signatory to this Contract.
- 2.2. The County may terminate and/or cancel this Contract (or any part thereof) at any time during the term, any renewal, or any extension of this Contract, upon ninety (90) days written notice to the Contractor, for any reason, including convenience without incurring obligation or penalty of any kind. Notwithstanding the above, if the County is being reimbursed for any cost or expenses incurred under this Contract by any third party, including any Federal, State or local governmental agency, and any such third party funding is terminated, the County may terminate, end or cancel this Contract immediately



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upon written notice to the Contractor. The effective date for termination or cancellation shall be clearly stated in the written notice.

- 2.3. The County's sole obligation in the event of termination is for payment for actual services rendered by the Contractor before the effective date of termination. Under no circumstances shall the County be liable for any future loss of income, profits, any consequential damages or any loss of business opportunities, revenues, or any other economic benefit Contractor may have realized but for the termination and/or cancellation of this Contract. The County shall not be obligated to pay Contractor any cancellation or termination fee if this Contract is cancelled or terminated as provided herein.
- 2.4. Contractor may terminate and/or cancel this Contract (or any part thereof) at any time for convenience upon ninety (90) days written notice to the County, and within thirty days (30) notice to the County if the County has failed or has not attempted to cure a breach under this Agreement. The effective date of termination and/or cancellation and the specific alleged default shall be clearly stated in the written notice. Notwithstanding Contractor's right to terminate under this section, in the event of termination, Contractor shall provide its best efforts and cooperation to ensure an orderly and efficient transition of the Services to another supplier.
- 2.5. The County may extend the term of this Agreement for up to an additional twelve month period only by written amendment. The County shall notify Contractor of any determination to extend this Agreement at least thirty (30) days prior to the beginning of this relevant option year.

§3. SCOPE OF CONTRACTOR'S SERVICES

- 3.1. The Contractor shall supply and deliver specified office supplies, stationary and other items selected from the list in Exhibit I (incorporated and made a part of this Agreement by reference) ("Products" and "Services") and/or a OfficeMax Contract Inc. Products Supply Catalogue, to designated Oakland County Facilities, for the prices set forth therein. Other catalogues may be offered during the term of the Contract at separately negotiated pricing between the Parties, including, but not limited to, the "S.O.S." catalogue. The OfficeMax Contract Inc. Products Supply Catalogue shall have a complete description of each item.
- 3.2. Contractor will be solely responsible for maintenance of the catalogs and will document all additions, deletion, manufacturers' discontinuance of products/equipment, and all associated variables including pricing revisions. Any changes, substitutions, additions, deletions and/or pricing revisions must be reviewed and approved by the COUNTY and Contractor in writing prior to any inclusion to the Oakland County Office Supply Catalogue list.
- 3.3. Periodically, at least annually, Contractor will prepare and distribute an Oakland County Office Supply Catalogue. This list will be revised semi-annually. The product catalogue



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shall have a complete description of each item. Core item products and pricing will be reviewed and changed quarterly based on product cost changes and market conditions.

- 3.4. The following prices, payment terms, and incentives shall apply to this Contract.
- 3.4.1. **“Net Purchases”** for purposes of this Section shall mean the aggregate purchase from Contractor of Products under this Contract, net of (i) returns/cancelled orders, (ii) applicable taxes, (iii) credits, and (iv) shipping/handling fees separately billed.
- 3.4.2. **“Non-Contract” Product** prices shall be at a discounts up to 85%.
- 3.4.3. **Payment Terms** shall be: 2%/10 net 20 for daily invoicing. Payment must be made via EFT to receive the incentive or discount
- 3.4.4. If Oakland County spends less than \$50,000 per year Contractor will add a 5% markup over the “core item” pricing applied.
- 3.4.5 **Volume Incentives** shall be provided, based upon total annual Net Purchases as follows:

<u>Annual Net Purchases</u>	<u>Incentive</u>
\$0 to \$500,000	.5%
\$500,001 to \$999,000	1%
\$1,000,000 +	2%

- 3.4.5. **Electronic Commerce Incentive** of 1% of total Net Purchase volume shall be provided if greater than 75% of Net Purchases are placed electronically.
- Payment of any applicable incentives due pursuant to this Section 3.4 is contingent upon 90% of invoices being paid on time and within payment terms.
- 3.4.6. In consideration of the length of this contract and the benefits that OfficeMax will derive as a result, OfficeMax will pay the County a long term contract incentive. Within 30 days of contract signing, OfficeMax will pay \$83,334 to Oakland County. OfficeMax will pay the County \$83,334 by June 30, 2007. OfficeMax will pay the County \$83,334 by June 30, 2008. This provision is applicable only to Oakland County.
- 3.4.7. If Oakland County terminates this Agreement prior to the expiration date identified on the first page of this Agreement (Term) for any reason other than a material breach by OfficeMax, or OfficeMax terminates this Agreement due to a material breach by Customer, OfficeMax will have no obligation to pay any long term contract incentive that might otherwise become due pursuant to section 3.4.6.



