

BURGLARY-FIRE • HOLDUP • FIRE SPRINKLERS

Cal State Alarm
Lic. LA00074
AC03596

Cal. State Contr.
Lic. 606045

Federal I.D. #
33-0417587

Bell Mountain Enterprises, Inc.

HI DESERT ALARM

&

FIRE SPRINKLERS

(760) 245-8600

ALARM ACCOUNT #

Billing Account #

DIVISIONS

Barstow Alarm 256-8600

FAX (760) 245-0071



16637 MOJAVE DRIVE • VICTORVILLE, CALIFORNIA 92392

FIRE ALARM TESTING &/OR MAINTENANCE AGREEMENT

AGREEMENT made on the 2nd of May, 2006

between Bell Mountain Enterprises, Inc., a California Corporation, known hereinafter as the "Company" and

Subscriber Victor Valley College - Science Lab

Phone _____

Building Location 18422 Bear Valley Road

Cross Street _____

Billing Address Victorville, Ca. 92392

hereinafter called the "Subscriber".

Company agrees to service, without liability, and not as an insurer, during the term of this Agreement, an alarm system ("System") as described on the Schedule of Protection, at the premises of Subscriber.

Hi Desert Alarm agrees to provide testing and maintenance on the existing fire alarm system monitored by Hi Desert Alarm as requested by subscriber

SUBSCRIBER REQUIRED TESTING - \$150.00 PER TEST

SERVICE CALLS AND REPAIRS REQUIRED FOLLOWING TESTING OR AT SUBSCRIBERS

request will be billed at the following rates:

\$ 75.00 per hour labor *8:00 AM to 4:00 PM - Mon-Fri + parts

\$100.00 per hour labor *After hours, holidays, and weekends + parts

PRICING IS SUBJECT TO CHANGE

CHANGES TO THE SYSTEM; ADDITIONAL PROTECTION: The costs of any additions, changes and variances in the System as herein contracted for or as originally installed, made at the request of or made necessary or required by the Subscriber's action, or which may be demanded by any governmental agency, insurance interests, or inspection and rating bureaus, are to be borne by the Subscriber. THE SUBSCRIBER ACKNOWLEDGES THAT HE HAS CHOSEN THE SYSTEM AND THAT ADDITIONAL PROTECTION IS AVAILABLE AND MAY BE OBTAINED FROM COMPANY OVER AND ABOVE THAT PROVIDED HEREIN AT AN ADDITIONAL COST TO THE SUBSCRIBER.

1. THE CITY OR COUNTY IN WHICH YOUR PREMISES IS LOCATED MAY REQUIRE THAT YOU OBTAIN A PERMIT FOR THE USE AND MONITORING OF THE SYSTEM. LOCAL AUTHORITIES MAY NOT RESPOND TO ALARM NOTIFICATION UNTIL ALL PERMITS OR LICENSES FOR USE OF THE SYSTEM HAVE BEEN OBTAINED, AND THEREFORE COMPANY MAY NOT BEGIN MONITORING UNTIL SUBSCRIBER HAS OBTAINED AT SUBSCRIBER'S EXPENSES ALL NECESSARY PERMITS OF LICENSES, ARE PROVIDED COMPANY WITH THE LICENSE OR PERMIT NUMBER.

2. During the term of this Agreement, Company shall provide repair service for the System described below including all labor, and equipment replacement and repair if indicated on the front side of this Agreement. Company may substitute materials of equal quality at time of replacement and may install reconditioned used parts. Subscriber shall pay for all parts and labor necessary to repair the system as a result of damage caused by accident, excessive false alarms caused by Subscriber, misuse of the system by Subscriber, acts of God, or attempted unauthorized repair service.

3. RECEIPT OF COPY: SUBSCRIBER ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT.

4. COMPANY'S LIABILITY/DISCLAIMER OR WARRANTIES: COMPANY DOES NOT REPRESENT OR WARRANT; THAT THE SYSTEM MAY NOT BE, COMPROMISED OR CIRCUMVENTED; OR THAT THE SYSTEM OR SERVICES WILL PREVENT ANY LOSS BY FIRE OR OTHERWISE OR THAT THE SYSTEM OR SERVICES WILL IN ALL CASES PROVIDE THE SECURITY FOR WHICH THEY ARE INTENDED, SUBSCRIBER ACKNOWLEDGES AND AGREES: THAT COMPANY HAS MADE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION, THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, NOR HAS SUBSCRIBER RELIED ON ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED. SUBSCRIBER FURTHER ACKNOWLEDGES AND AGREES: THAT ANY AFFIRMATION OF FACT OR PROMISE SHALL NOT BE DEEMED TO CREATE AN EXPRESS WARRANTY, AND THAT THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE FACE OF THE AGREEMENT HEREOF. SUBSCRIBER FURTHER ACKNOWLEDGES AND AGREES: THAT COMPANY IS NOT AN INSURER; THAT SUBSCRIBER ASSUMES ALL RISK OF LOSS OR DAMAGE TO SUBSCRIBER'S PREMISES OR TO THE CONTENTS THEREOF; AND THAT SUBSCRIBER HAS READ AND UNDERSTANDS ALL OF THIS AGREEMENT, PARTICULARLY PARAGRAPHS 19 AND 20 WHICH SETS FORTH COMPANY'S MAXIMUM LIABILITY IN THE EVENT OF ANY LOSS OR DAMAGE TO SUBSCRIBER OR ANYONE ELSE.

5. COMPANY'S LIMITED LIABILITY: SUBSCRIBER ACKNOWLEDGES THAT HE HAS DISCUSSED PARAGRAPH 19 WITH COMPANY'S AGENT, AND UNDERSTANDS THAT HE MAY OBTAIN AN INCREASE OF COMPANY'S LIABILITY BY PAYING AN ADDITIONAL CHARGE.

6. TERM, PAYMENT AND RENEWAL: Subscriber agrees to pay to Company, its agents or assigns:

For service the sum of See above for pricing Dollars (\$ _____)

payable _____ (\$ _____)

payable in advance on the 1st day of the month. Upon signing this contract stands an original term of five (5) years. In addition, subscriber shall pay the pro-rate share of the service charge for the month in which the contract has been signed. After the original term, this Agreement shall automatically be renewed for consecutive five (5) year terms unless either party notifies the other in writing of its intention to terminate this Agreement, not less than thirty (30) days prior to the expiration of the original term or any renewal term thereof.

7. CREDIT: PAYMENT DEFAULTS. SUBSCRIBER AUTHORIZES COMPANY TO INVESTIGATE SUBSCRIBER'S CREDIT RECORD, AND TO REPORT SUBSCRIBER'S PAYMENT PERFORMANCE UNDER THIS AGREEMENT TO CREDIT AGENCIES AND CREDIT REPORTING SERVICES. IF SUBSCRIBER FAILS TO MAKE ANY PAYMENT WHEN DUE COMPANY MAY DISCONTINUE INSTALLATION AND SERVICE, TERMINATE THIS AGREEMENT AND RECOVER ALL DAMAGES TO WHICH COMPANY IS ENTITLED INCLUDING, WITHOUT LIMITATION, THE VALUE OF THE WORK PERFORMED AND THE AMOUNT DUE TO COMPANY FOR THE UNEXPIRED TERM OF THE AGREEMENT. IN ADDITION COMPANY MAY IMPOSE AND COLLECT A LATE CHARGE ON ALL PAYMENTS MORE THAN TEN DAYS PAST DUE IN THE MAXIMUM AMOUNT PERMITTED BY CALIFORNIA LAW. COMPANY MAY CHARGE A RE-CONNECTION FEE IF SERVICE IS SUSPENDED FOR NONPAYMENT.

TERMS AND CONDITIONS SET FORTH ON THE REVERSE SIDE OF THIS AGREEMENT ARE INCORPORATED HEREIN AND BY REFERENCE AND MADE A PART THEREOF

BELL MOUNTAIN ENTERPRISES, INC.
DBA Hi Desert Alarm & Fire Sprinklers • Barstow Alarm

Subscriber Name _____

Social Security # _____ Drivers License # _____

By:

By: _____ Title _____

Agent Reg. #: _____

Print Name: _____

Approved: _____
Authorized Officer

Date Signed: _____

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BURGLARY-FIRE • HOLDUP • FIRE SPRINKLERS

Bell Mountain Enterprises, Inc.

ALARM ACCOUNT #

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Lic. LA00074
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&
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Barstow Alarm 256-8600

FAX (760) 245-0071

16637 MOJAVE DRIVE • VICTORVILLE, CALIFORNIA 92392

FIRE ALARM TESTING &/OR MAINTENANCE AGREEMENT

AGREEMENT made on the 2nd of May, 2006

between Bell Mountain Enterprises, Inc., a California Corporation, known hereinafter as the "Company" and

Subscriber Victor Valley College - Library

Phone _____

Building Location 18422 Bear Valley Rd.

Cross Street _____

Billing Address _____

_____ hereinafter called the "Subscriber".

City Victorville, Ca. 92392

Company agrees to service, without liability, and not as an insurer, during the term of this Agreement, an alarm system ("System") as described on the Schedule of Protection, at the premises of Subscriber.

Hi Desert Alarm agrees to provide testing and maintenance on the existing fire alarm system monitored by Hi Desert Alarm as requested by subscriber

SUBSCRIBER REQUIRED TESTING - \$150.00 PER TEST

SERVICE CALLS AND REPAIRS REQUIRED FOLLOWING TESTING OR AT SUBSCRIBERS

request will be billed at the following rates:

\$ 75.00 per hour labor *8:00 AM to 4:00 PM - Mon-Fri + parts

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payable _____ (\$ _____)

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BELL MOUNTAIN ENTERPRISES, INC.
DBA Hi Desert Alarm & Fire Sprinklers • Barstow Alarm

Subscriber Name _____

Social Security # _____ Drivers License # _____

By: [Signature]

By: _____ Title _____

Agent Reg. #: _____

Print Name: _____

Approved: _____
Authorized Officer

Date Signed: _____

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BURGLARY-FIRE • HOLDUP • FIRE SPRINKLERS

Cal State Alarm
Lic. LA00074
AC03596

Bell Mountain Enterprises, Inc.

ALARM ACCOUNT #



HI DESERT ALARM
&
FIRE SPRINKLERS
(760) 245-8600



Billing Account #

DIVISIONS
Barstow Alarm 256-8600

Federal I.D. #
33-0417587

16637 MOJAVE DRIVE • VICTORVILLE, CALIFORNIA 92392

FAX (760) 245-0071

FIRE ALARM TESTING &/OR MAINTENANCE AGREEMENT

AGREEMENT made on the 2nd of May, 2006

between Bell Mountain Enterprises, Inc., a California Corporation, known hereinafter as the "Company" and
Victor Valley College - Humanity Center Relocatables

Subscriber _____ Phone _____

Building Location 18422 Bear Valley Road Cross Street _____

Billing Address _____

City Victorville, Ca. 92392 hereinafter called the "Subscriber".

Company agrees to service, without liability, and not as an insurer, during the term of this Agreement, an alarm system ("System") as described on the Schedule of Protection, at the premises of Subscriber.

Hi Desert Alarm agrees to provide testing and maintenance on the existing fire alarm system monitored by Hi Desert Alarm as requested by subscriber.
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SERVICE CALLS AND REPAIRS REQUIRED FOLLOWING TESTING OR AT SUBSCRIBERS request will be billed at the following rates:
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For service the sum of See above for pricing Dollars (\$ _____) payable _____ (\$ _____)

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TERMS AND CONDITIONS SET FORTH ON THE REVERSE SIDE OF THIS AGREEMENT ARE INCORPORATED HEREIN AND BY REFERENCE AND MADE A PART THEREOF

BELL MOUNTAIN ENTERPRISES, INC.
DBA Hi Desert Alarm & Fire Sprinklers • Barstow Alarm

Subscriber Name _____

Social Security # _____ Drivers License # _____

By: [Signature]

By: _____ Title _____

Agent Reg. #: _____

Print Name: _____

Approved: _____
Authorized Officer

Date Signed: _____

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Bell Mountain Enterprises, Inc.

ALARM ACCOUNT #

Cal. State Contr.
Lic. 606045



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Billing Account #

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Federal I.D. #
33-0417587

16637 MOJAVE DRIVE • VICTORVILLE, CALIFORNIA 92392

FAX (760) 245-0071

FIRE ALARM TESTING &/OR MAINTENANCE AGREEMENT

AGREEMENT made on the 2nd of May, 20 06

between Bell Mountain Enterprises, Inc., a California Corporation, known hereinafter as the "Company" and
Subscriber VICTOR VALLEY COLLEGE - DAY CARE

Phone 760-245-4271

Building Location 18422 Bear Valley Road

Cross Street Jacaranda

Billing Address Victorville, CA. 92395 hereinafter called the "Subscriber".

Company agrees to service, without liability, and not as an insurer, during the term of this Agreement, an alarm system ("System") as described on the Schedule of Protection, at the premises of Subscriber.

Hi Desert Alarm agrees to provide testing and maintenance on the existing fire alarm system monitored by Hi Desert Alarm as requested by subscriber
SUBSCRIBER REQUIRED TESTING - \$150.00 PER TEST
SERVICE CALLS AND REPAIRS REQUIRED FOLLOWING TESTING OR AT SUBSCRIBERS request will be billed at the following rates:
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BELL MOUNTAIN ENTERPRISES, INC.
DBA Hi Desert Alarm & Fire Sprinklers • Barstow Alarm

Subscriber Name _____

Social Security # _____ Drivers License # _____

By: [Signature]

By: _____ Title _____

Agent Reg. #: _____

Print Name: _____

Approved: _____
Authorized Officer

Date Signed: _____

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AGREEMENT made on the 2nd of May, 2006

between Bell Mountain Enterprises, Inc., a California Corporation, known hereinafter as the "Company" and

Subscriber Victor Valley College - Student Activity

Phone _____

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Cross Street _____

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City Victorville, Ca. 92392

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Hi Desert Alarm agrees to provide testing and maintenance on the existing fire alarm system monitored by Hi Desert Alarm as requested by subscriber
SUBSCRIBER REQUIRED TESTING - \$150.00 PER TEST
SERVICE CALLS AND REPAIRS REQUIRED FOLLOWING TESTING OR AT SUBSCRIBERS request will be billed at the following rates:
\$ 75.00 per hour labor *8:00 AM to 4:00 PM - Mon-Fri + parts
\$100.00 per hour labor *After hours, holidays, and weekends + parts
PRICING IS SUBJECT TO CHANGE

CHANGES TO THE SYSTEM; ADDITIONAL PROTECTION: The costs of any additions, changes and variances in the System as herein contracted for or as originally installed, made at the request of or made necessary or required by the Subscriber's action, or which may be demanded by any governmental agency, insurance interests, or inspection and rating bureaus, are to be borne by the Subscriber. THE SUBSCRIBER ACKNOWLEDGES THAT HE HAS CHOSEN THE SYSTEM AND THAT ADDITIONAL PROTECTION IS AVAILABLE AND MAY BE OBTAINED FROM COMPANY OVER AND ABOVE THAT PROVIDED HEREIN AT AN ADDITIONAL COST TO THE SUBSCRIBER.

- THE CITY OR COUNTY IN WHICH YOUR PREMISES IS LOCATED MAY REQUIRE THAT YOU OBTAIN A PERMIT FOR THE USE AND MONITORING OF THE SYSTEM. LOCAL AUTHORITIES MAY NOT RESPOND TO ALARM NOTIFICATION UNTIL ALL PERMITS OR LICENSES FOR USE OF THE SYSTEM HAVE BEEN OBTAINED, AND THEREFORE COMPANY MAY NOT BEGIN MONITORING UNTIL SUBSCRIBER HAS OBTAINED AT SUBSCRIBER'S EXPENSES ALL NECESSARY PERMITS OF LICENSES, ARE PROVIDED COMPANY WITH THE LICENSE OR PERMIT NUMBER.
- During the term of this Agreement, Company shall provide repair service for the System described below including all labor, and equipment replacement and repair if indicated on the front side of this Agreement. Company may substitute materials of equal quality at time of replacement and may install reconditioned used parts. Subscriber shall pay for all parts and labor necessary to repair the system as a result of damage caused by accident, excessive false alarms caused by Subscriber, misuse of the system by Subscriber, acts of God, or attempted unauthorized repair service.
- RECEIPT OF COPY: SUBSCRIBER ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT.
- COMPANY'S LIABILITY/DISCLAIMER OR WARRANTIES: COMPANY DOES NOT REPRESENT OR WARRANT; THAT THE SYSTEM MAY NOT BE, COMPROMISED OR CIRCUMVENTED; OR THAT THE SYSTEM OR SERVICES WILL PREVENT ANY LOSS BY FIRE OR OTHERWISE OR THAT THE SYSTEM OR SERVICES WILL IN ALL CASES PROVIDE THE SECURITY FOR WHICH THEY ARE INTENDED, SUBSCRIBER ACKNOWLEDGES AND AGREES: THAT COMPANY HAS MADE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION, THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, NOR HAS SUBSCRIBER RELIED ON ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED. SUBSCRIBER FURTHER ACKNOWLEDGES AND AGREES: THAT ANY AFFIRMATION OF FACT OR PROMISE SHALL NOT BE DEEMED TO CREATE AN EXPRESS WARRANTY, AND THAT THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE FACE OF THE AGREEMENT HEREOF. SUBSCRIBER FURTHER ACKNOWLEDGES AND AGREES: THAT COMPANY IS NOT AN INSURER; THAT SUBSCRIBER ASSUMES ALL RISK OF LOSS OR DAMAGE TO SUBSCRIBER'S PREMISES OR TO THE CONTENTS THEREOF; AND THAT SUBSCRIBER HAS READ AND UNDERSTANDS ALL OF THIS AGREEMENT, PARTICULARLY PARAGRAPHS 19 AND 20 WHICH SETS FORTH COMPANY'S MAXIMUM LIABILITY IN THE EVENT OF ANY LOSS OR DAMAGE TO SUBSCRIBER OR ANYONE ELSE.
- COMPANY'S LIMITED LIABILITY: SUBSCRIBER ACKNOWLEDGES THAT HE HAS DISCUSSED PARAGRAPH 19 WITH COMPANY'S AGENT, AND UNDERSTANDS THAT HE MAY OBTAIN AN INCREASE OF COMPANY'S LIABILITY BY PAYING AN ADDITIONAL CHARGE.
- TERM, PAYMENT AND RENEWAL: Subscriber agrees to pay to Company, its agents or assigns:

For service the sum of See above for pricing Dollars (\$ _____) payable _____ (\$ _____)

payable in advance on the 1st day of the month. Upon signing this contract stands an original term of five (5) years. In addition, subscriber shall pay the pro-rate share of the service charge for the month in which the contract has been signed. After the original term, this Agreement shall automatically be renewed for consecutive five (5) year terms unless either party notifies the other in writing of its intention to terminate this Agreement, not less than thirty (30) days prior to the expiration of the original term or any renewal term thereof.