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- 3.4.8.** Incentives described in this Section 3: (i) are based on Oakland County executing this Agreement; (ii) are conditional on Oakland County paying all invoices according to the agreed upon terms; and (iii) will be calculated against total paid invoices, only on Net Sales, and only on Net Sales occurring while this Agreement is in full force and effect. Oakland County will be eligible for such incentives provided that Oakland County continuously maintains a current and in good standing account. All incentives are subject to and require that ninety percent (90%) of invoices are paid according to the terms of this Agreement. If ninety percent (90%) of invoices are not paid according to the terms and conditions outlined in this Agreement, no incentive shall be paid for the applicable measurement period and will not be paid retroactively. Should outstanding invoices exist, OfficeMax reserves the right to issue payment for incentives against outstanding invoices in lieu of paying the incentive directly to Oakland County.
- 3.5.** Contractor shall highlight Contract Items on the Internet item list.
- 3.6.** Contractor shall coordinate with County regarding internet order procedures and training.
- 3.7.** Contractor shall accept and process Internet and authorized, approved fax orders from County locations as identified in Exhibit III. Purchases may also be made through issuance of a purchase order.
- 3.8.** Contractor shall provide next-day order delivery to ordering locations identified in Exhibit III
- 3.9.** Deliveries shall be made to each ordering location with a signature obtained on the manifest. Packlist shall be with merchandise. Contractor will retain manifest for support of the invoice inquiries
- 3.10.** Contractor shall apply the appropriate, agreed-upon discount to purchases made under this Contract.
- 3.11.** Contractor shall maintain inventory levels of items shown in Oakland County Office Supply and OfficeMax Contract Inc. Products Catalogues which will insure a 98.5% fill rate.
- 3.12.** Contractor shall provide the following usage reports:
- a) Month and year-to-date sales for each authorized cost center;
 - b) Monthly and year-to-date usage reports ranked in descending order for units and dollars for Contract Items and all items;
 - c) Accounts payable with twice monthly summary invoice supported with listed invoices, in agreed-upon format, and credit memos;
 - d) Accounts payable with twice monthly statement;
 - e) Month and year-to-date items ordered by department code.



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3.13. Contractor shall handle order adjustments (returns, misfills, shortages, overages, etc.). The County will call OfficeMax Contract Inc. Products' Customer Service, and Customer Service will issue a return/credit authorization number ("ATR") to County. Any items returned pursuant to this section will be picked up on the next day's delivery. Contractor shall issue a credit memo with invoice by Ordering Division, purchase order number, and ATR number.

§4. COUNTY PAYMENT OBLIGATIONS FOR CONTRACTOR'S SERVICES

- 4.1. Except as otherwise expressly provided for in this Contract, the County's sole financial obligation to the Contractor under this Contract shall be:
 - 4.1.1. Payment for the items ordered from Exhibit I and/or a OfficeMax Contract Inc. Products Supply Catalogue. In no event, shall the County's amount due and owing the Contractor for any and all goods and/or services rendered exceed the amount identified as the "NOT TO EXCEED AMOUNT" on the first page of this Contract. In the event the Contractor can reasonably foresee the total billings for its goods and/or services will exceed this "NOT TO EXCEED AMOUNT," the Contractor shall provide the County with notice of this contingency at least 15 Days before this event.
 - 4.1.2. Every two weeks (twice per month), the Contractor shall submit an invoice to the County which shall itemize all amounts due and/or owing by the County under this Contract, as of the date of the invoice. The invoices shall be submitted in the form requested by the County. The County shall have no obligation to make payment until a proper invoice of service is submitted.
 - 4.1.3. Price changes will be considered only on a calendar quarter basis during the contracting year. Discounts for electronic ordering, volume sales and electronic fund transfers are as set forth in Section 3.4.
 - 4.1.4. Contractor shall advise the County in writing of any proposed price increases or manufacturer's discount structure changes, providing a copy of the proposed price list and/or acceptable evidence of change in manufacturers discount structure. Contractor will be responsible for furnishing and delivering approved price lists to all County departments and other Participating Agencies. It also shall be Contractor's responsibility to keep COUNTY and Participating Agencies informed of any other changes. Unless otherwise qualified, revisions shall be effective on the first business day of the next calendar quarter following such notification of price change. Upward revisions shall be subject to acceptance by COUNTY.
- 4.2. The County and Contractor have the right to offset any amounts due and owing to the other should that Party incur any costs associated with this Contract that are the obligations of the other Party under this Contract.



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4.3. This Contract does not authorize any in-kind services by either Party, unless expressly provided herein.

§5. **CONTRACTOR'S ASSURANCES AND WARRANTIES**

- 5.1. Service Warranty. Contractor warrants that all services performed hereunder will be performed in a manner that complies with all applicable laws, statutes, regulations, ordinances, and professional standards.
- 5.2. Business and Professional Licenses. The Contractor will obtain and maintain at all times during the term of this Contract all applicable business and professional licenses necessary to provide the contracted services.
- 5.3. Equipment and Supplies. The Contractor is responsible for providing equipment and supplies not expressly required to be provided by the County herein.
- 5.4. Taxes. The Contractor shall pay its own local, state and federal taxes, including without limitation, social security taxes, and unemployment compensation taxes. The County shall not be liable to or required to reimburse the Contractor for any federal, state and local taxes or fees of any kind, provided an appropriate tax exemption certificate is furnished to Contractor.
- 5.5. Contractor's Incidental Expenses. Except as otherwise expressly provided in this Contract, the Contractor shall be solely responsible and liable for all costs and expenses incident to the performance of all services for the County including, but not limited to, any professional dues, association fees, license fees, fines, taxes, and penalties.
- 5.6. Contractor Employees.
- 5.6.1. Contractor shall employ and assign qualified Contractor Employees as necessary and appropriate to provide the services under this Contract. Contractor shall ensure all Contractor Employees have all the necessary knowledge, skill, and qualifications necessary to perform the required services and possess any necessary licenses, permits, certificates, and governmental authorizations as may required by law.
- 5.6.2. Contractor shall solely control, direct, and supervise all Contractor Employees with respect to all Contractor obligations under this Contract. Contractor will be solely responsible for and fully liable for the conduct and supervision of any Contractor Employee
- 5.6.3. All Contractor Employees shall wear and display appropriate County-provided identification at all times while working on County premises.
- 5.6.4. All Contractor Employees assigned to work under this Contract may, at the County's discretion, be subject to a security check and clearance by the County.



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5.6.5. The employees and agents of each Party, shall while on the premises of the other Party, comply with all rules and regulations of the premises, including, but not limited to, security requirements.

5.7. Contractor Employee-Related Expenses. All Contractor Employees shall be employed at the Contractor's sole expense (including employment-related taxes and insurance) and the Contractor warrants that all Contractor Employees shall fully comply with and adheres to all of the terms of this Contract. Contractor shall be solely and completely liable for any and all applicable Contractor Employee's federal, state, or local payment withholdings or contributions and/or any and all Contractor Employee related pension or welfare benefits plan contribution under federal or state law. Contractor shall indemnify and hold the County harmless for all Claims against the County by any Contractor Employee, arising out of any contract for hire or employer-employee relationship between the Contractor and any Contractor Employee, including, but not limited to, Worker's Compensation, disability pay or other insurance of any kind.

5.8. Full Knowledge of Service Expectations and Attendant Circumstances. Contractor warrants that before submitting its Proposal and/or entering into this Contract, it had a full opportunity to review the proposed services, and review all County requirements and/or expectations under this Contract. The Contractor is responsible for being adequately and properly prepared to execute this Contract. Contractor has satisfied itself in all material respects that it will be able to perform all obligations under the Contract as specified herein.

5.9. The Contractor's Relationship To The County Is That Of An Independent Contractor. Nothing in this Contract is intended to establish an employer-employee relationship between the County and either the Contractor or any Contractor Employee. All Contractor Employees assigned to provide services under this Contract by the Contractor shall, in all cases, be deemed employees of the Contractor and not employees, agents or sub-contractors of the County.