- CREDIT: PAYMENT DEFAULTS. SUBSCRIBER AUTHORIZES COMPANY TO INVESTIGATE SUBSCRIBER'S CREDIT RECORD, AND TO REPORT SUBSCRIBER'S PAYMENT PERFORMANCE UNDER THIS AGREEMENT TO CREDIT AGENCIES AND CREDIT REPORTING SERVICES. IF SUBSCRIBER FAILS TO MAKE ANY PAYMENT WHEN DUE COMPANY MAY DISCONTINUE INSTALLATION AND SERVICE, TERMINATE THIS AGREEMENT AND RECOVER ALL DAMAGES TO WHICH COMPANY IS ENTITLED INCLUDING, WITHOUT LIMITATION, THE VALUE OF THE WORK PERFORMED AND THE AMOUNT DUE TO COMPANY FOR THE UNEXPIRED TERM OF THE AGREEMENT. IN ADDITION COMPANY MAY IMPOSE AND COLLECT A LATE CHARGE ON ALL PAYMENTS MORE THAN TEN DAYS PAST DUE IN THE MAXIMUM AMOUNT PERMITTED BY CALIFORNIA LAW. COMPANY MAY CHARGE A RE-CONNECTION FEE IF SERVICE IS SUSPENDED FOR NONPAYMENT.

TERMS AND CONDITIONS SET FORTH ON THE REVERSE SIDE OF THIS AGREEMENT ARE INCORPORATED HEREIN AND BY REFERENCE AND MADE A PART THEREOF

BELL MOUNTAIN ENTERPRISES, INC.
DBA Hi Desert Alarm & Fire Sprinklers • Barstow Alarm

Subscriber Name _____

Social Security # _____ Drivers License # _____

By:

By: _____ Title _____

Agent Reg. #: _____

Print Name: _____

Approved: _____
Authorized Officer

Date Signed: _____

THIS AGREEMENT SHALL NOT BE BINDING UPON COMPANY UNLESS APPROVED IN WRITING BY AN OFFICER OF COMPANY. IN THE EVENT OF NON-APPROVAL, THE SOLE LIABILITY OF COMPANY SHALL BE TO REFUND TO SUBSCRIBER THE AMOUNT THAT HAS BEEN PAID TO COMPANY BY SUBSCRIBER UPON THE SIGNING OF THIS AGREEMENT.

JUNE 27, 2006

ADMINISTRATIVE SERVICES

TOPIC: AGREEMENT – TIME OPTICS COMPANY

TO THE SUPERINTENDENT/PRESIDENT:


The district desires to renew the annual agreement with Time Optics Company for the maintenance and repair to the IMS equipment (necessary parts are included). This agreement will be effective for the period of July 01, 2006 thru June 30, 2007.

Fiscal impact: Estimated amount \$12,000.00

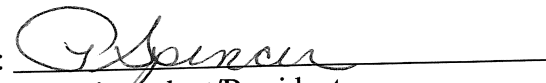
RECOMMENDATION:

It is recommended that the Board of Trustees approve the renewal of the annual agreement with Time Optics Company through July 1, 2006 to 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 _____

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;

<u>George Perrin for Time Optics Co.</u>		SOCIAL SECURITY NUMBER	
CONSULTANT		CA	92344
<u>14244 Nantucket Street</u>	<u>Hesperia</u>	STATE	ZIP
MAILING ADDRESS	CITY		

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 July 1, 2006 and shall be completed on or before June 30, 2007.
- 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:

Repair of instructional media equipment and parts for Fiscal Year 2006-2007 NTE \$12,000

- G. Neither party shall assign or delegate any part of this Agreement without the written consent of the other party.
- H. The work completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT'S general right of inspection and supervision to secure the satisfactory completion thereof. CONSULTANT agrees to comply with all Federal, State Municipal, and District laws, rules, and regulations that are now, or may in the future become applicable to CONSULTANT, CONSULTANT'S business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

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

- Total contract amount to be paid by _____ Date
- \$ _____ to be paid monthly as progress payments, beginning _____ Date
- Payment (s) as requested, by timesheet or personal invoices.

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:	FOR THE CONSULTANT:
_____	<u>George Perrin</u>
Requesting Department Authorization	Signature
_____	<u>5/23/06</u>
Name Authorized Agent	Date
_____	_____
Date	Account #
_____	_____

ADMINISTRATIVE SERVICES

JUNE 27, 2006

TOPIC: AGREEMENT – NOVELL SOFTWARE LICENSE RENEWAL

TO THE SUPERINTENDENT/PRESIDENT:


The district desires to renew the annual agreement with Novell Inc. to provide Academic License Agreement (ALA) site licensing, including Zenworks, as detailed in the referenced fee worksheet. Fees from June 30, 2006, through June 30, 2007 will be \$93,330.00. These fees are based on the number of workstations on the campus. In addition, the agreement provides for premium technical support service for incidents and free training vouchers for our technical staff at the reduced cost of \$11,470.00 for a total of \$109,600.00.

Fiscal impact: \$109,600.00

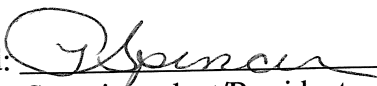
RECOMMENDATION:

It is recommended that the Board of Trustees approve the renewal of the annual agreement with Novell for software 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 _____

Academic License Agreement Annual Fee Worksheet
 (Attach a copy of this page to purchase order for each ALA Annual License Fee)

PRIMARY INFORMATION			
Institution: Victor Valley Community Col			
Legal Address: 18422 Bear Valley Rd			
City: Victorville	State: CA	Zip: 92392	
Contact: Jon Booth	Title: IT Director		
Telephone: 760.245.4271 x2304	Fax Number:	Email: boothj@vvc.edu	

PRODUCT SELECTION & BUNDLE CALCULATION INSTRUCTIONS:

- Using the worksheet on the adjoining page, place a check mark in the column to the left of the product(s) you wish to purchase OR select the Value Bundle. **If the Value Bundle is not selected, at least four (4) products must be selected.**
- Calculate the Total Bundled Price (TBP) by adding the appropriate prices of the products selected and the appropriate pricing model.
- The Total Bundled Price (TBP) will be used to calculate the Annual Fee below.
- The discount table below is also used to calculate the Annual Fee based on Workstation or FTE Population.
- Please sign and return BOTH pages to the address shown on the cover page.

CUSTOMER CERTIFICATION & ANNUAL FEE CALCULATION

Annual Fee Calculation by Workstation of Dept. Workstation		Annual Fee Calculation by FTE Population	
A. Total Workstation Count	1220	A. Total Enrollment (FTE)	_____
B. Applicable Price per Station (see Product Selection and Bundle Calculation above)	x \$ 76.50	B. Total Employees (FTE)	_____
C. Calculate Discount (if applicable) using discount schedule below (multiply discount by line B)	0.00	C. Total Population (add lines A & B)	_____
D. Discounted Bundled Price (subtract C from B, if applicable)	= \$ 76.50	D. Applicable Price Per Person (see Product Selection and Bundle Calculation above)	x \$ _____
E. Annual Fee (multiply A with D)	= \$ 93,330.00	E. Calculate Discount (if applicable) using discount schedule below (multiply discount by line D)	x _____
		F. Discounted Bundled Price (subtract E from D, if applicable)	= \$ _____
		G. Annual Fee (multiply C with F)	= \$ _____
Amount applied toward Perpetual Licenses		Amount applied toward Perpetual Licenses	
F. Annual Fee (Line C or E as applicable)	\$ 93,330.00	H. Annual Fee (Line E or G as applicable)	\$ _____
G. License Factor (30%)	x 0.30	I. License Factor (30%)	x _____
H. Amount applied toward perpetual licenses (multiply line F by line G)	\$ 27,999.00	J. Amount applied toward Perpetual Licenses (multiply line G by line I)	\$ _____

TIERED DISCOUNT SCHEDULE			
Priced by Workstation or Department Workstation		Priced by FTE Population	
Total Workstations	Discount	Total FTE Population	Discount
1 - 2,899	0%	1 - 10,999	0%
2,900 - 6,999	11%	11,000 - 19,999	23%
7,000 - 13,999	16%	20,000 - 49,999	38%
14,000 +	22%	50,000 - 99,999	42%
		100,000 +	46%
*Minimum Annual Fee of \$5,000		*Minimum Annual Fee of \$5,000	

CUSTOMER SIGNATURE

By signing below, Customer certifies that as of the date below, the information contained herein (or attached) is complete and accurate to the best of its knowledge, and Customer agrees that use of ALA licenses will be governed by the Academic License Agreement provisions. In the case that a Novell Authorized Reseller has been named above by Customer, Customer certifies the named Reseller has provided sales and/or service on Novell products in connection with this Academic License Agreement.

Signature: _____

Title: _____

Printed Name: _____

Date: _____

Partners in the United States can participate in the ALA only through the Demand Agent program.

**Academic License Agreement Annual Fee Worksheet
May 2006**

**TO PREVENT DELAYS IN PROCESSING YOUR RENEWAL ORDER,
PLEASE SUBMIT BOTH YOUR PURCHASE ORDER AND COMPLETED WORKSHEET TOGETHER**

Product Selection & Bundle Calculation Instructions:

- A. Place a check mark in the column to the left of the product(s) you wish to purchase OR select the Value Bundle. If the Value Bundle is not selected, at least four (4) products must be selected.
- B. Calculate the Total Bundled Points (TBP) by adding up the appropriate points of the products selected and the appropriate pricing model.
- C. The Total Bundled Points (TBP) will be used to calculate the Annual Fee on the next page.
- D. The discount table below is also used to calculate the Annual Fee on the next page based on Workstation or FTE Population.

NOTE: Any hospital approved by Novell to purchase under the ALA must purchase under the Workstation pricing schedule. Any school not purchasing as an entire unit must purchase using the Department Workstation Pricing schedule.

Please indicate the model you will be using, select only one: <input type="checkbox"/> FTE Model; <input checked="" type="checkbox"/> Workstation Model; <input type="checkbox"/> Dept. Workstation Model							
Product Description	FTE Model		Workstation Model		Dept Workstation Model		
	USD	Part Number	USD	Part Number	USD	Part Number	
	\$1.00	STL-000040	\$4.75	STL-000241	\$6.00	STL-000243	
X Cluster Services	\$1.00	876-000255	\$4.75	876-000256	\$6.00	876-000257	
Carefx Fusion Context Manager	\$40.00	876-000315	\$77.00	876-000316	\$213.00	876-000317	
Carefx Fusion Context Enabler	\$40.00	876-000312	\$77.00	876-000313	\$213.00	876-000314	
Carefx Fusion Patient Mapping Agent	\$1.25	STL-000237	\$5.40	STL-000403	\$6.70	STL-000402	
Carefx Fusion User Mapping Agent	\$1.25	876-000318	\$5.40	876-000319	\$6.70	876-000320	
Carefx Sentryfx Audit Log	\$15.00	876-000321	\$29.00	876-000322	\$81.00	876-000323	
Novell Identity Manager	\$2.00	976-000289	\$8.00	976-000290	\$10.00	976-000291	
Novell Identity Manager / Provisioning Module Bundle	\$3.00	976-000354	\$13.00	976-000355	\$16.00	976-000356	
Novell Identity Manager Provisioning Module	\$1.50	976-000344	\$6.50	976-000345	\$8.00	976-000346	
Novell Identity Manager Integration Module for Database	\$1.20	976-000294	\$5.60	976-000295	\$7.00	976-000296	
Novell Identity Manager Integration Module for Tools	\$1.20	976-000339	\$5.60	976-000340	\$7.00	976-000341	
Novell Identity Manager Integration Module for Enterprise	\$1.20	976-000304	\$5.60	976-000305	\$7.00	976-000306	
Novell Identity Manager Integration Module for Enterprise - Custom Edition	\$0.60	876-000236	\$2.80	876-000237	\$3.50	876-000238	
Novell Identity Manager Integration Module for Mainframe for 800 Series MVS	\$1.20	976-000319	\$5.60	976-000320	\$7.00	976-000321	
Novell Identity Manager Integration Module for Mainframe for 900 Series MVS	\$1.20	976-000322	\$5.60	976-000323	\$7.00	976-000324	
Novell Identity Manager Integration Module for Help Desk	\$1.20	976-000309	\$5.60	976-000310	\$7.00	976-000311	
Novell Identity Manager Integration Module for Education	\$1.20	976-000299	\$5.60	976-000300	\$7.00	976-000301	
Novell Identity Manager Integration Module for Linux and Unix	\$2.00	976-000379	\$9.00	976-000380	\$11.00	976-000381	
Novell Identity Manager Integration Module for Midrange	\$1.20	976-000329	\$5.60	976-000330	\$7.00	976-000331	
Novell Identity Manager Integration Module for PBX	\$1.20	976-000334	\$5.60	976-000335	\$7.00	976-000336	
The Edustructures products listed below are available in the U.S. and Canada only.							
Edustructures SIFWorks Enterprise ZIS Academic License	\$3.75	876-000056	\$54.50	876-000184	\$68.50	876-000186	
Edustructures SIFAgent for SASIxp Academic License	\$1.00	STL-000158	\$14.00	STL-000283	\$16.75	STL-000285	
X Novell Storage Manager	\$1.00	876-000408	\$4.75	876-000409	\$6.00	876-000410	
GroupWise/NetMail Bundle	\$1.25	STL-000123	\$5.50	STL-000263	\$7.00	STL-000265	
iChain	\$0.60	976-000168	\$2.80	976-000252	\$3.50	976-000254	
iFolder	\$1.25	STL-000104	\$5.50	STL-000257	\$7.00	STL-000259	
Novell Open Enterprise Server	\$3.50	876-000103	\$17.75	876-000230	\$22.00	876-000232	
Novell Nterprise Linux Services	\$1.25	STL-000186	\$5.50	STL-000365	\$7.00	STL-000367	
When ordering the exteNd products listed below please CIRCLE the applicable media platform.							
X Novell exteNd Director Enterprise NW / Solaris / Red Hat / SUSE / Windows	\$3.00	876-000273	\$13.00	876-000274	\$16.00	876-000275	
Novell exteNd Composer Enterprise NW / Solaris / Red Hat / SUSE / Windows	\$3.00	876-000276	\$13.00	876-000277	\$16.00	876-000278	
Novell exteNd Application Server Enterprise Edition Solaris / Red Hat / SUSE / Windows	\$0.75	876-000309	\$3.50	876-000310	\$4.50	876-000311	
Novell exteNd Professional Suite NW / Solaris / Red Hat / SUSE / Windows	\$2.00	876-000303	\$8.00	876-000304	\$10.00	876-000305	
Novell exteNd Enterprise Suite NW / Solaris / Red Hat / SUSE / Windows	\$6.00	876-000306	\$26.00	876-000307	\$32.00	876-000308	
Novell exteNd Composer Telnet Connect	\$0.60	876-000279	\$2.80	876-000280	\$3.50	876-000281	

Product Description		FTE Model		Workstation Model		Dept Workstation Model	
		USD	Part Number	USD	Part Number	USD	Part Number
	Novell exteNd Composer JMS Connect	\$0.60	876-000282	\$2.80	876-000283	\$3.50	876-000284
	Novell exteNd Composer 3270 Connect	\$0.60	876-000285	\$2.80	876-000286	\$3.50	876-000287
	Novell exteNd Composer 5250 Connect	\$0.60	876-000288	\$2.80	876-000289	\$3.50	876-000290
	Novell exteNd Composer CICS RPC Connect	\$0.60	876-000291	\$2.80	876-000292	\$3.50	876-000293
	Novell exteNd Composer HTML Connect	\$0.60	876-000294	\$2.80	876-000295	\$3.50	876-000296
	Novell exteNd Composer EDI Connect	\$0.60	876-000297	\$2.80	876-000298	\$3.50	876-000299
	Novell exteNd Composer SAP Connect	\$0.60	876-000300	\$2.80	876-000301	\$3.50	876-000302
	Novell Audit	\$1.25	876-000365	\$5.50	876-000366	\$7.00	876-000367
X	SecureLogin	\$1.50	STL-000096	\$6.50	STL-000253	\$8.00	STL-000255
	SUSE LINUX Enterprise Server + NLS Bundle	\$3.50	876-000258	\$17.75	876-000259	\$22.00	876-000260
	SUSE LINUX Enterprise Server for X86 and for AMD64	\$2.25	876-000263	\$9.75	876-000264	\$12.00	876-000265
	SUSE LINUX Enterprise Server for Itanium Processor Family	\$2.25	876-000268	\$9.75	876-000269	\$12.00	876-000270
	Novell Linux Desktop 9 for x86	\$1.25	876-000099	\$5.50	876-000224	\$7.00	876-000226
	ZENworks Desktop Management	\$1.50	876-000145	\$6.50	876-000146	\$8.00	876-000147
	ZENworks Handheld Management	\$1.50	876-000150	\$6.50	876-000151	\$8.00	876-000152
	ZENworks Server Management	\$1.50	876-000155	\$6.50	876-000156	\$8.00	876-000157
	ZENworks Suite (Includes ZENworks Desktop Management, ZENworks Server Management, ZENworks Handheld Management, ZENworks LINUX Management, and a limited subscription to ZENworks Patch Management)	\$6.00	876-000132	\$26.00	876-000133	\$32.50	876-000134
	ZENworks Linux Management	\$1.50	876-000160	\$6.50	876-000161	\$8.00	876-000162
X	ZENworks Asset Management	\$3.00	876-000166	\$20.00	876-000167	\$25.00	876-000168
<p>When ordering ZENworks Patch Management listed below please mark the number of subscriptions if applicable. Due to one key per server, if using the product on multiple servers, you will need to request additional subscriptions. Example: If you have 10,000 nodes across 3 servers, you will need 3 subscriptions and then allocate the number of nodes per server.</p>							
X	ZENworks Patch Management Subscription for Windows Number of subscriptions needed, if more than one _____ Quantity of nodes per server(s) _____	\$1.50	876-000084	\$6.50	876-000214	\$8.00	876-000216
	SUSE LINUX Enterprise Server/ZENworks Linux Management/Novell Linux Desktop Bundle	\$5.00	876-000326	\$21.75	876-000327	\$27.00	876-000328
X	Value Bundle I* - (counts as four product menu choices)	\$6.50	976-000359	\$31.50	976-000360	\$39.00	976-000361
	Value Bundle II* - (counts as four product menu choices)	\$8.50	976-000362	\$41.00	976-000363	\$51.50	976-000364
<p>*Value Bundle I Contains Open Enterprise Server, ZENworks Desktop Management, ZENworks Server Management, NetMail, Novell Identity Manager, GroupWise. Value Bundle II Contains Open Enterprise Server, ZENworks Suite, NetMail, Novell Identity Manager, GroupWise. Add-on products may be purchased for an additional price.</p>							
Total Bundled Price \$				76.50			

Include any Perpetual Licenses, Premium Service, and/or Training Vouchers purchased below that are not part of the ALA Annual Fee. See the USD Corporate Price List for part number and pricing information, <http://www.novell.com/licensing/price/>.

Perpetual Licenses			
Part Number	Description	Price	Extended Price

Premium Service			
Part Number	Description	Price	Extended Price
051-002110	Premium Academic 10 Incident Pack	\$4800	\$4800

Training Vouchers				
Quantity	Part Number	Description	Price	Extended Price
34	662644433974	Education Training Vouchers	\$370	\$11470

STUDENT SERVICES

JUNE 27, 2006

TOPIC: AGREEMENT – NORTHWOODS RESORT AND CONVENTION CENTER

TO THE SUPERINTENDENT/PRESIDENT:

Approval is requested to enter into a booking agreement with the Northwoods Resort and Convention Center for the purpose of holding an ASB Retreat. The purpose of the retreat is to set annual goals and leadership training. Facilitation/speakers expenses not to exceed \$2,000. The retreat will take place on July 7-9, 2006 in Big Bear, California.

Fiscal Impact: ASB budgeted item, not to exceed \$10,000.00

RECOMMENDATION:

It is recommended that the Board of Trustees approve 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.

REFERENCE FOR AGENDA: YES

Signed Willard Jewallen
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 _____

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

GENERAL INFORMATION

ORGANIZATION: VICTOR VALLEY COLLEGE
FUNCTION NAME: Victor Valley College
CONTACT(s): Deanna Murphy
TELEPHONE: 760-245-4271
FAX: 760-241-5723

Date: May 30, 2006
MKT: EDUCATION
DATE(s): July 07, 2006 - July 09, 2006
ADDRESS: 18422 Bear Valley Road
CITY: Victorville, CA 92392

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

Date:	7/7/06	7/8/06	7/9/06
Day:	Fri	Sat	Sun
King:	7	6	c/o
Double Queen:	8	6	c/o
Suite:	1	1	c/o
TOTAL:	16	13	c/o

Rates Per Night*: Single/Double: **\$129.00** Triple: **\$139.00** Quad: **\$149.00** Suites/Hospitality: upgraded at **\$129.00**

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

RESERVATION: Rooming List Due Date: **06/21/2006**

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

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

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

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

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

MEETING AGENDA

Date	Start Time	End Time	Function	Room	Setup	Agf	Room Rental
7/7/2006	8:00 AM	12:00 PM	Meeting	Moonridge/Pineknott	Conference	40	Waived
7/7/2006	12:00 PM	1:00 PM	Lunch	Moonridge/Pineknott	Existing Setup	40	
7/7/2006	1:00 PM	5:00 PM	Meeting	Moonridge/Pineknott	Existing Setup	40	
7/7/2006	5:00 PM	7:00 PM	Dinner	Stillwells Deck	Existing Setup	40	
7/7/2006	7:00 PM	12:00 AM	Meeting	Moonridge/Pineknott	Existing Setup	40	
7/8/2006	12:00 AM	8:00 AM	Meeting	Moonridge/Pineknott	Existing Setup	40	
7/8/2006	8:00 AM	9:00 AM	Breakfast	Moonridge/Pineknott	Existing Setup	40	
7/8/2006	9:00 AM	12:00 PM	Meeting	Moonridge/Pineknott	Existing Setup	40	
7/8/2006	12:00 PM	1:00 PM	Lunch	Moonridge/Pineknott	Existing Setup	40	
7/9/2006	1:00 PM	12:00 AM	Meeting	Moonridge/Pineknott	Existing Setup	40	
7/9/2006	12:00 AM	8:00 AM	Meeting	Moonridge/Pineknott	Existing Setup	40	
7/9/2006	8:00 AM	9:00 AM	Breakfast	Moonridge/Pineknott	Existing Setup	40	
7/9/2006	9:00 AM	1:00 PM	Meeting	Moonridge/Pineknott	Existing Setup	40	

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MEETING ROOM RENTAL: Please note that the meeting room rental has been waived based on your planned food and beverage functions and guestroom commitment. If these plans should be altered in any way so as to reduce your attendance or catered food and beverage functions, **Northwoods Resort** reserves the right to assess additional meeting room rental.

MEETING/BANQUET ARRANGEMENTS: **Northwoods Resort** reserves the right to reduce meeting space requirements based upon final guarantee. Additional charges will be applied in the event of any changes made concerning meeting and functions space, including menus, set-up, size of group or additional space requirements, which are made **10 working days** or less prior to the date of the first scheduled event. These charges are not negotiable and are at the discretion of the Sales Manager.

CATERING/MEETING GUARANTEES: The hotel requires a final guarantee for event attendance Seven (7) working days prior to the event. Should the guaranteed attendance be reduced by more than 15% of the original estimate on this agreement, 85% of the original estimated attendance will be charged. Should this guarantee not be provided, the estimated attendance on this agreement will be used as the minimum guarantee and you will be charged for the estimated attendance.

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

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

AUDIO VISUAL EQUIPMENT: Audiovisual equipment is available for rental. We are not liable for lost or damaged equipment when group provides their own equipment.

PAYMENT SCHEDULE: It is agreed that an advance payment of **\$1,000.00** for the estimated Guestroom, catering and/or miscellaneous charges will be due by **June 28, 2006** and will secure the group arrangements on a definite basis. Any additional charges and/or refunds will be settled at the conclusion of your event.

BILLING:

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

CANCELLATION POLICY: If the hotel is advised that this definite commitment is cancelled, a cancellation fee will be charged. The cancellation fee will be based upon the percentage shown below. The percentage will be applied to the group guestroom rate at the time the cancellation is submitted.

<u>NOTIFICATION OF CANCELLATION PRIOR TO ARRIVAL</u>	<u>PERCENTAGE OF ESTIMATED TOTAL ROOMS REVENUE</u>
0 - 30 days	80%
31 - 90 days	70%

In addition, should **VICTOR VALLEY COLLEGE** not pick up 85% of the total room nights reserved, all unused rooms will be considered cancelled and will be subject to the maximum cancellation fee stated above. The above scale will also apply to the estimated catering/meeting revenues based on the requested catering/meeting needs stated on this agreement.

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

All Guestrooms and Meeting Space will be held on a tentative basis and released on **June 14, 2006** without a signed Group Booking Agreement.

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

NORTHWOODS RESORT

Signature: _____
Kelsey Dermody, Sales Coordinator
Date: _____

VICTOR VALLEY COLLEGE

Signature: Shirley Snell-Gonzalez
Shirley Snell-Gonzalez
Date: 5/30/06

JUNE 27, 2006

HUMAN RESOURCES

TOPIC: PURCHASE OF LIVE-SCAN FINGERPRINTING EQUIPMENT

TO THE SUPERINTENDENT/PRESIDENT:

The present live-scan fingerprinting equipment is outdated, and a maintenance agreement is no longer available for this equipment. Therefore, the district desires to purchase a new live-scan fingerprinting system.

Fiscal impact: Budgeted item, \$11,927

RECOMMENDATION:

It is recommended the Board of Trustees approve the purchase of a new live-scan fingerprinting system, including support system, installation, training, and warranty upgrade as listed.

REFERENCE FOR AGENDA: YES

Signed: W. SCHMIDT
Director, Human Resources

TRANSMITTED TO THE BOARD WITH A FAVORABLE RECOMMENDATION:

Signed: P. Spencer
Superintendent/President

ACTION TAKEN BY THE BOARD:

MOTION _____

SECOND _____

INFORMATION ONLY _____

Ayes _____ Noes _____



Customer Quotation

Identix, Incorporated
 5600 Rowland Road
 Minnetonka, MN 55343
 Tel: (952) 832-0888 Fax: (952) 832-7181
 TIN #: 94-2842496

Your Account Manager is:
Name: Allen Sypherd
 Please Send Purchase Order to the Address Below:
Addr: 4100 East Jurupa, Suite 102
 Ontario, CA 91761
Tel: 909-605-7737
Fax: 909-605-7739
Email: allen.sypherd@identix.com

Quotation Information			
Number	Date	Valid Until	Comments (if applicable)
AS-12377	6/13/2006	9/7/2006	None

Quote Issued To:
 Victor Valley College
 18422 Bear Valley Road
 Victorville, CA 92395
 USA
ATTN: Rocio Chavez
TEL: (760) 245-4271 x2232
FAX:
EMAIL: chavezr@vvc.edu

Shipping Address:
 Victor Valley College
 18422 Bear Valley Road
 Victorville, CA 92395
 USA
ATTN: Rocio Chavez
TEL: (760) 245-4271 x2232
FAX:
EMAIL: chavezr@vvc.edu

Billing Information:
 Victor Valley College
 18422 Bear Valley Road
 Victorville, CA 92395
 USA
ATTN: Rocio Chavez
TEL: (760) 245-4271 x2232
FAX:
EMAIL: chavezr@vvc.edu

Customer Type	C.O.D.	Payment Terms	Chg PO #	Special Pricing
S&L Non Law Enforcement	Origin	Net 30		

Model Number	Description	Quantity	Product Pricing	
			Unit	Final Price
Configuration Name Product	Sys_1.S_1			
TP-3100XDFS-ED	TouchPrint™ 3100 enhanced definition Desktop Live Scan System w/ Flat Panel Monitor. Includes Stylized Appliance, Application Software with Slap to Roll Matching & Desktop PC running XP. 1 yr. Help Desk included.	1	\$8,485.00	\$8,485.00
TP-COMX-NECFTP	NATMS AFIS Protocol Support w/ FTP: Compression Support Package with FTP Provides Support for NEC NATMS Protocol Communications Over TCP/IP/FTP Wide Area Network Connections w/ WSQ compression.	1	\$750.00	\$750.00
TP-CSTX-CA001	California Live Scan Enterprise Customization. TOTs: APP, CRM, IDN, REG; Cards: FD258-e/L, FT249-e/L, CA HAND-e/L. Other: Transmits to CADQJ NATMS; Return Msg: No.	1	\$0.00	\$0.00
Warranty Service				
3100XDFS-W95	Annual Warranty Upgrade 9/5	1	\$442.00	\$442.00
IAT				



Customer Quotation

Identix, Incorporated
 5800 Rowland Road
 Minnetonka, MN 55343
 Tel: (952) 932-0888 Fax: (952) 932-7181
 TIN #: 94-2842496

Your Account Manager is:
Name: Allen Sypherd
 Please Send Purchase Order to the Address Below:
Addr: 4100 East Jurupa, Suite 102
 Ontario, CA 91761
Tel: 909-605-7737
Fax: 909-605-7739
Email: allen.sypherd@identix.com

Quotation Information			
Number	Date	Valid Until	Contract (if applicable)
AS-12573	6/9/2006	9/7/2006	None

Customer Type	FOB	Payment Terms	Cost PO #	Special Pricing
S&L Non Law Enforcement	Origin	Net 30		

Model Number	Description	Quantity	Product Pricing	
			Unit	Final Price
TP-IAT-1DAY	Installation and Training, One Day: Standard one day on-site installation and training service. Includes installation and training to be completed in one business day. Training for Operators (up to 6 people) and for System Managers (up to 4 people). Recommended for TP-3000, TP-3100 and TP-3500 series livecam systems. Includes travel and all related expenses.	1	\$2,125.00	\$2,125.00
Total for freight FOB Origin (Estimated):				\$125.00
Sys_1.5_1 Sub Total				\$11,927.00
Total for Extended Quantity System Configuration:				\$11,927.00

Additional Comments: SPO 035.01
 SPECIAL PRICING OFFER VALID FOR PURCHASE ORDERS OR FIRM WRITTEN COMMITMENTS TO PROVIDE A PO BY 6/21/06. A WRITTEN COMMITMENT SHOULD CONTAIN WORDING AS FOLLOWS: "Given our understanding of Identix' lead times and wishing to get into your manufacturing queue, we give our firm commitment to issue a purchase order, or a document equivalent to a purchase order, to buy the products listed in quote #AS-12573 in the amount of \$11,927 plus tax, with installation no later than 9/30/06."



Customer Quotation

Identix, Incorporated

5600 Rowland Road
Minnetonka, MN 55343
Tel: (952) 932-0888 Fax: (952) 932-7181
TIN #: 94-2842496

Your Account Manager:	
Name:	Allen Sypherd
Please Send Purchase Order to the Address Below:	
Addr:	4100 East Jurupa, Suite 102 Ontario, CA 91761
Tel:	909-605-7737
Fax:	909-605-7739
Email:	allen.sypherd@identix.com

Quotation Information			
Number	Date	Valid Until	Contract (Applicable)
AS 12573	6/12/2006	9/7/2006	None

Customer Type	F.O.B.	Payment Terms	Buyer P.O. #	Special Pricing
S&L Non_Law Enforcement	Origin	Net 30		

Stated prices do not include any sales, use, value added, federal, state local or other taxes, or any custom duties. All such taxes or duties shall be paid by customer, or in lieu thereof, customer shall provide an appropriate tax exemption form. Customer shall in its purchase order specifically include the applicable sales tax amount or provide a current tax exemption certificate. Without the applicable tax amount or a tax exemption certificate, Identix will not enter the purchase order. Identix reserves the right to invoice customer for sales tax calculation in customer's purchase order that is insufficient.

General Terms and Conditions:

- 1) This Quotation is valid for 90 days from the date of Quotation.
- 2) Purchase Order must reference correct Quotation Number and Date of Quotation.
- 3) Unless otherwise agreed to in writing by Identix, all sales of Identix hardware products, and all licenses of Identix software, are subject to Identix' standard terms and conditions of sale and license.
- 4) Unless otherwise agreed to in writing by Identix, all products are subject to Identix' standard warranty, at the quoted Warranty Service Level, for a period of one year from the date of installation.
- 5) Unless otherwise agreed to in writing by Identix, Products are sold FOB - Identix Factory, Minnetonka, MN. Prices are exclusive of shipping, handling and freight charges, which are separately identified in the Quotation, and which are the sole responsibility of the purchaser.
- 6) Stated prices do not include any sales, use, value added, federal, state or local or other taxes, or any customs duties. All such taxes or duties shall be paid by customer, or, in lieu thereof, customer shall provide an appropriate tax exemption form. Customer shall in its purchase order specifically include the applicable sales tax amount or provide a current tax exemption certificate. Without the applicable tax amount or a tax exemption certificate, Identix will not enter the purchase order. Identix reserves the right to invoice customer for sales tax in the event the calculated amount in customer's purchase order is insufficient.
- 7) Subject to credit approval by Identix, all payments are due in full net thirty (30) days from date of invoice. In the event Identix does not approve such credit, other payment terms must be agreed upon by the parties.
- 8) Prices are exclusive of engineering or other labor service charges provided by Identix at the request of purchaser, unless such engineering or other labor is expressly covered by warranty and otherwise required directly as a result of defects in materials or workmanship. Engineering and other labor services, as well as parts and materials, provided by Identix outside of applicable warranty shall be paid for by the purchaser at Identix' then current time and materials charges.
- 9) Identix provided maintenance support following the warranty period is recommended by Identix. Help Desk, On-Site and 24/7 maintenance support programs are available, subject to execution of Identix Standard Maintenance Agreement.
- 10) Where applicable, in sole judgment of Identix, this Quotation is subject to existing contract pricing between Identix and the purchaser. Current contract number must be identified on the Purchase Order.
- 11) Any discount prices are for like quantities ordered on the same Purchase order. Quantities are not cumulative. Any change in the quantity ordered may affect price. Contact Identix for new quote with desired quantities.
- 12) This Quotation and these terms and conditions apply to domestic U.S. orders only.
- 13) This Quotation is Identix Incorporated proprietary.

Quotation Prepared for Identix Incorporated by:

Date: 6/12/06

ADMINISTRATIVE SERVICES

JUNE 27, 2006

TOPIC: MOU WITH VICTOR VALLEY HIGH SCHOOL FOR ACE ACADEMY

TO THE SUPERINTENDENT/PRESIDENT:

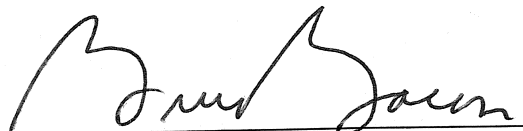
The District wishes to enter into a memorandum of understanding with Victor Valley High School to be a partner and to act as fiscal agent for a new Arts, Communications, and Entertainment Academy grant. The grant will be submitted to the State Chancellor's Office this month. If the grant is funded it will create and expand the visual, performing and communication arts by creating a unique environment in which students may find support and paths leading to careers in the Fine Arts.

Fiscal Impact: In partnership with Victor Valley High School we will submit a grant proposal for \$250,000 over a 24 month period.

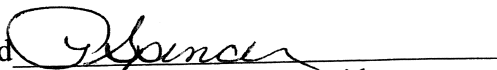
RECOMMENDATION:

It is recommended that the Board of Trustees approve the MOU with Victor Valley High School as submitted.

REFERENCE FOR AGENDA: YES

Signed: 
Vice President, Administrative Services

TRANSMITTED TO THE BOARD WITH A FAVORABLE RECOMMENDATION.

Signed 
Superintendent/President

ACTION TAKEN BY THE BOARD:

MOTION _____

SECOND _____

Ayes ___ Noes ___

INFORMATION ONLY _____

Memorandum of Understanding
Victor Valley College for Victor Valley High School
Arts, Communication, and Entertainment Academy (ACE Academy)

Responsibilities of Victor Valley College

The Victor Valley College Project Manager will work with the Victor Valley High School Project Director, Maria Gordon. Victor Valley College will monitor the delineated grant objectives and outcomes and ensure compliance by communicating with the Victor Valley High School Project Director. Victor Valley College will actively participate in the project as evidenced by signing this Memorandum of Understanding as a commitment to the goals of the project.

Victor Valley College will act as the fiscal agent for the Arts, Communication, and Entertainment Academy grant (Strengthening Career Technical Education Programs) and will monitor the expenditure of funds, and grant compliance. Victor Valley College must retain copies of all documents for future reference for at least five years after the project's financial statements have been closed.

Victor Valley College understands the grant requirements and will comply with all the stated demands of the grant including monitoring:

Victor Valley High School Objectives:

1. Align existing technical preparation programs and career technical education curriculum between high schools, and/or ROCs, and Victor Valley Community College to create, expand or transform foundation career technical education areas that support emerging career opportunities with the addition of new technologies or new conditions.
2. Address the contemporary skill needs of business and industries
3. Provide accelerated education and training for those students who choose to be prepared for career and technical employment opportunities in less traditional and more expeditious methods while maintaining and or improving student competencies.
4. Support professional development in-service workshops for instructors, especially those focused on assisting instructors understand and apply CTE standards embedded in the CTE curriculum, thereby increasing course rigor
5. Establish, expand or improve sequenced courses of study in secondary schools, academies, or ROCs, culminating in capstone courses that are articulated directly into community college or apprenticeship programs
6. Create new articulated courses between high schools, ROCs and community colleges and, where appropriate, four-year institutions. Ensure that curriculum meets California Department of Education (CDE) Career Technical Education standards and/or industry standards.
7. Explore new and more relevant career and technical practicum models that integrate coursework and student internship for secondary students such as ROCP

- teacher-supervised community classroom and cooperative work experience education methodologies or orientation to apprenticeship.
8. Disseminate materials and curriculum to middle schools, high schools, ROCPs and community colleges.

Responsibilities of Victor Valley High School

Victor Valley High School will communicate and collaborate with the Victor Valley High School fiscal agent regarding all proposed expenditures and will ensure that all expenditures comply with the grant requirements.

Victor Valley High School will promote the registration of The Arts, Communication, and Entertainment Communication Academy students into articulated courses at Victor Valley College.

Victor Valley High School will develop model programs, articulating course work, aligning curriculum, and developing advisory groups to link education with business, industry and labor. Projects will use a phased or sequenced approach that is responsive to local and regional labor market demands. Projects will build on existing effective practices, and will include broad based advisory groups made up of a majority of business and industry representatives and representatives of participant high schools, Regional Occupation Center, Victor Valley Community college and labor.