§6. **CONTRACTOR PROVIDED INSURANCE AND INDEMNIFICATION**

Failure on the part of Contractor to obtain and maintain all required insurance coverage is a material breach upon which COUNTY may, in its sole discretion, suspend Contractor's performance or terminate this Agreement pursuant to applicable notice and cure provisions contained in this Contract.

6.1. Indemnification.

6.1.1. Contractor shall, to the extent of Contractor's negligence, indemnify, defend, and hold the County harmless from any and all Claims which are incurred by or asserted against the County by any person or entity, alleged to have been caused or found to arise, from the negligent acts, performances, errors, or omissions of Contractor or Contractor's Employees, including, without limitation, all Claims relating to injury or death of any person or damage to any property.



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- 6.1.2. The indemnification rights contained in this Contract are in excess and over and above any valid and collectible insurance rights/policies. During the term of this Contract, if the validity or collectability of the Contractor's insurance is disputed by the insurance company, the Contractor shall indemnify the County for all claims asserted against the County and if the insurance company prevails, the Contractor shall indemnify the County for uncollectible accounts.
- 6.1.3. Contractor shall have no rights against the County for any indemnification (e.g., contractual, equitable, or by implication), contribution, subrogation, and/or any other right to be reimbursed by the County except as expressly provided by law.
- 6.2. Contractor waives and releases all actions, liabilities, loss and damage including any subrogated rights it may have against the County based upon any Claim brought against the County suffered by a Contractor Employee.
- 6.3. Under no circumstances shall either Party be responsible to the other Party for any indirect, special, incidental or consequential damages incurred or suffered in connection with Products and/or Services provided under this Contract.
- 6.4. Contractor Provided Insurance.

At all times during this Contract, Contractor shall obtain and maintain insurance according to the specifications indicated.

1. Contractor agrees to procure and maintain insurance coverage at its own expense during the term of this contract according to the following minimum specifications:

- a. Commercial General Liability with the following as minimum requirements:

\$3,000,000 – General Aggregate Limit other than Products/Completed Operations
\$3,000,000 – Products/Completed Operations Aggregate Limit
\$3,000,000 – Personal & Advertising Injury Limit
\$3,000,000 – Each Occurrence Limit
\$ 500,000 – Fire Damage Limit (Any One Fire)
\$ 10,000 – Medical Payments – Any One Person

Insurance policy shall contain the following coverage(s):

- Occurrence Form
- Broad Form Property Damage
- Premises/Operations
- Libel and Slander



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- Independent Contractors
- (Blanket) Broad Form contractual
- Personal Injury – Delete Contractual Exclusion “A”
- Per Location General Aggregate

The total limits of general liability coverage required herein may be satisfied with a combination of a Primary General Liability (and) Umbrella/Excess policy having not less than \$3,000,000 in limits, specifically listing the Primary General Liability policy as underlying insurance.

- b. Workers' Compensation: Coverage A, with limits statutorily required by any applicable Federal or State law (and) Employers Liability Insurance, Coverage B with minimum limits of \$500,000 each accident, \$500,000 disease each employee, and \$500,000 disease policy limit.
- c. Automobile Liability: with minimum limit of \$1,000,000 Combined Single Limit per occurrence (including No-Fault as required by law) for all hired, leased, owned and non-owned vehicles.
- d. Professional Liability (Errors & Omissions): with minimum limits of \$1,000,000 per occurrence and \$1,000,000 per aggregate.
- e. Crime/Surety Coverage: Insurance in an amount not less than \$1,000,000 covering against loss of money, securities, or other property referred to hereunder which may result from employee dishonest, forgery or alteration, theft, disappearance and destruction, computer fraud, burglary and robbery and made payable to the County of Oakland.
- f. Additional Insured: All policies of insurance, with the exception of Workers' Compensation, shall name the County of Oakland (as defined in this Contract) and County Agent (as defined in this Contract) as Additional Insured.
2. General Provisions:
- a. All Certificates of Insurance and policies of the contractor, any outside vendor or sub-contractor must maintain limits and coverages required by the Contractor and must meet and/or contain the following clauses and endorsements:



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1. The insurance company(s) issuing the policy or policies shall have no recourse against the County of Oakland for payment of any premiums or for assessments under any form of policy.
2. Any and all deductibles or self-insured retentions in the above described insurance policies shall be assumed by and be for the account of, and at sole risk of, the contractor.
3. All Certificates are to provide ninety (90) day written notice of material change, cancellation, or non-renewal. All Certificates of Insurance and Insurance Binders must be provided no less than ten (10) working days before commencement of work to the Oakland County Purchasing Division.
4. All Insurance carriers are subject to the approval of Oakland County and shall be licensed and approved to do business with the State of Michigan.
5. All policies shall be on a primary, non-contributory basis with any other insurance and/or self-insurance carried by the County.

§7. **GENERAL TERMS AND CONDITIONS**

- 7.1. **Access To County Facilities.** While the Contractor retains the right to perform services at any time, the Contractor must obtain prior permission by the County for access to County facilities after the County's regular business hours.
- 7.2. **Cumulative Remedies.** A Party's exercise of any remedy shall not preclude the exercise of any other remedies, all of which shall be cumulative. A Party shall have the right, in its sole discretion, to determine which remedies are to be exercised and in which order.
- 7.3. **Survival of Terms and Conditions.** The following terms and conditions shall survive and continue in full force beyond the termination and/or cancellation of this Contract (or any part thereof) until the terms and conditions are fully satisfied or expire by their very nature:
 - “CONTRACTOR'S ASSURANCES AND WARRANTIES”;
 - “CONTRACTOR PROVIDED INSURANCE AND INDEMNIFICATION”;
 - “Damage Clean Up To County Property and/or Premises”;
 - “Audit”;
 - “Severability”;
 - “Governing Law/Consent To Jurisdiction And Venue”; and
 - “Survival of Terms And Conditions”.



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- 7.4. County Right to Suspend Services. Upon written notice, the County may suspend performance of this Contract if Contractor has failed to comply with Federal, State, or Local laws, or any requirements contained in this Contract. The right to suspend services is in addition to the County's right to terminate and/or cancel this Contract. The County shall incur no penalty, expense, or liability to Contractor if the County suspends services under this Section.
- 7.5. No Third Party Beneficiaries. Except as provided for the benefit of the Parties, this Contract does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to be indemnified, right to be subrogated to the Parties' rights in this Contract, and/or any other right, in favor of any other person or entity.
- 7.6. Compliance with Laws. Contractor shall comply with all federal, state, and local laws, statutes, ordinances, regulations, insurance policy requirements, and requirements applicable to its activities under this Contract.
- 7.7. Permits and Licenses. Contractor shall be responsible for obtaining and maintaining throughout the term of this Contract all licenses, permits, certificates, and governmental authorizations necessary to perform all of its obligations under this Contract and to conduct business under this Contract. Upon request by the County, Contractor shall furnish copies of any permit, license, certificate or governmental authorizations necessary to provide services under this Contract.
- 7.8. Discrimination. Contractor shall not discriminate against any employee or applicant for employment because of sex, race, religion, color, national origin, or handicap in violation of State and Federal law.
- 7.9. Reservation of Rights. This Contract does not, and is not intended to impair, divest, delegate, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the County.
- 7.10. Force Majeure. Notwithstanding any other term or provision of this Contract, neither Party shall be liable to the other for any failure of performance hereunder if such failure is due to any cause beyond the reasonable control of that Party and that Party cannot reasonably accommodate or mitigate the effects of any such cause. Such cause shall include, without limitation, acts of God, fire, explosion, vandalism, any law, order, regulation, direction, action, or request of the United States government or of any other government, national emergencies, insurrections, riots, wars, strikes, lockouts, work stoppages, or other labor difficulties. Reasonable notice shall be given to the affected Party of any such event. The Contractor is expected, through insurance or alternative temporary or emergency service arrangements, to continue its obligations under this contract in the event of a reasonably anticipated, insurable business risk such as business interruption and/or any insurable casualty or loss.
- 7.11. Conflict of Interest. Pursuant to Public Act 317 and 318 of 1968, as amended (MCL 15.321, et seq.), no contracts shall be entered into between the County, including all



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agencies and departments thereof, and any County Agent. To avoid any real or perceived conflict of interest, Contractor shall identify any Contractor Employee or relative of Contractor's Employees who are presently employed by the County. Contractor shall give the County notice if there are any County Agents or relatives of County Agents who are presently employed by Contractor.