Victor Valley High School will develop a sequence of CTE courses that includes a career ladder/pathway approach with introductory courses offered through high school classes, or capstone classes offered through ROCP, leading to articulated classes at one or more community colleges

Victor Valley High School will update course content in collaboration with Victor Valley to include newly adopted State CTE Standards (www.cde.ca.gov/re/pn/fd/)

Victor Valley High School will increase rigor by identifying the academic standards embedded in CTE curriculum through professional development workshops offered for CTE teachers

Victor Valley High School will establish sequenced courses of study in secondary schools and ROCPs which provide for a clear and streamlined path for capstone courses directly into the community college

Victor Valley High School will establish work-based learning programs

Victor Valley High School will acquire updated instructional equipment

Victor Valley High School will assist start ups statewide for other schools desiring to replicate the project

This memorandum of understanding is a legal and binding document between Victor Valley College, fiscal monitor of the Victor Valley High School Arts, Communication, and Entertainment Academy grant (Strengthening Career Technical Education Programs), and Victor Valley High School to form a partnership and bridge between VVC and VVHS programs.

Pat Spencer **Date**
Victor Valley College President

John E. Rude **Date**
Victor Valley College Dean of Instruction

Bruce Baron **Date**
Victor Valley College Financial Agent

Elvin Momon **Date**
Victor Valley High School

Maria Gordon **Date**
Victor Valley High School

BOARD OF TRUSTEES

JUNE 27, 2006

TOPIC: BOARD OF TRUSTEES' RETREAT

The Board will plan for a Board of Trustees' retreat. Because of conflicting schedules the board should discuss setting alternate dates.

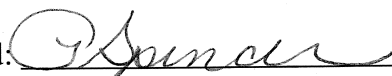
Fiscal Impact: N/A

RECOMMENDATION:

It is recommended that the Board discuss alternate dates for the Board of Trustees retreat. The dates to consider are September 13-14, 2006 or September 20-21, 2006.

REFERENCE FOR AGENDA: NO

TRANSMITTED TO THE BOARD WITH A FAVORABLE RECOMMENDATION:

Signed:  _____
Superintendent/President

ACTION TAKEN BY THE BOARD:

MOTION _____

SECOND _____

Ayes ____ Noes ____

INFORMATION ONLY _____

012

SUPERINTENDENT/PRESIDENT

JUNE 27, 2006

TOPIC: AGREEMENT – NORTHWOODS RESORT AND CONVENTION CENTER

TO THE BOARD OF TRUSTEES:

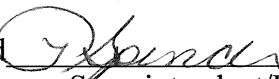
The District desires to enter into a booking agreement with the Northwoods Resort and Convention Center for the purpose of holding a Leadership Team Retreat for the Victor Valley College managers. The purpose of the retreat is how we can better serve students and the District. Facilitation/speakers expenses not to exceed \$2,000. The retreat will take place on July 28-29, 2006 in Big Bear, California.

Fiscal Impact: Budgeted Item, Staff Development Funds \$10,000

RECOMMENDATION:

It is recommended that the board approve the booking agreement with the Northwoods Resort and Convention Center and the expenses for the facilitation/speakers not to exceed \$2,000 for the purpose of holding a Leadership Team Retreat for the Victor Valley College managers on July 28-29, 2006 in Big Bear, California

REFERENCE FOR AGENDA: YES

Signed  _____
Superintendent/President

ACTION TAKEN BY THE BOARD:

MOTION _____

SECOND _____

Ayes ___ Noes ___

INFORMATION ONLY _____

NORTHWOODS RESORT GROUP BOOKING AGREEMENT

P.O. Box 2943 - 40650 Village Drive - Big Bear Lake, CA 92315

Phone (800) 866-3121 - Fax (909) 866-1451

GENERAL INFORMATION

ORGANIZATION: VICTOR VALLEY COLLEGE
FUNCTION NAME: VVC Leadership Team Retreat
CONTACT(s): Shirley Snell Gonzalez
TELEPHONE: 760-245-4271
FAX: 760-241-5723

Date: May 8, 2006
MKT: Education
DATE(s): July 28, 2006 - July 29, 2006
ADDRESS: 18422 Bear Valley Road
CITY: Victorville, CA 92392

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

Date: 7/28/2006 7/29/2006
Day: Friday Saturday
King:
Double Queen: 20 c/o
TOTAL: 20 c/o

Rates Per Night*: Single/Double: **\$119.00** Triple: **\$129.00** Quad: **\$139.00**

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

RESERVATION: Rooming List Due Date: **07/12/2006**

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

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

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

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

MEETING REQUIREMENTS: The following Meeting Agenda states the space we are holding based on your requirements as we currently understand them. We will allow an additional 1/2 hour prior to your meeting for your setup if necessary. Please review the program and advise us of any changes or additional space needs. We will make every effort to accommodate your needs provided space is available.

MEETING AGENDA

Date	Start Time	End Time	Function	Room	Setup	Agr	Room Rental
7/28/2006	8:00 AM	8:00 PM	Meeting	Timbers		40	150.00
7/29/2006	8:00 AM	3:00 PM	Meeting	Timbers		40	

MEETING ROOM RENTAL: Please note that the meeting room rental has been reduced to **\$150.00**, based on your planned food and beverage functions and guestroom commitment. If these plans should be altered in any way so as to reduce your attendance or catered food and beverage functions, **Northwoods Resort** reserves the right to assess additional meeting room rental.

MEETING/BANQUET ARRANGEMENTS: **Northwoods Resort** reserves the right to reduce meeting space requirements based upon final guarantee. Additional charges will be applied in the event of any changes made concerning meeting and functions space, including menus, set-up, size of group or additional space requirements, which are made **10 working days** or less prior to the date of the first scheduled event. These charges are not negotiable and are at the discretion of the Sales Manager.

CATERING/MEETING GUARANTEES: The hotel requires a final guarantee for event attendance Seven (7) working days prior to the event. Should the guaranteed attendance be reduced by more than 15% of the original estimate on this agreement, 85% of the original estimated attendance will be charged. Should this guarantee not be provided, the estimated attendance on this agreement will be used as the minimum guarantee and you will be charged for the estimated attendance.

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

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

AUDIO VISUAL EQUIPMENT: Audiovisual equipment is available for rental. We are not liable for lost or damaged equipment when group provides their own equipment.

PAYMENT SCHEDULE: It is agreed that, with approved credit, the guestrooms, catering charges and/or other charges you so designate will be direct billed and due within **30 days** from the billing date.

Please complete the following, if different from the above contact and address, as the person who the final invoice should be mailed to:

Responsible for invoice (name): _____
Title: _____
Mailing address: _____
Phone: _____
Fax: _____

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

CANCELLATION POLICY: If the hotel is advised that this definite commitment is cancelled, a cancellation fee will be charged. The cancellation fee will be based upon the percentage shown below. The percentage will be applied to the group guestroom rate at the time the cancellation is submitted.

<u>NOTIFICATION OF CANCELLATION PRIOR TO ARRIVAL</u>	<u>PERCENTAGE OF ESTIMATED TOTAL ROOMS REVENUE</u>
0 – 30 days	80%
31 – 90 days	70%
91 – 120 days	60%

In addition, should **VICTOR VALLEY COLLEGE** not pick up 85% of the total room nights reserved, all unused rooms will be considered cancelled and will be subject to the maximum cancellation fee stated above. The above scale will also apply to the estimated catering/meeting revenues based on the requested catering/meeting needs stated on this agreement.

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

All Guestrooms and Meeting Space will be held on a tentative basis and released on *May 17, 2006* without a signed Group Booking Agreement.

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

NORTHWOODS RESORT

Signature: _____

Kindal Voss, Sales Manager

Date: _____

VICTOR VALLEY COLLEGE

Signature: _____

Date: _____

ADMINISTRATIVE SERVICES

JUNE 27, 2006

TOPIC: 2006-2007 TENTATIVE BUDGET

TO THE SUPERINTENDENT/PRESIDENT:

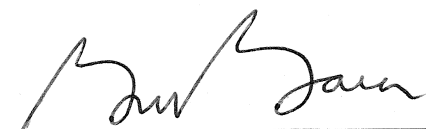
Based upon the Governor's Budget and the May Revise, a Tentative General Operating Budget has been prepared which includes estimated revenues and expenditures for 2006-2007.

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.

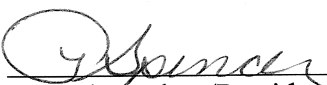
RECOMMENDATION:

The District recommends that the Board of Trustees approve the Tentative General Operating Budget for 2006-2007.

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 College
2006-07 Tentative General Fund Budget
Key Budget Development Assumptions

REVENUE ASSUMPTIONS

- The budget includes repayment of \$3,916,014 in unearned 2005-2006 growth funds. These funds will be taken back by the state as a prior year adjustment.
- The District growth target is 11.01%. No growth funding is being added to the budget until growth is earned based on the 2005-2006 experience. The investment of approximately \$750,000 in new sections to meet growth must be funded from existing dollars.
- The Cost-of-Living Adjustment (COLA) is budgeted at 5.92% based on the recommendations of the Legislative Budget Conference Committee dated June 10, 2006.
- Equalization is funded at \$3,607,286 based on the recommendations of the Legislative Budget Conference Committee dated June 10, 2006 using the allocation model developed by the SB 361 implementation task force (Robert Turnage memo dated March 15, 2006).
- Fee income is reduced by twenty percent (20%) to reflect the possible reduction of fees from \$26 to \$20 per unit in January 2007 per the recommendations of the Legislative Budget Conference Committee.

EXPENDITURE ASSUMPTIONS

- Cost of step and column salary increases is funded right off the top of the COLA funding.
- A reserve equal to 5.92% COLA is being established for collective bargaining.
- A total of \$450,000 is set aside for new positions. All vacancy funding is removed from positions and supports this budget.
- The Unrestricted Reserve is being funded at the minimum level set by the District Board and the State Chancellor's Office of 5%.
- We will set aside \$134,000 for retiree benefits to fully comply with the GASB 43/45 requirements.
- Full funding of \$207,000 is being provided to implement the classification study (market-based salary study) for all employees.
- Year three of the three year payback of the High Desert COLA is funded at \$234,000.
- Funds needed for growth (about \$750,000) will come from within the existing budget.
- Funding will be provided to meet highest priority needs identified through the shared governance budget processes. Final amounts for allocation will be determined at the final budget passage.
- Instructional supply budgets will be implemented at last year's base plus augmentations intended to be ongoing. Allocations for one-time needs will not be reallocated but will be part the budget request process.

**Victor Valley College
2006-07 Tentative Budget
(Unrestricted and Restricted)**

	<u>2005-2006</u> <u>Projected</u>		<u>2005-2006</u> <u>Projected</u>		<u>2006-2007</u> <u>Tentative</u>		<u>2006-2007</u> <u>Tentative</u>	
Beginning Fund Balance	<u>\$1,161,122</u>		<u>\$433,000</u>		<u>\$2,033,666</u>		<u>\$866,000</u>	
Category	2005-06 Unrestricted Projected	% of Total	2005-06 Restricted Projected	% of Total	2006-07 Unrestricted Tentative Budget	% of Total	2006-07 Restricted Tentative Budget	% of Total
ESTIMATED REVENUES								
Federal	\$0	0.0%	\$1,608,000	23.6%	\$0	0.0%	\$1,670,000	23.8%
State	\$33,750,000	75.9%	\$5,000,000	73.4%	\$36,101,000	77.6%	\$5,100,000	72.6%
Local	<u>\$10,720,000</u>	<u>24.1%</u>	<u>\$200,000</u>	<u>2.9%</u>	<u>\$10,430,000</u>	<u>22.4%</u>	<u>\$258,000</u>	<u>3.7%</u>
Total Revenues	<u>\$44,470,000</u>	100.0%	<u>\$6,808,000</u>	100.0%	<u>\$46,531,000</u>	100.0%	<u>\$7,028,000</u>	100.0%
Expenditures								
Academic Salaries	\$19,415,000	46.3%	\$850,000	13.3%	\$22,000,000	47.6%	\$875,000	12.4%
Classified Salaries	\$8,400,000	20.0%	\$2,000,000	31.4%	\$10,000,000	21.6%	\$2,480,000	35.1%
Employee Benefits	\$7,135,000	17.0%	\$850,000	13.3%	\$8,700,000	18.8%	\$905,000	12.8%
Books and Supplies	\$575,000	1.4%	\$250,000	3.9%	\$575,000	1.2%	\$272,000	3.8%
Services and Operations	\$3,680,000	8.8%	\$1,025,000	16.1%	\$3,700,000	8.0%	\$1,067,000	15.1%
Capital Outlay	\$1,210,000	2.9%	\$900,000	14.1%	\$85,000	0.2%	\$922,000	13.1%
Reserves, Grants, and Transfers	\$713,159	1.7%	<u>\$500,000</u>	<u>7.8%</u>	\$713,000	1.5%	<u>\$544,000</u>	<u>7.7%</u>
High Desert Cola	\$234,022	0.6%			\$234,022	0.5%		
Golden Handshake	\$210,275	0.5%			\$0			
Post-employment benefits	\$200,000	0.5%			\$133,000	0.3%		
Vacation Liability	<u>\$125,000</u>	<u>0.3%</u>			<u>\$125,000</u>	<u>0.3%</u>		<u>0.0%</u>
Total Expenditures	<u>\$41,897,456</u>	100.0%	<u>\$6,375,000</u>	100.0%	<u>\$46,265,022</u>	100.0%	<u>\$7,065,000</u>	100.0%
Reserve to Cover Partial Repay of Unearned Growth Funds	<u>(\$1,640,000)</u>							
Net Increase/(Loss)	\$932,544				\$265,978			
Fund Balance	<u>\$2,093,666</u>	5.0%	<u>\$866,000</u>		<u>\$2,299,644</u>	5.0%	<u>\$829,000</u>	

JUNE 27, 2006

ADMINISTRATIVE SERVICES

TOPIC: AGREEMENT - TIER TECHNOLOGIES INC.

TO THE SUPERINTENDENT/PRESIDENT:

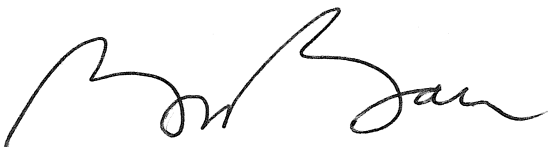
The district requests to renew the agreement with Tier Technologies Inc. to provide support for the Tier software program. Tier software is used for the online student registration system.

Fiscal Impact: Budgeted Item, \$7,127.00 for 2006-07

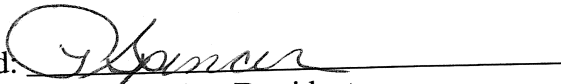
RECOMMENDATION:

It is recommended that the Board of Trustees approve the agreement with Tier Technologies Inc..

REFERENCE FOR AGENDA: YES

Signed: 
Vice President, Administrative Services

TRANSMITTED TO THE BOARD WITH A FAVORABLE RECOMMENDATION:

Signed: 
Superintendent/President

ACTION TAKEN BY THE BOARD:

MOTION _____

SECOND _____

INFORMATION ONLY _____

TIER TECHNOLOGIES, INC.
MASTER ANNUAL EXTENDED WARRANTY PLAN
TERMS AND CONDITIONS

This Master Annual Extended Warranty Plan (the "Agreement") is entered into by and between Tier Technologies, Inc., a Delaware Corporation having a place of business at 177 Technology Parkway, Auburn, Alabama 36830, hereinafter referred to as "Tier", and Victor Valley Community College, having a place of business at 18422 Bear Valley Road, Victorville, California 92392, hereinafter referred to as "Customer".

This Agreement shall become effective on the date signed by both parties.

This Agreement contains the terms and conditions under which Tier agrees to maintain software and hardware products identified herein for Customer (the "Extended Warranty Plan").

Customer as used in this Agreement shall refer to the Customer identified above and to those parent corporations, subsidiaries and/or divisions of Customer expressly approved in writing by Tier.

Customer acknowledges and agrees that any services provided hereunder may be provided by Tier, an Tier Affiliate(s) or an Tier subcontractor.

ALL CUSTOMER ORDERS UNDER THIS AGREEMENT SHALL BE DEEMED OFFERS AND ARE SUBJECT TO ACCEPTANCE BY TIER.

1. **SCOPE.** This Agreement sets forth the terms and conditions under which Tier shall maintain any or all Tier Hardware, Tier Software and/or Original Equipment Manufactured ("OEM") Hardware (collectively the "Products") furnished to Customer by Tier ("Extended Warranty Service"). The Products for which Customer has elected Extended Warranty Service are those shown on the Extended Warranty Plan Supplements signed by both parties and/or Customer Purchase Orders accepted by Tier which are incorporated herein by reference. Extended Warranty Service shall be performed at Tier offices whenever possible. Any travel hereunder shall be subject to Customer approval. For the purposes of this Agreement, the following terms shall be defined as follows:

- (i) "Affiliate(s)" shall mean any entity controlling, controlled by or under common control with Customer or Tier, as applicable.
- (ii) "Tier Hardware" shall mean any hardware produced and provided to Customer by Tier under a separate agreement between the parties.
- (iii) "Tier Software" shall mean any software owned by Tier or its Affiliates and separately licensed to Customer by Tier, or software development provided by Tier and owned by Customer.
- (iv) "OEM Hardware" shall mean any third party hardware resold to Customer by Tier under a separate agreement between the parties.

2. **PURCHASE ORDERS.** Customer may elect to submit Purchase Order(s) to Tier in connection with this Agreement. In the event that the terms and conditions on the Purchase Order conflict with the terms and conditions of this Agreement, this Agreement shall control. Acknowledgment signatures on Purchase Orders shall not serve to amend this Agreement.

3. **TERM OF THE PLAN.** The term of this Agreement shall be for one year ("Initial Term") and shall be automatically renewed for successive one year terms ("Renewal Term") unless terminated as set forth

herein (the Initial Term and all Renewal Terms are the "Term"). The Initial Term shall commence upon expiration of the applicable warranty on the Tier Hardware and/or OEM Hardware (the "Hardware Products"), and/or Tier Software. Extended Warranty Plan coverage shall be billed annually in advance. Billing for Products placed in service after the Initial Term commences shall be pro-rated on an annual basis for the remaining portion of the Initial Term or any Renewal Term and billed on the same date as those Products covered on the Initial/Renewal Term thereafter. Pro-rations shall be on the basis of a 365-day year.

4. **TERMINATION.** Extended Warranty Service may be canceled with respect of all Tier Hardware and/or all Tier Software and/or all OEM Hardware Products by either party only at the end of the Initial Term or any renewal Term by giving the other party at least sixty (60) days written notice in advance of the then-current term's expiration. Upon notification of the effective date of such cancellation, Tier shall return to Customer at Customer's expense any Products or property of Customer then in Tier's possession, and Customer shall be relieved of any obligation to pay any annual fees after the effective date of such cancellation. Termination shall not relieve or release any party of obligations for payment, confidentiality, or responsibilities, which by their nature should survive termination of this Agreement.

5. **NOTICES.** Any notice to be given hereunder by either party shall be in writing and shall be hand delivered or delivered by United States Certified Mail, Return Receipt Requested, to the other party at the address set forth below. Such notice shall be deemed given when received, as evidence by return receipt. Notices may further be delivered by telecopy (facsimile transmission) to the telecopy numbers set forth below; provided, that the telecopy is immediately followed by a copy sent by registered or certified mail as provided above.