7.12. Damage Clean up to County Property and/or Premises. Contractor shall be responsible for any unexpected and/or unnecessary damage to any County property, its premises, or a County Agent that is caused by Contractor or Contractor's Employees. If damage occurs, Contractor shall make necessary repairs and/or replacements to the damaged property to the satisfaction of the County. If the damage cannot be repaired to the County's satisfaction, Contractor shall reimburse the County the actual reasonable cost for repairing or replacing the damaged property. The Contractor shall be responsible for assuring that all County and municipal sites are restored to their original condition.

7.13. Use of Confidential Information. Neither Party shall reproduce, provide, disclose, or give access to Confidential Information to any third party, or to any Party employee not having a legitimate need to know any such information and data, and shall not use the Confidential Information for any purpose other than performing its services under this Contract. Notwithstanding the foregoing, either Party may disclose the Confidential Information if required by law, statute or other legal process; provided that the disclosing party agrees to (i) give the other Party prompt written notice of an impending disclosure, (ii) provide reasonable assistance to the other Party in opposing or limiting the disclosure, and (iii) make only such disclosure as is compelled or required. In the event of a Freedom of Information Act request, a reasonable effort shall be made to provide notification of such required disclosure of confidential information to the other Party, prior to disclosure.

7.13.1. This Contract imposes no obligation upon Contractor with respect to any Confidential Information which Contractor can establish by legally sufficient evidence: (i) was in the possession of, or was known by Contractor, prior to its receipt from the County, without an obligation to maintain its confidentiality; or (ii) is obtained by Contractor from a third party having the right to disclose it, without an obligation to keep such information confidential.

7.13.2. As used in this Contract, Confidential Information means all information that the County is required or permitted by law to keep confidential, and marked/identified by a legend indicating such information is "Confidential."

7.14. Contractor Use of County Licensed Software. In order for the Contractor to perform under this Contract, the County may permit Contractor or Contractor Employees to access certain copyrighted Software licensed to the County. Contractor or Contractor Employees shall not: transfer, remove, use, copy, or otherwise provide or make available any such copyrighted Software or Documentation to any other person or entity, for any



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purpose, without the prior written consent of the County and/or the licensor. Furthermore, neither the Contractor nor Contractor Employee shall produce a source listing, decompile, disassemble, or otherwise reverse engineer any copyrighted Software. Neither the Contractor nor Contractor Employee shall use any copyrighted software contrary to the provisions of any applicable Software license agreement or state or federal law.

- 7.15. Grant Compliance. If any part of this Contract is supported or paid for with any state or federal funds granted to the County, the Contractor shall comply with all applicable grant requirements.
- 7.16. Dispute Resolution. All disputes arising under or relating to the execution, interpretation, performance, or nonperformance of this Contract involving or affecting the Parties may first be submitted to the respective Contract Administrators for possible resolution. The Contract Administrators may promptly meet and confer in an effort to resolve such dispute. If the dispute cannot be resolved in five (5) business days, the dispute may be submitted to the signatories of this Contract or their successors in office. The signatories of this Contract may meet promptly and confer in an effort to resolve such dispute.
- 7.17. Access and Records. Contractor will maintain accurate books and records in connection with the services provided under this Contract for 36 months after termination of this Contract, and provide the County with reasonable access to such book and records.
- 7.18. Audit. Contractor shall allow the County's Auditing Division, or an independent auditor hired by the County, to perform finance compliance audits with the authority to access all pertinent records and interview any Contractor Employee as customary, and upon reasonable advance notice to Contractor throughout the term of this Contract, and for a period of three years following the date of any final payment for Products and Services under the Contract. The cost of any audit shall be borne by the County. County shall make reasonable efforts to minimize business disruption to Contractor in performing any audit under this Contract.
- 7.18.1. Contractor shall explain any audit finding, questionable costs, or other Contract compliance deficiencies to the County within forty-five (45) days of receiving the final audit report. Contractor's response shall include all necessary documents and information that refute the final audit report. Failure by Contractor to respond in writing within 45 days shall be deemed acceptance of the final audit report.
- 7.19. Delegation /Subcontract/Assignment. Contractor shall not delegate, assign, or subcontract any obligations or rights under this Contract without the prior written consent of the County.
- 7.19.1. The rights and obligations under this Contract shall not be diminished in any manner by assignment, delegation or subcontract.