Notices to Tier shall be addressed as follows:

Tier Technologies, Inc.
P.O. Box 3140
177 Technology Parkway
Auburn, Alabama 36830
Attention: Contracts Administrator
Telecopy No.: (334) 321-7285

Notices to Customer shall be addressed as follows:

Attention: _____

Facsimile: _____

If either party changes its address during the term hereof, it shall be that party's responsibility to so notify the other party in writing and any notice thereafter given shall be mailed or delivered to such new address

6. **SERVICE OBLIGATION.** Attached to this Agreement is an Extended Warranty Plan Supplement, which is incorporated herein by reference (the Service Plan). Any problems with Products covered under Extended Warranty Service which become evident during the Term of its Extended Warranty Plan will be fixed free of charge, except for expendable parts; provided that such problems have not been caused by use or misuse of the products for purpose for which they were not designed, unauthorized repair service or maintenance by Customer or a third party, unauthorized alteration or modification or such design, or other violation of Tier design specifications. Time spent by Tier personnel at the request of Customer to rectify any problems caused under such conditions will be charged to Customer at Tier's hourly rates then in effect.

Moreover, should it be necessary for Tier personnel to travel to Customer location, Customer will be contacted and Customer approval obtained before such travel occurs. Any such travel and living expenses incurred in this connection will be paid by Customer. Tier shall have no obligation to service Products hereunder if Customer is in breach of any of its obligations under this Extended Warranty Plan or the license or purchase agreement between Customer and Tier. Notwithstanding anything stated in this Agreement to the contrary, any warranty or maintenance obligations of Tier should expire upon expiration or termination of such license agreement. Furthermore, Tier's warranty and maintenance obligations will terminate upon any material breach by Customer of its contractual or license obligations.

A. **TIER SOFTWARE.** Under an Extended Warranty Plan, Tier shall service the Tier Software provided to the Customer by Tier and installed on Tier certified hardware in accordance with the Tier installation instructions or installed by Tier personnel so long as Customer does not modify, or cause to have modified by persons other than Tier personnel, those Products. Software support is provided remotely via modem by Tier personnel.

B. **HARDWARE PRODUCTS.** Under an Extended Warranty Plan, Tier shall use commercially reasonable efforts to repair any Hardware Products that malfunction under normal use and shall provide all labor and materials necessary, provided however such services do not cover accessories or expendable parts. Malfunctions which, in Tier's good faith judgement, are due to Customer's negligence, operator error, abnormal use or alterations or repairs not performed by authorized by Tier, will be repaired by Tier and Customer will be charged at Tier's hourly rates then in effect.

If an On-Site Hardware Extended Warranty Option is elected, Tier may contract with a third party to provide such on-site service for Hardware Products.

7. **SERVICE HOURS.** Service hours for Products are described in the applicable Extended Warranty Plan Supplement, provided Tier will observe the following U.S. Holidays: New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Day after Thanksgiving, and Christmas Day. These holidays may be changed by Tier upon sixty (60) days written notice to Customer.

8. **LOANER EQUIPMENT.** At Customer's request, and subject to availability, Tier may loan items of Tier Hardware ("Loaner Units") to Customer while Customer's equipment is being serviced. No Loaner Units of OEM Hardware will be provided. Loaner Units will be provided under the following terms and conditions:

A. Tier shall use commercially reasonable efforts to ship directly to Customer a Loaner Unit within four (4) hours after receiving a phone call from Customer during Tier service hours reporting Tier Hardware covered by Extended Warranty Services to be inoperable. Calls received outside Tier service hours will be serviced as quickly as possible. All shipments are subject to airline and/or common carrier schedules.

B. Customer will ship the defective Tier Hardware to the Tier Service Center on the first business day following report of trouble to Tier.

C. Tier shall use its commercially reasonable efforts to repair such malfunctioning units within three (3) business days after receipt of the unit at its Service Center.

D. Customer will return Loaner Unit at Customer's expense to Tier's Service Center within five (5) working days after repaired unit is received by Customer. If Customer does not return Loaner Unit to Tier within fifteen (15) working days after receipt of repaired unit, Customer will be invoiced for Loaner Unit.

9. **CHARGES FOR SERVICE.**

A. All Basic Charges, as defined in the Extended Warranty Plan Supplement, will be invoiced forty-five (45) days in advance. Additional charges will be invoiced as they are incurred. Invoices shall be due and payable at Tier's office in Auburn, Alabama, within thirty (30) days after date of invoice. All prices are quoted and payable in U.S. Dollars.

B. No hourly labor charges will be made for preparing Loaner Units for shipment if report of trouble is made to Tier during normal Service Hours. Requests for shipment of Loaner Units outside normal Service Hours will be charged at Tier Current Hourly Rates then in effect.

C. Tier may change the Basic Charges effective on any renewal date by giving Customer sixty (60) days prior written notice.

D. No Basic Charges shall be applied to any Products during the Warranty Period. Products which are added to this Agreement after expiration of warranty shall be subject to inspection by Tier, and repaired or fixed on a time and materials basis as necessary. Basic Charges shall begin immediately upon inspection or repair.

E. Customer to pay invoices for travel and living expenses and for any travel time expenses within thirty (30) days of receipt of invoice.

10. LIMITATION OF TIER LIABILITY.

A. Force Majeure. Tier shall not be responsible or liable for any failure to perform hereunder if such failure is caused by acts of God, acts of government, strikes or labor disputes, failures of transportation, fire, flood or other causality, failure of subcontractors or suppliers, or any other cause (whether or not similar in nature to any specified herein) beyond Tier's reasonable control.

B. LIMITATION OF LIABILITY. IN NO EVENT SHALL TIER'S OR ITS THIRD PARTY SERVICE PROVIDER'S LIABILITY TO CUSTOMER PURSUANT TO THIS AGREEMENT EXCEED THE AMOUNTS PAID BY CUSTOMER TO TIER DURING THE PRECEDING TWELVE (12) MONTHS IN CONNECTION WITH THE TIER ORDER UNDER WHICH SUCH LIABILITY AROSE. THE LIMITATION ON TIER'S LIABILITY IS CUMULATIVE, WITH ALL PAYMENTS TO CUSTOMER FOR CLAIMS OR DAMAGES UNDER THE APPLICABLE TIER ORDER BEING AGGREGATED TO DETERMINE SATISFACTION OF THE LIMIT. THE EXISTENCE OF ONE OR MORE CLAIMS OR SUITS WILL NOT ENLARGE THE LIMIT. THESE LIMITATIONS APPLY TO ALL CAUSES OF ACTION UNDER OR IN RELATION TO THIS AGREEMENT. NEITHER TIER NOR ITS THIRD PARTY SERVICE PROVIDER SHALL BE LIABLE UNDER ANY CIRCUMSTANCES (WHETHER BREACH OF CONTRACT, TORT, OR OTHERWISE) FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS OR LOSS OF DATA) OR ANY DAMAGES FOR NEGLIGENCE, ITS LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY BEING EXPRESSLY LIMITED TO PERFORMANCE OF THE SERVICES PROVIDED FOR BY THIS EXTENDED WARRANTY PLAN OR THE FAIR MARKET VALUE THEREOF.

C. Indemnification.

(i) Tier shall not be liable under any circumstances for, and Customer agrees to hold Tier harmless from and to indemnify Tier from and for, any and all losses, damages, claims, and expenses, including but not limited to those arising from any claims of infringement raised by any person or company, caused by, arising from, or relating to: (1) a use for which the product or part was not designed or specified by Tier, (2) an alteration of or addition to the product or part in question by anyone which has caused such loss, damage, claim or expense, (3) Customer's design specifications or any data, information, drawings, manuals, script, etc. provided to Tier by Customer which has resulted in such loss, damage, claim or expense, (4) any use or application to which such Products are applied, to the extent that such use or application has been created or developed by any person or company other than Tier or to the extent that such use application has been created or developed by Tier with or from information, data, design specifications, or other information provided by Customer, (5) the combination, operation or use of the Products with any other product not provided by Tier, to the extent that such combination, operation, or use results in

the loss, damage, claim or expense in question, (6) use of a superseded release of Products if such loss, damage, claim or expense would have been avoided by the use of a current release of the Products, or (7) any use of the Products unless and until the Products have been accepted by Customer and all payment due to Tier under this Agreement has been received by Tier.

(ii) Customer agrees to hold Tier harmless from and to indemnify Tier from and for the intentional acts, omissions, and/or negligence of Customer itself or its agents, servants, employees, and/or representations, which proximately results in property damage or personal injury to any person or party, including but not limited to Tier personnel. Customer agrees to maintain its premises wherever Tier is to perform work under this Agreement in a reasonably clean and safe condition, fully in compliance with all-applicable governmental rules, regulations, and laws, including OSHA and EPA regulations.

11. COMPLIANCE WITH LAWS. This Agreement is subject to applicable laws and executive orders relating to equal opportunity and non-discrimination in employment. Neither party hereto shall discriminate in its employment practices against any person by reason of age, race, religion, color, sex or national origin. Both parties agree to comply with laws and orders relating to the employment of the handicapped, the employment of veterans and the use of minority business enterprises, as well as all other federal, state, county, and local laws, ordinances, regulations and codes, to the extent the same are applicable hereto.

12. CONFIDENTIALITY. Proprietary, confidential, and trade secret information may be exchanged between the parties hereto as necessary to carry out the terms of this Extended Warranty Plan. Each party agrees to take at least the same precaution to maintain the confidentiality of the other party's information as the party takes to maintain the confidentiality of its own information. Each party hereby pledges to the other to disclose such information to its employees only on a "need to know" basis, and not to disclose such information to any third party or consultants without the prior written consent of the other party. "Proprietary, confidential and trade secret" information shall mean all technical or business information, specifications, drawings computer programs or listings or other information which is clearly identified "CONFIDENTIAL", "PROPRIETARY", or a similar designation. All information contained on magnetic media and/or transmitted by way of electronic media shall be considered confidential whether or not such material is so marked. The following information shall not be considered confidential; (1) Information which was known prior to disclosure by a party free of any obligation to keep the information confidential; (2) Information which is or becomes publicly available by other than unauthorized disclosure; (3) Information which is independently developed by a party without the use of information revealed pursuant to this Extended Warranty Plan as established by reliable documentary evidence. WITH THE EXCEPTION OF TIER DISCLOSURES TO TIER'S AFFILIATE(S), SUBCONTRACTORS AND OEM'S AS REQUIRED TO PERFORM TIER'S OBLIGATIONS UNDER THIS AGREEMENT, WITHOUT THE PRIOR WRITTEN CONSENT OF THE OTHER PARTY, NEITHER PARTY HERETO, NOR ITS EMPLOYEES, SHALL AT ANY TIME DURING OR SUBSEQUENT TO ANY EXPIRATION OR TERMINATION OF THIS WARRANTY PLAN DISCLOSE ANY PROPRIETARY, CONFIDENTIAL, OR TRADE SECRET INFORMATION OF THE OTHER PARTY OR ITS AFFILIATES. If either party is required to disclose any confidential information provided hereunder pursuant to any governmental or legal proceedings, that party shall not be liable for such disclosure provided that it gives the other party prompt written notice of the request for disclosure and seeks an appropriate protective order in connection therewith.

13. INDEPENDENT CONTRACTOR. Tier agrees to perform the services hereunder as an Independent Contractor of Customer, and in no event shall any agent or employees of Tier be deemed agents and employees of Customer

14. ASSIGNMENT. This Agreement, including all of the rights and obligations created hereunder, shall not be assigned, transferred, licensed or subcontracted in any manner whatsoever (except upon transfer of

ownership of a party's business by sale to the succeeding owner of all or substantially all assets, merger, or consolidation, in which case the Agreement may be assigned to the succeeding owner) unless with the prior written consent of the opposite party signed by an officer thereof. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

15. **GOVERNING LAW.** This Agreement shall be deemed to have been made in the Commonwealth of Virginia and shall be construed, interpreted, enforced and applied in accordance with the laws of the Commonwealth of Virginia, without reference to principles of conflicts of laws thereof.

16. **ARBITRATION.** Any dispute arising out of or related to this Agreement, which cannot promptly be resolved by negotiation, shall be settled by binding arbitration conducted in Fairfax County, Virginia, in accordance with the American Arbitration Association Rules and Procedures, as amended by this Agreement. The costs of arbitration, including the fees and expenses of the arbitrator, shall be shared equally by the Parties unless the arbitration award provides otherwise. Each Party shall bear the cost of preparing and presenting its case. The Parties agree that this provision and the arbitrator's authority to grant relief shall be subject to the United States Arbitration Act, 9 U.S.C. 1-16 et seq. ("USAA"), the provisions of this Agreement and the ABA-AAA Code of Ethics for Arbitrators in Commercial Disputes. The Parties agree that the arbitrator shall have no power or authority to make awards or issue orders of any kind except as expressly permitted by this Agreement, and in no event shall the arbitrator have the authority to make any award that provides for special, incidental, exemplary, indirect, consequential, or punitive damages. The arbitrator's decision shall follow the plain meaning of the relevant documents, and shall be final and binding. The award may be confirmed and enforced in any court of competent jurisdiction. All post-award proceedings shall be governed by the USAA.

17. **ENTIRE AGREEMENT.** Otherwise, this Extended Warranty Plan constitutes the entire agreement between Tier and Customer pertaining to Extended Warranty Service, and supersedes any prior proposals, commitments, or representations of any kind whether oral or written unless specifically incorporated by reference herein. No change or modification of any term and/or condition contained herein or on Customer's purchase order shall be valid or binding on either party unless made separately in writing, specifically referencing this Agreement, and signed by an authorized representative of each party.

18. **SEVERABILITY.** Should any provision of this Agreement be held illegal or unenforceable by a court of law, said provision shall be considered deleted from this Agreement and the remainder of the Agreement shall continue in full force and effect.

19. **WAIVER.** Failure of either party to enforce any provision of this Agreement shall not be considered a waiver of that party's right to enforce said provision or any other provision included herein.

20. **NONSOLICITATION.** During the term of this Agreement and for a period of one (1) year after the expiration or other termination of this Agreement ("Restricted Period"), the parties agree that neither shall solicit, attempt to solicit or hire any personnel (whether an employee, contractor or otherwise) of the other party who was directly involved in the performance of Services and/or provision of any products related to the Services in connection with this Agreement, without the prior written approval of the other party. To avoid confusion, this provision applies during the Restricted Period, regardless of whether or not the party's personnel is still employed or retained (in the event of contractor) at the time of solicitation or hire.

21. **ERRORS.** Typographical and clerical errors on quotations and invoices are subject to correction.

22. **CAPTIONS NOT CONTROLLING.** The captions immediately following the numbered paragraphs herein are merely for the convenience of the parties and shall not be considered in interpretation of the Extended Warranty Plan.

By execution hereof, the signer hereby certifies that he/she has read this Agreement, and that he/she is duly authorized to execute this Agreement on behalf of Customer.

CUSTOMER:

Signature

Name and Title

Date

TIER TECHNOLOGIES, INC.:

Signature

Michael A. Lawler, Senior Vice President

Name and Title

Date

EXTENDED WARRANTY PLAN SUPPLEMENT STANDARD DEPOT OPTION

Tier Technologies, Inc. 177 Technology Pkwy P.O. Box 3140 Auburn, AL 36830 (334) 321-3767 (334) 321-7285 (Fax #)	Order Date	Page No.
		Customer Purchase Order No.
		Tier Contract No. 10005664
INVOICE TO NAME: <u>VICTOR VALLEY CC</u> ATTN: <u>MIS DEPT.</u> ADDR: <u>18422 BEAR VALLEY ROAD</u> <u>VICTORVILLE, CA 92392</u> PHONE: _____	SHIP TO NAME: <u>SAME</u> ATTN: _____ ADDR: _____ _____ _____ PHONE: _____	
MAINTENANCE PERIOD FROM: 07/01/06 TO: 06/30/07		
<p>SERVICE HOURS</p> <p>A. TIER SOFTWARE. All Tier software must be covered for this service. Tier personnel shall be available to perform Extended Warranty services hereunder during normal business hours, Monday through Friday, 8:00 A.M. to 5:00 P.M. Central Time, weekends and holidays excepted. Emergency Service is available through the Tier HOTLINE 24 hours per day, seven days per week. Customer is eligible for free Tier software upgrades. Customer is responsible for installation. Upgrades to third party products are not included as part of software maintenance. No on-site software maintenance is included.</p> <p>B. TIER HARDWARE. All Tier hardware must be covered for this service. Service hours for warranty service shall be 8:00 A.M. to 5:00 P.M. Central Time, weekends and holidays excepted. Hardware Extended Warranty Service provided outside these hours at the request of Customer shall be charged at Tier' then prevailing time and materials rates. Replacement part is shipped to Customer and Customer is responsible for installing the replacement part and for shipping the defective part back to Tier for repair. No on-site service is included.</p> <p>ON-SITE SERVICE AND TRAVEL TIME CHARGES. Service time and time spent by Tier personnel while traveling to Customer's location at Customer's request to perform on-site service under this Depot Extended Warranty Plan shall be charged at the Tier hourly rates in effect at the time the service is rendered and shall be paid within 30 days of invoice.</p> <p>TRAVEL AND LIVING EXPENSES. At Customer's request Tier personnel shall travel to customer's location to perform on-site service under this Depot Extended Warranty Plan. Actual reasonable travel and living expenses incurred in connection with this Warranty Plan shall be billed to Customer as the expenses are incurred. Travel and living expenses include, but are not limited to, coach class air fare, hotel accommodations, meals, tips, taxi, rental car, tolls, parking fees, etc. Receipts will be furnished to Customer upon request.</p>		

Tier Technologies, Inc. 177 Technology Pkwy P.O. Box 3140 Auburn, AL 36830 (334) 321-3767 (334) 321-7285 (Fax #)	Order Date	Page No. 1 of 1
	Customer Purchase Order No.	
	Tier Contract No. 10005664	

Upon the terms and conditions contained in the Tier Master Annual Extended Warranty Plan (the Agreement) Tier will service the following Tier Products at the following annual unit charges (the "Basic Charges"):

ITEM #	PRODUCT	SERIAL NO.*	MONTHLY PRO-RATA CHARGE	ANNUAL CHARGE
1	ANNUAL MAINTENANCE ON 16-LINE IVR SYSTEM		\$593.9167	\$7,127.00

*If the serial numbers of any Products referred to above have not been entered on this Supplement, they will be the serial numbers of the first Products of that Model shipped to Customer after the date this Supplement is entered into by Tier and Customer.

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The definitions in the Agreement shall apply to this Supplement. This Supplement is entered into as of the date it is executed by Customer and accepted by Tier as indicated below.

This order is subject to the Terms and Conditions of the Agreement between Tier and Customer. Any Terms and Conditions on Customer's Purchase Order shall not serve to amend the Agreement.

Customer Signature

Tier Signature

Typed or Printed Name

Michael A. Lawler

Typed or Printed Name

Date

Date

ADMINISTRATIVE SERVICES

JUNE 27, 2006

TOPIC: AGREEMENT – SONITROL OF LONG BEACH

TO THE SUPERINTENDENT/PRESIDENT:


The district wishes to enter into a 5-year service agreement with Sonitrol of Long Beach. This agreement will provide, install and maintain security cameras and a digital video recording system for the Tower Elevator building (Bldg. #43) elevators and lobby.

Fiscal Impact: \$23,295.00 – Budgeted from Redevelopment dollars.

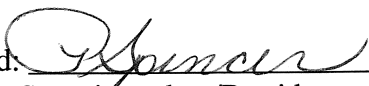
RECOMMENDATION:

It is recommended the Board of Trustees approve the agreement with Sonitrol of Long Beach as submitted.