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- 7.19.2. Any assignment, delegation, or subcontract by Contractor and approved by the County, must include a requirement that the assignee, delegate, or subcontractor will comply with the rights and obligations contained in this Contract.
- 7.19.3. The Contractor shall remain primarily liable for all work performed by any subcontractors. Contractor shall remain liable to the County for any obligations under the Contract not completely performed by any Contractor delegate or subcontractor.
- 7.19.4. Should a Subcontractor fail to provide the established level of service and response, the Contractor shall contract with another agency for these services in a timely manner. Any additional costs associated with securing a competent subcontractor shall be the sole responsibility of the Contractor.
- 7.19.5. This Contract cannot be sold.
- 7.19.6. In the event that a Petition in Bankruptcy is filed and there is an assignment of this Contract by a Court, the County may declare this Contract null and void.
- 7.19.7. If any assumption, takeover, or unauthorized performance of Contractor's duties occurs without the County's prior written approval, this Agreement will become void for failure of its essential purpose. Such an act is a material breach of this Agreement, upon which the County may pursue any lawful remedy.
- 7.20. Non Exclusive Contract. No provision in this Contract limits, or is intended to limit, in any way the Contractor's right to offer and provide its services to the general public, other business entities, municipalities, or governmental agencies during or after the term of this Contract. Similarly, this Contract is a non-exclusive agreement and the County may freely engage other persons to perform the same work that the Contractor performs. Except as provided in this Contract, this Contract shall not be construed to guarantee the Contractor or any Contractor Employee any number of fixed or certain number or quantity of hours or services to be rendered to or goods to be purchased by the County.
- 7.21. No Implied Waiver. Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any right or remedy under this Contract shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Contract. No waiver of any term, condition, or provision of this Contract, whether by conduct or otherwise, in one or more instances, shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Contract. No waiver by either Party shall subsequently affect its right to require strict performance of this Contract.
- 7.22. Severability. If a court of competent jurisdiction finds a term, condition, or provision of this Contract to be illegal or invalid, then the term, condition, or provision shall be deemed severed from this Contract. All other terms, conditions, and provisions of this Contract shall remain in full force and effect. Notwithstanding the above, if Contractor's promise to indemnify or hold the County harmless is found illegal or invalid, Contractor shall contribute the maximum it is permitted to pay by law toward the payment and satisfaction of any Claims against the County.



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7.23. Captions. The section and subsection numbers, captions, and any index to such sections and subsections contained in this Contract are intended for the convenience of the reader and are not intended to have any substantive meaning and shall not be interpreted to limit or modify any substantive provisions of this contract. Any use of the singular or plural number, any reference to the male, female, or neuter genders, and any possessive or nonpossessive use in this contract shall be deemed the appropriate plurality, gender or possession as the context requires.

7.24. Notices. Except for quarterly notices of price adjustments or catalogue changes, notices given under this Contract shall be in writing and shall either be personally delivered, sent by express delivery service, certified mail, or first class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given when one of the following occur: (1) the date of actual receipt; (2) the next business day when notice is sent express delivery service or personal delivery; or (3) three days after mailing first class or certified U.S. mail.

7.24.1. If notice is sent to the Contractor, it shall be addressed to:

OfficeMax Contract Inc.
ATTN: Christopher Zott
Manager, Business Relations
13301 Stephens Road
Warren, Michigan 48089
Phone: 800/542-8787 ext. 7087

With a copy to:
OfficeMax Inc.
ATTN: General Counsel
150 E. Pierce Rd.
Itasca, IL 60143

7.24.2. If notice is sent to the County, it shall be addressed to:

Mr. Joseph Hylla, Manager
Oakland County Purchasing Division
1200 N. Telegraph Road
Pontiac, MI 48341

7.24.3. Either Party may change the address or individual to which notice is sent by notifying the other party in writing of the change.

7.25. Contract Modifications or Amendments. Any modifications, amendments, recessions, waivers, or releases to this Contract must be in writing and agreed to by both Parties. Unless otherwise agreed, the modification, amendment, recession, waiver, or release shall be signed by an expressly authorized Contractor Employee and by the same person who



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signed the Contract for the County or other County Agent as authorized by the Oakland County Board of Commissioners.

7.26. Precedence of Documents. In the event of a conflict between the terms and conditions in any of the documents comprising this Contract, the conflict shall be resolved as follows:

7.26.1. If any conflicting terms or conditions are set forth in any Exhibits, purchase orders, invoices, or other documents, the terms and conditions contained in this main Contract document shall prevail and take precedence.

7.27. Governing Laws/Consent to Jurisdiction and Venue. This Contract shall be governed, interpreted, and enforced by the laws of the State of Michigan. Except as otherwise required by law or court rule, any action brought to enforce, interpret, or decide any Claim arising under or related to this Contract shall be brought in the Sixth Judicial Circuit Court of the State of Michigan, the 50th District Court of the State of Michigan, or the United States District Court for the Eastern District of Michigan, Southern Division, as dictated by the applicable jurisdiction of the court. Except as otherwise required by law or court rule, venue is proper in the courts set forth above. The choice of forum set forth above shall not be deemed to preclude the enforcement of any judgment obtained in such forum or taking action under this Contract to enforce such judgment in any appropriate jurisdiction.

7.28. Publicity. Contractor shall not disclose any details in connection with this Agreement to any person or entity except as may be otherwise provided herein or required by law. However, in recognizing Contractor's need to identify its services and related clients Contractor may publicize its role under this Agreement, provided:

- A. Contractor shall develop all publicity material in a professional manner.
- B. During the term of this Contract, Contractor shall neither authorize another to, nor publish or disseminate any commercial advertisements, press release, feature articles, or other materials using the name of COUNTY without the prior written consent of County, which consent shall not be unreasonably withheld.
- C. Contractor may, without the prior written consent of COUNTY, indicate in its proposals and sales materials that it has been awarded this Agreement by Oakland County, provided that the requirements of this Paragraph 7.29 shall apply.

7.29. Employment Eligibility Verification. Contractor warrants that it fully complies with all Federal statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Master Agreement meet the citizenship or alien status requirements set forth in Federal statutes and regulations. Contractor shall indemnify, defend, and hold harmless COUNTY, its officers, participating government agencies and employees from and against any sanctions and any other liability which may be assessed against Contractor or COUNTY in connection with any alleged violation of any Federal statutes or regulations pertaining to the eligibility for employment of any persons performing work hereunder.



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- 7.30. "America Saves" Program. The County has determined to permit Contractor use of the terms and conditions of this Contract to sell Products to other governmental entities (a "Participating Agency"). The terms of such arrangement between County and Contractor are set forth in a separate agreement. In no event shall County be considered a dealer, remarketer, agent or other representative of Contractor.
- 7.31. Entire Contract. This Contract represents the entire Contract and understanding between the Parties. This Contract supercedes all other prior oral or written understandings, communications, agreements or Contracts between the Parties, and specifically, shall supercede and replace the Oakland County Purchasing Contract identified as contract 001260, dated June 01, 2006 between the Parties. The language of this Contract shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.



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The undersigned executes this Contract on behalf of Contractor and the County, and by doing so legally obligates and binds Contractor and the County to the terms and conditions of this Contract.

FOR THE CONTRACTOR:

BY: [Signature]

DATE: 5/30/06

_____ appeared in person before me this day and executed this Contract on behalf of Contractor and acknowledged to me under oath that _____ has taken all actions and secured any and all necessary approvals and authorizations and has the requisite authority from Contractor to fully and completely obligate and bind Contractor to the terms and conditions of this Contract and any and all other documents incorporated by reference and also acknowledged to me under oath having been provided with copies and having read and reviewed all Contract documents including all documents incorporated by reference.

Subscribed and sworn to before me on this _____ day of _____, 2006.

Notary Public

County, Michigan

My Commission Expires: _____

FOR THE COUNTY:

BY: [Signature]
Joseph Hylla, Manager,
Oakland County Purchasing Department

DATE: 05-25-06

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JUNE 27, 2006

ADMINISTRATIVE SERVICES

TOPIC: AGREEMENT - HIGH DESERT ALARM & FIRE SPRINKLERS

TO THE SUPERINTENDENT/PRESIDENT:


The district requests the board to approve the Testing and Maintenance agreement with Hi Desert Fire Alarm & Sprinklers. This agreement is to provide testing and maintenance on the existing fire alarm system monitored by Hi Desert Alarm.

Fiscal Impact: Budgeted item, not to exceed \$5,000.00

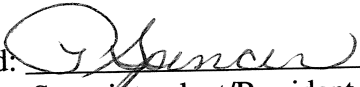
RECOMMENDATION:

It is recommended that the Board of Trustees approve the agreement with Hi Desert Alarm & Fire Sprinklers.

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 _____