REFERENCE FOR AGENDA: YES

Signed: 
Vice President, Administrative Services

TRANSMITTED TO THE BOARD WITH A FAVORABLE RECOMMENDATION:

Signed: 
Superintendent/President

ACTION TAKEN BY THE BOARD:

MOTION _____

SECOND _____

Ayes ____ Noes ____

INFORMATION ONLY _____

Security Investment

CCTV System to View Victor Valley College located at 18244 Bear Valley Rd. Victorville Ca. 92395:

Elevator Building System- Twisted Pair

- 2 Phortress Corner ¼ LT. Tint 480 TVL Color 12DC/24VAC 60HZ,w/2-4mm AI Lens
- 6 Camera; Bosch, Flexidome 1/4" 540TVL Color Indoor w/4-9mm F1.4 Varifocal AI Lens
- 1 Dibos Rack mount 12 Ch.,4 Audio 16 IP Ch. 750 GB, DVD- RW 180 IPS
- 1 Dibos remote software, No IP recording
- 4 Ch Passive Transceiver, UTP Trans Max 700 FT IN Comb W/Passive Comp. (NV-213) or Max 3000 W/Active (Female) Connector
- 1 8 Camera Power Supply 120VAC, 60Hz Input, 24VAC 10.5VA Each Output

Purchase	
Installation (One time fee)	\$ 16,536.00
Monthly Maintenance and Service	\$ 154.00 based on 60 month agreement
Total cost value	\$ 25,776.00
Discount 15%	\$ 2,480.00
Installation (One time fee)	\$ 14,056.00
Monthly Maintenance and Service	\$ 154.00 based on 60 month agreement
Total cost value	\$ 23,295.00

This Proposal is valid for thirty days from date submitted.

Accepted:

Customer Signature

Date

Sonitrol Cancellation Addendum

This document is to serve as an addendum to contract _____, and is a legal and binding agreement between Sonitrol Corporation, and Victor Valley College. In the event that the customer is not satisfied with maintenance agreement after 24 consecutive months, Sonitrol will allow Victor Valley the option to end the agreement, after all outstanding payment are paid in full. In the event that Victor Valley decides to cancel this agreement Sonitrol retains the option to renegotiate the aforementioned agreement to provide a more satisfactory arrangement. The intent of this document is to provide Victor Valley an option to cancel the agreement in the case that the maintenance agreement plan becomes less advantageous for Victor Valley than a case by case agreement.

Signed By Sonitrol Business Development Manger

Date _____

SONITROL®

CLIENT AGREEMENT
NO. L 301784

DATE: _____

CLIENT NAME _____ PHONE _____

INSTALL AT _____
Address City State Zip

BILL TO ABOVE BILL TO OTHER _____
Name Address City State Zip

DEALER agrees to install or cause to be installed and to service, without liability and not as an insurer, during the term of this Agreement, an alarm system as described on the Security System Quotation dated _____ 19 _____ which becomes part of this Agreement.

This agreement applies to: (check appropriate categories)

All equipment is the personal property of the Dealer Client
TELEPHONE CO. CHARGES INCLUDED: Yes No
 Burglar Alarm Signaling Service Sprinkler Supervisory Signaling Service
 Hold-Up Alarm Signaling Service Access Control Service
 Fire Alarm Signaling Service Other _____

SPECIAL INSTRUCTIONS _____

The undersigned agrees to pay the DEALER, its agents or assigns the sums of:

INSTALLATION: \$ _____ \$ Tax _____ \$ Total _____ (\$ _____) \$ Balance Up Completion _____

MONITORING: \$ _____ \$ Tax _____ \$ Total _____ Payment Mode _____
(Payable In Advance)

SERVICE: _____

MONTHLY MANAGEMENT REPORT: Yes No \$ _____ COMMUNICATION LINK: \$ _____

LIMITED WARRANTY

- Except as set forth herein, THE DEALER MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, WITH RESPECT TO THE EQUIPMENT, AND DISCLAIMS ANY AND ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY. CLIENT ACKNOWLEDGES THAT NO OTHER REPRESENTATIONS WERE MADE TO CLIENT OR RELIED UPON BY CLIENT WITH RESPECT TO THE QUALITY AND FUNCTION OF THE GOODS.
- In the event any part of the equipment installed shall become defective or inoperative under normal use within one (1) year from the date of the original invoice for this installation, and DEALER determines the equipment is defective or inoperative, DEALER shall replace or repair such defective part without charge to CLIENT. IN NO EVENT SHALL DEALER BE LIABLE FOR MORE THAN, AND CLIENT'S EXCLUSIVE REMEDY FOR BREACH OF THIS LIMITED WARRANTY SHALL BE LIMITED TO, THE REPAIR OR REPLACEMENT OF DEFECTIVE EQUIPMENT INSTALLED UNDER THIS AGREEMENT, AND DEALER SHALL NOT BE LIABLE FOR INJURIES TO PERSONS OR PROPERTY, INCLUDING BUT NOT LIMITED TO, ALL GENERAL, DIRECT, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES. THIS WARRANTY IS NOT ASSIGNABLE.
- If CLIENT shall discover a defect in the products supplied under this Agreement, CLIENT shall immediately contact DEALER in writing or by telephone and fully describe the nature of the defect so that repair service may be rendered.
- DEALER shall not be liable for repair or replacement in the event of damage to material or equipment caused by accident, vandalism, flood, water, lightning, fire, intrusion, abuse, misuse, an act of God, any casualty, including electricity, unauthorized repair service, modification or improper installation by anyone other than DEALER and any other cause beyond the control of DEALER, including interruption of electrical or telephone service.
- CLIENT acknowledges that any affirmation of fact or promise made by DEALER shall not be deemed to create an express warranty, and that DEALER makes no representation or warranty, that the system or service supplied may not be compromised, circumvented, or that the system or services will in all cases provide the signaling, monitoring and response for which it was intended. CLIENT is not relying on DEALER'S skill or judgement in selecting or furnishing a system suitable for any particular purpose. Some states do not allow limitations on how long an implied warranty lasts or the exclusion or the limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you. This warranty gives you specific legal rights and you may also have other rights which may vary from state to state.

THIS AGREEMENT IS NOT BINDING UNLESS APPROVED IN WRITING BY AN AUTHORIZED REPRESENTATIVE OF THE SONITROL INDEPENDENT FRANCHISED DEALER. IN THE EVENT OF FAILURE OF APPROVAL, THE ONLY LIABILITY OF DEALER SHALL BE TO RETURN TO THE CLIENT THE AMOUNT, IF ANY, PAID UPON THE SIGNING OF THIS AGREEMENT. CLIENT ACKNOWLEDGES THAT DEALER'S LIABILITY IS LIMITED AS SET FORTH HEREIN AND THAT DEALER IS A SONITROL INDEPENDENT FRANCHISED DEALER AND NOT A SUBSIDIARY OR AGENT OF SONITROL CORPORATION.

CLIENT ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT, AND SPECIFICALLY ACKNOWLEDGES AND ACCEPTS THAT DEALER'S LIABILITY IS LIMITED AS SET FORTH HEREIN.

In certain states alarm agents are licensed and regulated. In this state the agency is _____

THE MONITORING/SERVICE CHARGE IS SUBJECT TO CHANGE AS SET FORTH IN PARAGRAPH 3, ON THE REVERSE SIDE. IN ADDITION, TOGETHER WITH THE FIRST PAYMENT, CLIENT SHALL PAY THE PRO RATA SHARE OF THE MONITORING/SERVICE CHARGE FOR THE MONTH IN WHICH MONITORING/SERVICE COMMENCED.

THIS AGREEMENT IS FOR A TERM OF **FIVE YEARS** FROM THE DATE INSTALLATION IS COMPLETED. IF THIS TRANSACTION IS WITH A RESIDENTIAL CLIENT, YOU MAY CANCEL IT AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY FROM THE DATE OF THIS AGREEMENT. SEE THE ATTACHED NOTICE OF CANCELLATION FORM. WORK ON YOUR INSTALLATION WILL BEGIN APPROXIMATELY _____ AND SHALL BE SUBSTANTIALLY COMPLETED WITHIN APPROXIMATELY _____ WORKING DAYS AFTER COMMENCEMENT SUBJECT TO PERMISSIBLE DELAYS PURSUANT TO THIS AGREEMENT.

SONITROL INDEPENDENT FRANCHISED	
DEALER _____	
ADDRESS _____	
CITY _____ STATE _____	
PHONE NO. _____ LIC. NO. _____	

SUBJECT TO TERMS ON REVERSE, INCLUDING PARAGRAPH 12.

SIGNATURE X _____
(CLIENT)

TITLE _____

DATE _____

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ADMINISTRATIVE SERVICES

JUNE 27, 2006

TOPIC: AGREEMENT –PACIFIC BLUE MICRO/CISCO EQUIPMENT

TO THE SUPERINTENDENT/PRESIDENT:

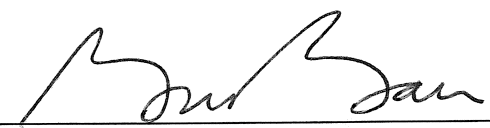
The district desires to renew the maintenance agreement for all campus Cisco equipment and software applications support (including upgrades for these systems). This renewal will expire July 30, 2007 and covers all Cisco switches, routers, servers and telecommunication hardware and software for the district.

Fiscal impact: \$ 46,271.00

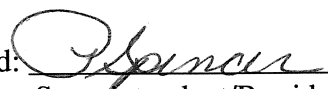
RECOMMENDATION:

It is recommended that the Board of Trustees approve the renewal of the maintenance agreement with Pacific Blue Micro through July 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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17500 Red Hill, Suite 100 ~ Irvine, CA 92614 ~ 949.417.7021 ~ 949.417.8152 Fax

QUOTE# : Smartnet-Victor Valley Community Renewal 06-02-06

DATE OF QUOTE: 06/02/06

ATTN: Jon Booth
COMPANY: Victor Valley Community College

PBM REP: Cyndi Quintero
INSIDEREP: Joy Sullivan

PREPARED BY: Joy Sullivan
Contracts Administrator

Part Description	Serial Number	Street Address	City, ST Zip	Begin Date *	End Date *	SLA	Prorated Price
ATR-BR350-A-K9	FHK0742PB97	18422 Bear Valley Road	Victorville,CA.92392	11/13/06	07/30/07	SNT	\$ 51.00
ATR-BR350-A-K9	FHK0742PB98	18422 Bear Valley Road	Victorville,CA.92392	11/13/06	07/30/07	SNT	\$ 51.00
WS-C3550-24-EMI	CAT0729X0DJ	18422 Bear Valley Road	Victorville,CA.92392	11/13/06	07/30/07	SNT	\$ 155.00
AIR-AP1230A-A-K9	FHK0742J1NT	18422 Bear Valley Road	Victorville,CA.92392	11/13/06	07/30/07	SNT	\$ 51.00
AIR-AP1230A-A-K9	FHK0742J1NY	18422 Bear Valley Road	Victorville,CA.92392	11/13/06	07/30/07	SNT	\$ 51.00
WS-C2950T-24	F0C0741Z47B	18422 Bear Valley Road	Victorville,CA.92392	11/13/06	07/30/07	SNT	\$ 37.00
WS-C2950T-24	F0C0741Y44P	18422 Bear Valley Road	Victorville,CA.92392	11/13/06	07/30/07	SNT	\$ 37.00
WS-C2950T-24	F0C0741Y44U	18422 Bear Valley Road	Victorville,CA.92392	11/13/06	07/30/07	SNT	\$ 37.00
C2611XM-2FE/VPN/K9	JMX0745L25G	18422 Bear Valley Road	Victorville,CA.92392	11/13/06	07/30/07	SNT	\$ 188.00
C2611XM-2FE/VPN/K9	JMX0745L25H	18422 Bear Valley Road	Victorville,CA.92392	11/13/06	07/30/07	SNT	\$ 188.00
CISCO2611XM-ADSL	JMX0845L31U	18422 Bear Valley Road	Victorville,CA.92392	11/13/06	07/30/07	SNT	\$ 134.00
WS-C3550-48-EMI	CAT0927Y0BC	18422 Bear Valley Road	Victorville,CA.92392	11/13/06	07/30/07	SNT	\$ 138.00
WS-C3508G-XL-EN	CAT0936N2F8	18422 Bear Valley Road	Victorville,CA.92392	11/13/06	07/30/07	SNT	\$ 151.00
WS-C3508G-XL-EN	CAT0936N2E8	18422 Bear Valley Road	Victorville,CA.92392	11/13/06	07/30/07	SNT	\$ 151.00
WS-C3550-48-EMI	CAT0942Z1KX	18422 Bear Valley Road	Victorville,CA.92392	11/13/06	07/30/07	SNT	\$ 138.00
WS-C3750G-12S-S	CAT1011N1MP	18422 Bear Valley Road	Victorville,CA.92392	07/31/06	07/30/07	SNT	\$ 429.00
WS-C3550-48-EMI	CAT1010N14W	18422 Bear Valley Road	Victorville,CA.92392	07/31/06	07/30/07	SNT	\$ 287.00
IPV-C3530-VTA	33070072	18422 Bear Valley Road	Victorville,CA.92392	07/31/06	07/30/07	SNT	\$ 417.00
IPV-C3520-GW-4V	23070052	18422 Bear Valley Road	Victorville,CA.92392	07/31/06	07/30/07	SNT	\$ 1,014.00
WS-C3508G-XL-EN	CHK0614W0JW	18422 Bear Valley Road	Victorville,CA.92392	07/31/06	07/30/07	SNT	\$ 319.00
AIR-AP1120B-A-K9	FHK0725K23B	18422 Bear Valley Road	Victorville,CA.92392	07/31/06	07/30/07	SNT	\$ 33.00
AIR-AP1120B-A-K9	FHK0725K23C	18422 Bear Valley Road	Victorville,CA.92392	07/31/06	07/30/07	SNT	\$ 33.00
CISCO837-K9	AMB07300GDW	18422 Bear Valley Road	Victorville,CA.92392	07/31/06	07/30/07	SNT	\$ 30.00
CP-7920-CH1-K9	AMB07250FXL	18422 Bear Valley Road	Victorville,CA.92392	07/31/06	07/30/07	SNT	\$ 6.00
CP-7920-CH1-K9	AMB07250GXD	18422 Bear Valley Road	Victorville,CA.92392	07/31/06	07/30/07	SNT	\$ 6.00
CP-7920-CH1-K9	AMB07250FWS	18422 Bear Valley Road	Victorville,CA.92392	07/31/06	07/30/07	SNT	\$ 6.00
CP-7920-CH1-K9	AMB073105HJ	18422 Bear Valley Road	Victorville,CA.92392	07/31/06	07/30/07	SNT	\$ 6.00
CP-7920-CH1-K9	AMB07320RFA	18422 Bear Valley Road	Victorville,CA.92392	07/31/06	07/30/07	SNT	\$ 6.00
CP-7920-CH1-K9	AMB07320PSF	18422 Bear Valley Road	Victorville,CA.92392	07/31/06	07/30/07	SNT	\$ 6.00
CP-7920-CH1-K9	AMB07290V4Q	18422 Bear Valley Road	Victorville,CA.92392	07/31/06	07/30/07	SNT	\$ 6.00
CP-7920-CH1-K9	AMB073105NE	18422 Bear Valley Road	Victorville,CA.92392	07/31/06	07/30/07	SNT	\$ 6.00
CP-7920-CH1-K9	AMB07290VB4	18422 Bear Valley Road	Victorville,CA.92392	07/31/06	07/30/07	SNT	\$ 6.00
CP-7920-CH1-K9	AMB07230DBQ	18422 Bear Valley Road	Victorville,CA.92392	07/31/06	07/30/07	SNT	\$ 6.00
CP-7920-CH1-K9	AMB07300DGH	18422 Bear Valley Road	Victorville,CA.92392	07/31/06	07/30/07	SNT	\$ 6.00
CP-7920-CH1-K9	AMB07300DF8	18422 Bear Valley Road	Victorville,CA.92392	07/31/06	07/30/07	SNT	\$ 6.00
CP-7920-CH1-K9	AMB07300DA5	18422 Bear Valley Road	Victorville,CA.92392	07/31/06	07/30/07	SNT	\$ 6.00
CP-7920-CH1-K9	AMB07300DGR	18422 Bear Valley Road	Victorville,CA.92392	07/31/06	07/30/07	SNT	\$ 6.00
WS-C3548-XL-EN	FHK0618Z04W	18422 Bear Valley Road	Victorville,CA.92392	07/31/06	07/27/07	SNT	\$ 319.00
WS-C3524-XL-EN	FAA0501X0VP	18422 Bear Valley Road	Victorville,CA.92392	07/31/06	07/27/07	SNT	\$ 179.00
AIR-AP352E2C	SEK051002D9	18422 Bear Valley Road	Victorville,CA.92392	07/31/06	07/30/07	SNT	\$ 101.00
WS-C2960G-24-EI	FHK0619W184	18422 Bear Valley Road	Victorville,CA.92392	07/31/06	07/30/07	SNT	\$ 121.00
WS-C2960G-24-EI	FHK0619W17Z	18422 Bear Valley Road	Victorville,CA.92392	07/31/06	07/30/07	SNT	\$ 121.00
WS-C2960G-24-EI	FHK0619W18K	18422 Bear Valley Road	Victorville,CA.92392	07/31/06	07/30/07	SNT	\$ 121.00
WS-C2950G-48-EI	FHK0619W1PB	18422 Bear Valley Road	Victorville,CA.92392	07/31/06	07/30/07	SNT	\$ 195.00
WS-C2950G-48-EI	FHK0619W1P0	18422 Bear Valley Road	Victorville,CA.92392	07/31/06	07/30/07	SNT	\$ 195.00
WS-C2950C-24	FAB0456Q2WH	18422 Bear Valley Road	Victorville,CA.92392	07/31/06	07/30/07	SNT	\$ 82.00
WS-C2950C-24	FHK0620Y0EB	18422 Bear Valley Road	Victorville,CA.92392	07/31/06	07/30/07	SNT	\$ 82.00
WS-C2950-24	FAB0546Y2SM	18422 Bear Valley Road	Victorville,CA.92392	07/31/06	07/30/07	SNT	\$ 37.00
PIX-525-FO-BUN	44406181819	18422 Bear Valley Road	Victorville,CA.92392	07/31/06	07/30/07	SNT	\$ 402.00
PIX-525-UR-BUN	44406181818	18422 Bear Valley Road	Victorville,CA.92392	07/31/06	07/30/07	SNT	\$ 1,481.00
WS-C2950C-24	FHK0620Y0EC	18422 Bear Valley Road	Victorville,CA.92392	07/31/06	07/30/07	SNT	\$ 82.00
WS-C3524-XL-EN	FAA043710H6	18422 Bear Valley Road	Victorville,CA.92392	07/31/06	07/27/07	SNT	\$ 179.00
WS-C3524-PWR-XL-EN	FAA0501W1S8	18422 Bear Valley Road	Victorville,CA.92392	07/31/06	07/30/07	SNT	\$ 188.00
WS-C3548-XL-EN	FAB0604Q0JH	18422 Bear Valley Road	Victorville,CA.92392	07/31/06	07/27/07	SNT	\$ 319.00
WS-C3548-XL-EN	FAB0602P1NM	18422 Bear Valley Road	Victorville,CA.92392	07/31/06	07/27/07	SNT	\$ 319.00
CVPN3030-NR-BUN	CAM03017287	18422 Bear Valley Road	Victorville,CA.92392	07/31/06	07/30/07	SNT	\$ 1,180.00
WS-C3550-24-SMI	CHK0703V13N	18422 Bear Valley Road	Victorville,CA.92392	07/31/06	07/30/07	SNT	\$ 139.00
WS-C3550-48-SMI	CHK0706W6AG	18422 Bear Valley Road	Victorville,CA.92392	07/31/06	07/30/07	SNT	\$ 213.00
CISCO1710-VPN-M/K9	JMX0715J0A8	18422 Bear Valley Road	Victorville,CA.92392	07/31/06	07/30/07	SNT	\$ 49.00
WS-C3550-24PWR-SMI	CAT0714R074	18422 Bear Valley Road	Victorville,CA.92392	07/31/06	07/30/07	SNT	\$ 158.00
WS-C3550-12G	CAT0716Y0F4	18422 Bear Valley Road	Victorville,CA.92392	07/31/06	07/30/07	SNT	\$ 512.00
WS-C3550-12G	CAT0716Y18Q	18422 Bear Valley Road	Victorville,CA.92392	07/31/06	07/30/07	SNT	\$ 512.00
PIX-501-BUN-K9	88807237065	18422 Bear Valley Road	Victorville,CA.92392	07/31/06	07/30/07	SNT	\$ 72.00
WS-C2950G-24-EI	FHK0720X0B0	18422 Bear Valley Road	Victorville,CA.92392	07/31/06	07/30/07	SNT	\$ 121.00
WS-C4506	FOX07120009	18422 Bear Valley Road	Victorville,CA.92392	07/31/06	07/30/07	SNT	\$ 1,887.00

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Part Description	Serial Number	Street Address	City, ST Zip	Begin Date *	End Date *	SLA	Prorated Price
WS-C4506	FOX0710027H	18422 Bear Valley Road	Victorville,CA.92392	07/31/06	07/30/07	SNTP	\$ 1,887.00
WS-C4506	FOX07120004	18422 Bear Valley Road	Victorville,CA.92392	07/31/06	07/30/07	SNTP	\$ 1,887.00
WS-C4506	FOX07120006	18422 Bear Valley Road	Victorville,CA.92392	07/31/06	07/30/07	SNTP	\$ 1,887.00
WS-C4506	FOX07120003	18422 Bear Valley Road	Victorville,CA.92392	07/31/06	07/30/07	SNTP	\$ 1,887.00
CISCO3725	JMX0724L2TQ	18422 Bear Valley Road	Victorville,CA.92392	07/31/06	07/30/07	SNTP	\$ 1,111.00
WS-C3550-12T	CAT0726Y117	18422 Bear Valley Road	Victorville,CA.92392	07/31/06	07/30/07	SNTP	\$ 635.00
VG248	SAD072704FB	18422 Bear Valley Road	Victorville,CA.92392	07/31/06	07/30/07	SNTP	\$ 721.00
VG248	SAD072600YJ	18422 Bear Valley Road	Victorville,CA.92392	07/31/06	07/30/07	SNTP	\$ 721.00
MCS-7835H-2.4EW1	D329LRGDH015	18422 Bear Valley Road	Victorville,CA.92392	07/31/06	07/30/07	SNTP	\$ 944.00
MCS-7835H-2.4EW1	D329LRGDH046	18422 Bear Valley Road	Victorville,CA.92392	07/31/06	07/30/07	SNTP	\$ 944.00
MCS-7845H-2.4-ECS1	D333LRGBH015	18422 Bear Valley Road	Victorville,CA.92392	07/31/06	07/30/07	SNTP	\$ 1,801.00
MCS-7835H-2.4-ACC1	D332LRGDH053	18422 Bear Valley Road	Victorville,CA.92392	07/31/06	07/30/07	SNTP	\$ 944.00
WS-C6509-1300AC=	SCA050101MQ	18422 Bear Valley Road	Victorville,CA.92392	07/31/06	07/30/07	OSP	\$ 6,968.00
IDS-4235-K9	8H0WX21	18422 Bear Valley Road	Victorville,CA.92392	07/31/06	07/30/07	IPS	\$ 1,508.00
WS-SVC-IDS2BUNK9=	TBD	18422 Bear Valley Road	Victorville,CA.92392	07/31/06	07/30/07	IPS	\$ 3,618.00
CSA-SRVR-K9=	PHONE Support with MINOR Upgrades			07/31/06	07/30/07	SAS	\$ 78.00
CSA-SRVR-K9=	PHONE Support with MINOR Upgrades			07/31/06	07/30/07	SAS	\$ 78.00
CSA-SRVR-K9=	PHONE Support with MINOR Upgrades			07/31/06	07/30/07	SAS	\$ 78.00
CWWLSE-1.3-SW -K9	PHONE Support with MINOR Upgrades			07/31/06	07/30/07	SAS	\$ 683.00
SW-COM-3.3-7835	PHONE Support with MAJOR Upgrades			07/31/06	07/30/07	SAU	\$ 1,072.00
SW-COM-3.3-7835	PHONE Support with MAJOR Upgrades			07/31/06	07/30/07	SAU	\$ 1,072.00
ICD-3.1-S-BB=	PHONE Support with MAJOR Upgrades			07/31/06	07/30/07	SAU	\$ 1,156.00
SW-KEY-ER1.1USER=	PHONE Support with MAJOR Upgrades			07/31/06	07/30/07	SAU	\$ 2.00
UNITY-VM-USR	PHONE Support with MAJOR Upgrades			07/31/06	07/30/07	SAU	\$ 7.00
UNITY40-SVRLIC-MAX	PHONE Support with MAJOR Upgrades			07/31/06	07/30/07	SAU	\$ 1,005.00
UNITY-VM-USR	PHONE Support with MAJOR Upgrades			07/31/06	07/30/07	SAU	\$ 7.00
TOTAL:							\$ 46,271.00

* Starting Time is 12:01 AM based on Start Date
 * Ending Time is 11:59 PM base on Ending Date

All prices subject to change at any time.
 Quote Valid for 10 Days

<hr/> Authorization Acceptance and Date	<hr/> PO / Reference Number
<hr/> Print Name	<hr/> Title

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ADMINISTRATIVE SERVICES

JUNE 27, 2006

TOPIC: AGREEMENT –OMNI UPDATE CAMPUS

TO THE SUPERINTENDENT/PRESIDENT:

The district wishes to enter into a service agreement with OmniUpdate Campus to provide a Content Management System for the Victor Valley College web site. This system will allow individual departments to submit their updated content for the college website in a text-based web-compatible format. This format will streamline the webmaster's ability to have the content posted in a timely manner. This agreement will be effective for the period of July 01, 2006 thru June 30, 2009 and will include all license/support costs."

Fiscal impact: \$44,625.00

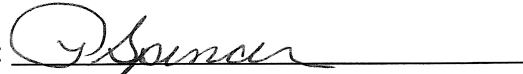
RECOMMENDATION:

It is recommended that the Board of Trustees approve the service agreement with OmniUpdate Campus for a Content Management System through June 30, 2009, 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 _____



ATTACHMENT A – COSTS OF PROPOSED SOLUTION

Implementation Costs - Current fiscal year	Price
OmniUpdate Campus Implementation – up to 250 pages with selective editing regions.	\$5,000
OU Document Comparison – Provides graphical comparison of text changes between edited version and original file.	\$500
RSS/Content Syndication Module - Provides the ability to create and manage an unlimited number of RSS feeds and items.	\$1,000
What's New Live tm – Automatically display RSS feeds to any web page on the target web site.	\$2,500
Implementation Total	\$9,000

Annual Costs – Fiscal Year 06/07	Price
OmniUpdate Campus Annual License – Up to 25 authorized users. 07/01/06 – 06/30/07	\$7,500
Optional Document Comparison Annual License - Provides graphical comparison of text changes between edited version and original file.	\$750
Optional RSS/Content Syndication Module - Provides the ability to create and manage an unlimited number of RSS feeds and items.	\$2,500
Silver Support – Administrator and up to 4 trainers – unlimited e-mail support, 10-hours phone consultation for training and support.	\$1,125
OmniUpdate Total Recurring Cost ¹	\$11,875¹

¹ Amount would be invoiced and due July 1, 2006.

Multi-Year Agreement	Cost
Year 1 of 3 - Implementation, 25 user license and support (7/01/06 – 6/30/07)	\$20,875
Year 2 of 3 – 25 user license and support (7/01/07 – 6/30/08)	\$11,875
Year 3 of 3 – 25 user license and support (7/01/08 – 6/30/09)	\$11,875
Total	\$44,625

Summary

Implementing OmniUpdate Campus will empower authorized users with the ability to create and maintain the Victor Valley College directly from their web browser without programming knowledge or extensive training. The result will dramatically improve the effectiveness of the site and help to achieve the communication objectives of the institution. Authorized users of OmniUpdate Campus will find the word processor-like interface intuitive and easy-to-use, resulting in a high acceptance rate with minimal support required. The system will also reduce web maintenance costs and save on valuable IT resources by distributing the content authoring workload. OmniUpdate is a proven solution that integrates seamlessly without changes to the existing web site or system architecture.

NOTES

1. Agreement must be executed within 30 days.
2. The agreement contains confidential and proprietary information. It should not be disclosed to any individual who is not a direct recipient or directly involved in the execution of the proposed agreement.

Accepted and agreed to by:

Victor Valley College:

 Michael Monina
 Director of Sales
 WebsiteASP, Inc.

 Date

 Authorized signature

 Date

 Print name/title



OmniUpdate Service Level Agreement

Your use of the OmniUpdate service provided by WebsiteASP, Inc. is expressly conditioned on your acceptance of the following WebsiteASP terms and conditions. By using this service, you signify your assent to these terms and conditions.

1. DESCRIPTION OF SERVICE.

a. OmniUpdate provides authorized staff members within your organization the capability to easily update your web site with an intuitive browser-based full page editor and have these updates -- typically additions, modifications and deletions to the original content -- published back to your web server. Specific services and schedule will be delivered as defined in your Service and Pricing Proposal.

b. In order to use OmniUpdate as a Hosted Application (the "Service"), you must obtain access to the World Wide Web, either directly or through devices that access web-based content, and pay any service fees associated with this access. In addition, you must provide all equipment and software necessary to make a connection to the World Wide Web, including a computer and modem or other access device, and a World Wide Web browser. The Service does not offer access to the World Wide Web, or the equipment necessary for you to obtain such access.

c. OmniUpdate as a Hosted Application does not store, or serve "production" web pages for its customers. "Production" web pages are defined as the files that are served directly to visitors accessing a web site. OmniUpdate as a Hosted Application does store copies of the editable files of its customer's web pages in a private storage area making them available for editing to authorized users as defined by the customer.

2. BILLING POLICIES. The following Billing Policies apply to all WebsiteASP customers unless otherwise agreed upon and specified in their Service and Pricing Proposal:

a. Payment for OmniUpdate services is billed annually and due in advance. Second and subsequent year invoices are generated on the first day of the calendar month in which service initially began. All payments are due immediately; if payment is not received within 30 days, WebsiteASP reserves the right to suspend access to service for Customer's Account(s). A reconnection charge will apply after payment of any outstanding balance.

b. Payments for services not made within 30 days are considered delinquent and may be subject to reasonable interest, collection and legal fees.

c. Customer agrees to pay WebsiteASP all charges relating to use of Customer's Account(s). Customer acknowledges that no full or partial refund of the initial or current year's service fee will be given if service is canceled. The activation ("set up") fee is non-refundable.

d. WebsiteASP, Inc. reserves the right to change the prices, terms and conditions of service at any time. Price changes will not take effect until the beginning of customer's next billing period. Additional price protection, if any, may be specified in customer contract or invoice.

3. SERVICE LEVEL GUARANTEE. The following specifies OmniUpdate service guarantees to all OmniUpdate "Hosted Application" customers.

a. OmniUpdate Application Availability: Network connections from the OmniUpdate application center to the Internet will be available to customers free of Network Outages 99.99% of the time, not including normal or scheduled maintenance windows.

b. In the event a Customer experiences a service interruption for more than thirty (30) consecutive minutes and is unable to transmit and receive information from the OmniUpdate Application Center and Customer notifies WebsiteASP immediately of such event and WebsiteASP determines that such interruption was caused by WebsiteASP's inability to provide said services for reasons within WebsiteASP's control and not as a result of any



actions or inactions of Customer equipment or any third parties (including failure of third party equipment), and such inability is not a result of standard scheduled maintenance of OmniUpdate services, WebsiteASP will, upon Customer's request, credit Customer's account the connectivity charges for 200% of the length of the interruption that exceeds the Service Level Guarantee. Customer credit may not exceed one month's service fees in any single calendar month.

4. ACCEPTANCE OF TERMS. WebsiteASP provides the Service to you subject to these Terms, which may be updated by us from time to time. Unless explicitly stated otherwise, any new features that augments or enhances the current Service, including the release of new OmniUpdate services, shall be subject to these same terms.

5. MEMBER ACCOUNTS AND PASSWORDS. You will be able to select account user names and passwords for all users and administrators. You are responsible for selecting a password for each user that would not be immediately obvious to someone trying to guess it, and change it periodically as an added precaution. You are responsible for maintaining the confidentiality of your account usernames and passwords, and are fully responsible for all activities that occur under your accounts. You agree to (a) immediately notify WebsiteASP of any unauthorized use of your accounts or any other breach of security, and (b) ensure that you exit (logout) from your account at the end of each session. WebsiteASP cannot and will not be liable for any loss or damage arising from your failure to comply with this Section 5.

6. SECURITY

WebsiteASP utilizes industry-accepted measures and standards to maintain the security and confidentiality of User Content. Specifically, WebsiteASP hosts User Content on a server that is secured by an authentication scheme and a firewall. Physical and electronic measures assure that no outside access can be obtained to the hosted staging files. No access is granted to the staging area except through the OmniUpdate roles-based permission system. You acknowledge and agree that, due to the inherent qualities of the Internet, WebsiteASP cannot prevent and, therefore, is not responsible for inadvertent security breaches, nor is WebsiteASP responsible for your failure to maintain the confidentiality of your account information and/or password. Furthermore, you are entirely responsible for any and all activities that occur under your account. You agree to immediately notify WebsiteASP of any unauthorized use of your account or any other known breach of security.

7. MEMBER CONDUCT. You understand that all information, data, text, messages and other materials ("Content"), whether publicly posted or privately transmitted, are the sole responsibility of the person from which such Content originated. This means that you, and not WebsiteASP, are entirely responsible for all Content that you send via the OmniUpdate system or otherwise transmit via the Service. WebsiteASP does not control the Content published via the Service and, as such, does not guarantee the accuracy, integrity or quality of such Content. Under no circumstances will WebsiteASP be liable in any way for any Content, including, but not limited to, for any errors or omissions in any Content, or for any loss or damage of any kind incurred as a result of the use of any Content published, emailed or otherwise transmitted via the Service. You agree to use the Service in a manner consistent with any and all applicable laws and regulations. Specifically, you agree not to use the Service for any unlawful, offensive, harassing, or deceitful purpose. Transmission of material, information or software in violation of any local, state or federal law is prohibited and is a breach of these terms.

8. INDEMNITY. You agree to indemnify and hold WebsiteASP, and its subsidiaries, affiliates, officers, agents, or other partners, and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of Content you publish to or transmit through the Service, your use of the Service, your connection to the Service, your violation of these terms, or your violation of any rights of another.

9. NO RESALE OF SERVICE. We grant to you a limited, non-exclusive, non-transferable, revocable license to use the Service only for its intended purposes. As a licensee of the Service you may not rent, lease, grant a security interest in, sell, resell, or otherwise transfer any rights you have in the use of the Service. You further agree not to reproduce duplicate, copy or exploit for any commercial purposes, any portion of the Service, use of the Service, or access to the Service.

Under the license described in the previous paragraph, you are prohibited from modifying, translating, disassembling, decompiling, or reverse engineering or otherwise attempting to derive the source code for the

operation of the Service or creating derivative works based on the Service or parts of the Service. For purposes of these terms, "reverse engineering" shall mean the examination or analysis of the Service to determine its source code, structure, organization, internal design, algorithms or encryption devices. The license granted to you under these terms will automatically terminate upon termination of your account. WebsiteASP has the right to terminate the license of any user at any time for any or no reason whatsoever, solely in the discretion of WebsiteASP and its partners.

10. TERMINATION OF ORDER. Any duly executed order may be terminated by WebsiteASP immediately upon written notice in the event Customer materially breaches the terms of this Agreement. In such an event, WebsiteASP shall have the right to terminate this Agreement and all other orders forthwith. WebsiteASP will not refund any service fees unless WebsiteASP is in breach of this Agreement.

11. FORCE MAJEUR. WebsiteASP shall not be responsible for failure to perform under this Agreement when its failure results from any of the following causes: Acts of God or Public enemies, war, insurrection or riot, fire, flood, explosion, earthquake or serious accident, strike, labor trouble or work interruption or any cause beyond its reasonable control.

12. WEBSITEASP'S PROPRIETARY RIGHTS. You acknowledge and agree that the Service and any necessary software used in connection with the Service contain proprietary and confidential information that is protected by applicable intellectual property and other laws. Except as expressly authorized by WebsiteASP, its partners, or advertisers, you agree not to modify, rent, lease, loan, sell, distribute or create derivative works based on the Service or the Software, in whole or in part. You agree not to access the Service by any means other than through the Browser interface that is provided by WebsiteASP for use in accessing the Service.

13. LIMITATION OF LIABILITY DISCLAIMER. YOU EXPRESSLY UNDERSTAND AND AGREE THAT:

A. THE SECURITY MECHANISMS IMPLEMENTED BY WEBSITEASP AND ITS PARTNERS MAY HAVE INHERENT LIMITATIONS, AND YOU MUST DETERMINE FOR YOURSELF THAT THE SERVICE SUFFICIENTLY MEETS YOUR REQUIREMENTS. WEBSITEASP AND ITS PARTNERS ARE NOT RESPONSIBLE FOR YOUR DATA WHETHER RESIDING ON OUR OR YOUR SERVERS.

B. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM WEBSITEASP OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.

C. WEBSITEASP AND/OR ITS SUBSIDIARIES, OFFICERS, AND EMPLOYEES SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR OTHER DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, BUSINESS INTERRUPTION OR OTHER INTANGIBLE LOSSES (EVEN IF WEBSITEASP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE SERVICE; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SERVICE; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (iv) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SERVICE; OR (v) ANY OTHER MATTER RELATING TO THE SERVICE.

14. NOTICE. Notices to you may be made via email, login notice or regular mail. WebsiteASP may also provide notices of changes to these terms or other matters by displaying notices or links to notices generally on the Service.

15. TRADEMARK, COPYRIGHT INFORMATION. WebsiteASP, the OmniUpdate logo, and other WebsiteASP logos and product and service names are trademarks of WebsiteASP, Inc. (the "OmniUpdate Marks"). Without WebsiteASP's prior permission, you agree not to display or use in any manner, the OmniUpdate Marks except as provided by the Service.



16. SCHEDULED MAINTENANCE. The regularly scheduled maintenance of the OmniUpdate Service is every Saturday from 6:00 p.m.- midnight (Pacific Time). During that time the Service may or may not be available for use. If maintenance is outside this window, the administrator of your account will be notified.

17. MARKETING AND PUBLICITY.

a. Use of Name: WebsiteASP may use your name in its customer list to include, but not be limited to, postings to the OmniUpdate web site, financial reports, and prospectuses identifying you as a customer. Your account must be in good standing with WebsiteASP to remain listed.

b. Press Release: From time to time, WebsiteASP selects candidates from its customer list with whom it wishes to announce a business relationship with or generate a joint press release. Should you be so selected, you shall have an opportunity to review and approve each press release prior to its issuance. Your approval shall not be unreasonably withheld or delayed.

18. GENERAL INFORMATION. These terms constitute the entire Service Level Agreement between you and WebsiteASP and govern your use of the Service, superceding any prior agreements between you and WebsiteASP. You also may be subject to additional terms and conditions that may apply when you use affiliate services, third-party content or third-party software. These terms and the relationship between you and WebsiteASP shall be governed by the laws of the State of California without regard to its conflict of law provisions. You and WebsiteASP agree to submit to the personal and exclusive jurisdiction of the courts located within the county of Ventura, California. The failure of WebsiteASP to exercise or enforce any right or provision of these terms shall not constitute a waiver of such right or provision. If any provision of these terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these terms remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service or these terms must be filed within one (1) year after such claim or cause of action arose or be forever barred. The section titles in the agreement are solely used for the convenience of the parties and have no legal or contractual significance.

WebsiteASP, Inc., a California corporation, offers a number of services and for this service, WebsiteASP, Inc. also does business as (DBA) OmniUpdate.

Agreed and accepted by:

Michael Monina
Director of Sales
WebsiteASP, Inc.

_____ Date

Its: _____ Date

Revised 11/03

ADMINISTRATIVE SERVICES

JUNE 27, 2006

TOPIC: LEASE AGREEMENT – CLASS LEASING, INC.

TO THE SUPERINTENDENT/PRESIDENT:


The district wishes to renew the lease agreement for One (1) 24x40 Relocatable Classroom, Serial No. 47147-01/02. This lease agreement is for a period of three (3) years commencing on July 2, 2006 and ending on July 1, 2009.

Fiscal impact: \$16,488.00 to be paid in annual installments of \$5,496.00 for three (3) years.

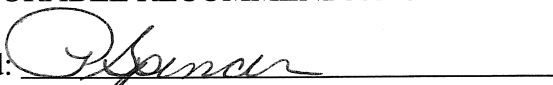
RECOMMENDATION:

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

REFERENCE FOR AGENDA: YES

Signed: 
Vice President, Administrative Services

TRANSMITTED TO THE BOARD WITH A FAVORABLE RECOMMENDATION:

Signed: 
Superintendent/President

ACTION TAKEN BY THE BOARD:

MOTION _____

SECOND _____

INFORMATION ONLY _____

3/6

LEASE AGREEMENT

LEASE NUMBER: CL2367
Renewal

This Lease made and entered into as of this 1st day of June, 2006 by and between Class Leasing, Inc. organized and existing under and by virtue of the laws of the State of California, hereinafter designated as "Lessor" and:

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

a public Corporation, hereinafter designated as "Lessee".

In consideration of the mutual covenants and agreements herein contained, the Lessor does hereby demise and lease unto the Lessee and the Lessee does hereby rent from Lessor the following personal property:

One (1) 24 x 40 Relocatable Classroom
Serial Number: 47147-01/02

which was/were installed by the Lessor on or about July 1, 2003 on the premises and as directed by the Lease at: Victor Valley Community College, 18422 Bear Valley Rd., Victorville, Ca. 92392; for the use of said Lessee, upon the following terms and conditions which are hereby mutually agreed to by the parties hereto.

FIRST: The term of the Lease is for a period of three (3) year (s) commencing July 2, 2006 and ending on July 1, 2009 of which \$ 5,496.00* is payable July 2, 2006 and the balance of \$ 10,992.00* is payable in two (2) equal annual installments of \$ 5,496.00* commencing July 2, 2007 and annually thereafter. In the event any installment is not paid within thirty (30) days of the due date, an additional charge of ten (10) percent of the payment due on said installment will be required as provided by law.

SECOND: In addition to the annual rental, the Lessee agrees to pay for the following charges: Removal Fees: \$ 3,450.00* per unit, upon termination of lease.

THIRD: The Lessor shall provide all labor, materials, and services required for the complete installation of each unit except that all site work, including connection to utilities, shall be done by the Lessee.

FOURTH: Lessee will furnish light, heat, custodial, and maintenance service to the unit (s) during the lease period.

FIFTH: Lessee may install school furniture and equipment as may be required for school purposes. All such furniture and equipment placed or installed in said unit (s) by the Lessee shall remain the property of the Lessee and upon termination of said Lease for any cause, shall be removed by said Lessee.

SIXTH: Lessee agrees that the said property will be used by Lessee for the ordinary and usual purpose for which it is designated and the Lessee shall not make or have made any alteration of said unit (s) without prior written consent of the Lessor.

It is further agreed that during the term of this Lease, Lessee shall be responsible for and shall pay all charges for upkeep and/or storage of said property and shall make, at its own expense any and all repairs, and supply and pay for any and all parts and accessories needed to maintain and operate said property in proper condition and in good running order, and at the end of the Lease period or upon earlier termination, the Lessee shall re-deliver said property to Lessor in as good condition as when delivered to Lessee, reasonable wear and tear excepted.

* Includes any applicable taxes

LESSORS ORIGINAL

SEVENTH: "Except for claims and liabilities arising from the negligence of Lessor" Lessee agrees to be liable for, and pay and satisfy every claim and liability arising against said property, during the term of this Lease, and assumes hereunder all assessments, sales use, property, or other taxes and charges imposed whether the same be assessed against the Lessor or Lessee by any Federal, State, or Local Government in which said property is, or may be operated, during the term of this Lease, and Lessee agrees to defend at Lessee's own expense any and all action brought against either or both parties hereto for damages to persons, property, caused by said property, or by its operation, and to hold Lessor free and harmless of and from any and all claims and demands, which may arise or be occasioned to any persons, or to any property by or through the use of said property during the term of this Lease, or any renewal thereof.

EIGHTH: Lessee will cause its own all risk insurance property policies to be extended to cover the said classroom (s) for their full replacement cost (new for old without depreciation) and contents with endorsements in the name of the Lessor as his interest may appear, Lessee will also cause Lessor to be named as additional assured in its public liability policy to the extent of the Lessee's operations of the said classroom (s), for as long as this Lease is in force.

NINTH: The unit(s) shall not be removed from the aforementioned location without prior written approval of the Lessor. The Lessee may elect to have the classroom(s) re-located by CLASS LEASING, INC. (951) 943-1908. If an independent contractor is used, the Lessee shall obtain prior written approval from the Lessor stating the contractors name and address, the date of the re-location, and the premises to where the unit(s) is/are to be moved. Lessee hereby covenants and agrees to indemnify and hold Lessor harmless against any and all liability for injury or damage to person or property including the unit(s) removed by an independent contractor.

TENTH: In the event Lessee defaults in the payment of amount due and to become due under the terms of said Lease or defaults in the performance of any of the terms and conditions thereof, all the Lessee's rights hereunder are terminated and the Lessor shall become entitled to possession of the property, to retain all rentals, and to demand from the Lessee all sums owing and unpaid. Lessee agrees that the Lessor can enter the site and repossess the property from the site.

ELEVENTH: This agreement is in every respect, binding on the parties hereto, and their respective successors and assigns.

TWELFTH: "In the event any legal action is commenced to enforce or interpret the terms or conditions of this Agreement, the prevailing party shall, in addition to any costs or other relief, be entitled to its reasonable attorney's fees".

IN WITNESS WHEREOF ON THE DATE AND YEAR FIRST ABOVE WRITTEN, THE LESSOR HAS CAUSED THIS LEASE TO BE EXECUTED BY HAVING ITS NAME AFFIXED BY ITS DULY AUTHORIZED OFFICER AND THE LESSEE HAS CAUSED THIS LEASE TO BE EXECUTED BY HAVING ITS NAME AFFIXED BY ITS DULY AUTHORIZED OFFICER.

Victor Valley Community College
LESSEE

BY

TITLE

DATE

Class Leasing, Inc.
LESSOR

BY

CEO
TITLE

6/1/06
DATE

LESSORS ORIGINAL

ADMINISTRATIVE SERVICES

JUNE 27, 2006

TOPIC: AMENDMENT TO EXISTING SPENCER/HOSKINS ASSOCIATES AGREEMENT

TO THE SUPERINTENDENT/PRESIDENT:

The original agreement for \$909,968.00 with Spencer/Hoskins Associates, for architectural services related to the Advanced Technology Center was approved by the Board in July 1999 and was based on a standard percentage of construction costs projected at that time.

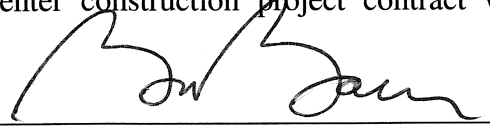
Seven years have passed and a substantial amount of additional work has occurred on this project, resulting in a requested increase in architectural fees of \$157,488.00 which is less than the percentage entitled to in the contract but within the approved State funding for this project.

Fiscal impact: Not to exceed \$157,488. This is a 100% reimbursable expenditure from Capital Construction funds.

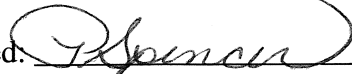
RECOMMENDATION:

It is recommended that the Board of Trustees approve the Amendment as submitted for reimbursable fees for the Advanced Technology Center construction project contract with Spencer/Hoskins Associates.

REFERENCE FOR AGENDA: YES

Signed: 
Vice President, Administrative Services

TRANSMITTED TO THE BOARD WITH A FAVORABLE RECOMMENDATION:

Signed: 
Superintendent/President

ACTION TAKEN BY THE BOARD:

MOTION _____

SECOND _____

INFORMATION ONLY _____

AGREEMENT FOR ARCHITECTURAL SERVICES

This Agreement for Architectural Services ("Agreement") is entered into this 13th day of July, 1999, by and between **VICTOR VALLEY COMMUNITY COLLEGE DISTRICT**, a California Community College District ("District") and **SPENCER/HOSKINS ASSOCIATES** ("Architect").

RECITALS

WHEREAS, the District desires to retain Architect to provide and perform architectural and related services in connection with the design and construction of a work of improvement commonly described as the **ADVANCED TECHNOLOGY CENTER** ("the Project").

WHEREAS, Architect is duly licensed as an architect under the laws of the State of California and is qualified and capable of providing and performing the services and its other obligations under this Agreement in accordance with the terms hereof.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the District and Architect agree as follows:

AGREEMENT

- 1 **BASIC SERVICES.** Architect shall provide Basic Services and authorized Additional Services, as more particularly enumerated in this Agreement with its employees and Design Consultants. Architect's services hereunder shall be performed or provided as expeditiously as possible consistent with professional skill and care and in such a manner as to avoid hindrance, interruption or delay to the orderly progress and completion of Project design and construction.
- 2 **ARCHITECT COMPENSATION**
 - 2.1 **Contract Price.** The District shall pay Architect the Contract Price of **Nine Hundred Nine Thousand Nine Hundred Sixty Eight Dollars (\$909,9682)** for the Basic Services, with payment in accordance with the terms hereof. The Contract Price includes Architect's fee, personnel expense, inclusive of all benefits and burdens, travel within the counties of Los Angeles, Riverside, San Bernardino and Orange, insurance and other overhead costs associated with or arising out of performance of this Agreement, except for Reimbursable Expenses.
 - 2.2 **Contract Price Adjustment.** The Contract Price of this agreement has been calculated as 7.5168% of the estimated construction cost of \$12,105,794 (see Capital Outlay Final Project Proposal revised January 22, 1999, Exhibit A). The Contract Price may require adjustment when the final project allocation is made by the Department of Finance after the construction contract(s) is/are awarded.
 - 2.3 **Reimbursable Expenses.** In addition to the Contract Price for Architect's Basic Services hereunder, the Architect shall be paid Reimbursable Expenses for costs of a non-capital nature reasonably and necessarily incurred by Architect to perform the Basic Services or authorized Additional Services, including long-distance telephone, postage, delivery, office supplies, plans, prints, photographs or travel authorized in advance by the District outside of the counties of Los Angeles, Riverside, San Bernardino and Orange. Charges for Reimbursable Expenses shall be actual costs incurred by Architect. Reimbursable Expense exceeding \$500.00 will not be paid

unless Architect shall have obtained the prior approval of District. The District may direct the cessation of, or alternatives to, items of Reimbursable Expenses, if in the sole determination of the District such Reimbursable Expenses are excessive or not necessary for the efficient, orderly and full performance of the Architect's obligations hereunder.

2.4 Additional Services. If the District shall approve or direct Architect to perform or provide Additional Services described generally in Article 3 of the Conditions to this Agreement, Architect shall be compensated for its personnel providing such Additional Services in accordance with the schedule attached hereto as Exhibit "A" ("the Rate Schedule") and incorporated herein by this reference.

2.5 District Payments.

2.5.1 Allocation of Contract Price. Architect and District agree that for purposes of the District's payment of the Contract Price for Basic Services, the Contract Price shall be allocated amongst the various Phases of the Basic Services as follows:

Schematic Design Phase	15%
Design Development Phase	15%
Construction Documents Phase	45%
Bidding Phase	5%
Construction Phase	17%
Post-Construction Phase	3%

2.5.2 Architect Billings to District. During the course of providing Basic Services, Architect shall submit monthly billing invoices to the District for payment of the Contract Price for Basic Services, authorized Additional Services and Reimbursable Expenses performed or incurred in the immediately prior month. Architect's billings shall be in such form and format as may be reasonably requested by District.

2.5.3 District Payments to Architect. Within thirty (30) days of receipt of Architect's billing invoices, District will make payment to Architect of undisputed amounts of the Contract Price due for Basic Services, authorized Additional Services and Reimbursable Expenses. No deductions shall be made or withheld from payments due Architect hereunder on account of any penalty, assessment, liquidated damages, or other amounts withheld by the District from payment to the Contractor engaged by the District for Project construction. The District may, however, withhold or deduct from amounts otherwise due Architect hereunder if Architect shall fail to timely and completely perform material obligations to be performed on its part under this Agreement, with the amounts withheld or deducted being released after Architect has fully cured such failure of performance, less costs, damages, or losses sustained by the District resulting therefrom. Notwithstanding any provision of this Agreement to the contrary, if the District shall, in good faith, dispute the amount due Architect under any billing invoice rendered by Architect under this Agreement, pursuant to Civil Code §3320(a), the District may withhold from payment to the Architect an amount not to exceed one hundred and fifty percent (150%) of the disputed amount.

** continued on following page **

- 3 **Insurance.** Coverage amounts and limits for policies of insurance to be obtained and maintained by Architect pursuant to Article 4 of the Conditions to this Agreement are:

Workers Compensation	In accordance with applicable law
Employers Liability	\$1,000,000
Commercial General Liability - Bodily Injury or Death	
Per Occurrence	\$1,000,000
Aggregate	\$2,000,000
Property Damage	
Per Occurrence	\$1,000,000
Aggregate	\$2,000,000
Automobile Liability - Bodily Injury or Death	
Per Occurrence	\$1,000,000
Aggregate	\$ <u>N/A</u>
Professional Liability	
current	\$1,000,000
effective on the 1999 renewal date	\$2,000,000

4 **Miscellaneous**

- 4.1 **Governing Law/ Interpretation.** This Agreement shall be governed and interpreted in accordance with the laws of the State of California in accordance with its fair meaning and not strictly for or against the District or Architect.
- 4.2 **Successors; Non-Assignability.** This Agreement and all terms hereof are binding upon and inure to the benefit of the respective successors of Architect and the District. Neither Architect nor District shall assign rights or obligations hereunder without the prior consent of the other, which consent may be withheld or granted in sole discretion of the Party requested to grant such consent.
- 4.3 **Authority.** The individual(s) executing this Agreement on behalf of Architect warrant and represent that she/he is authorized to execute this Agreement and bind Architect to all terms hereof. The individual(s) executing this Agreement on behalf of District warrant and represent that she/he is authorized to execute this Agreement and subject to approval and ratification by the District's Board of Trustees, to bind District to all terms hereof and authority granted to enter into this Agreement.
- 4.4 **Notices.** Notices under this Agreement shall be addressed and delivered as follows:

If to District:

Sharon Walker
Victor Valley Community College District
18422 Bear Valley Road
Victorville, California 92392

with copies to:

Nick Halisky
Victor Valley Community College District
18422 Bear Valley Road
Victorville, California 92392

If to Architect:

James Spencer
SPENCER/HOSKINS ASSOCIATES
2245 North Lake Avenue
Altadena, California 97101

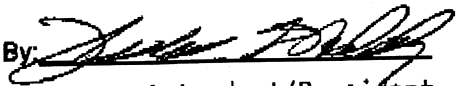
4.5 Entire Agreement. This Agreement, the accompanying Conditions, and the documents enumerated below, if any, are all of the documents forming a part of the Agreement:

Exhibit "A" Rate Schedule


The foregoing constitute the entire agreement and understanding between the District and Architect concerning the subject matter hereof, replacing and superseding all prior agreements or negotiations, whether written or verbal. No term or condition of this Agreement shall be modified or amended except by writing executed by the District and Architect.

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

'DISTRICT'
VICTOR VALLEY COMMUNITY
COLLEGE DISTRICT a California
Community College District

By: 
Title: Superintendent/President
Date: July 19, 1999

'ARCHITECT'
SPENCER/HOSKINS ASSOCIATES

By: 
Title: PRINCIPAL
Date: 7/9/99

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CONDITIONS OF AGREEMENT FOR ARCHITECTURAL SERVICES

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CONDITIONS OF AGREEMENT FOR ARCHITECTURAL SERVICES

1 RELATIONSHIP OF PARTIES

- 1.1 Relationship of Architect to Other Project Participants.** The Architect's services hereunder shall be provided in conjunction with contracts between the District and other Project participants including the Contractor and the District's Project Manager. If one is retained by the District for the Project. The Contractor awarded the Construction Contract is responsible for performance of its obligations under the Construction Contract. Architect's services hereunder shall not be deemed or construed to be Architect's assumption of responsibility for, or control over construction means, methods, sequences, or procedures, or for safety at the Site, all of which are and remain the responsibility of the Contractor.
- 1.2 Architect Independent Contractor Status.** In providing services hereunder, Architect shall be an independent contractor to the District. The express terms hereof set forth the limited extent to which Architect is authorized to act on behalf of the District in its Independent contractor capacity. Architect shall be responsible to the District and third parties for the consequences of Architect's actions or conduct which exceed the express limited scope of Architect's authority to act on behalf of the District set forth herein.
- 1.3 District Responsibilities.**
- 1.3.1 Information.** The District shall provide full information regarding the Project, including the District's objectives, general description of the scope, schedule requirements, construction budget, and other constraints and requirements which may affect the Project.
- 1.3.2 District Representative.** The District shall designate a representative to act on the District's behalf with respect to the Project and who shall be authorized to render decisions on behalf of the District and to carry out the District's responsibilities under this Agreement, all of which shall be discharged or performed in a manner so as to avoid unreasonable delay in the orderly and sequential progress of Project design and construction and Architect's services hereunder.
- 1.3.3 District Consultants.** The District shall furnish all legal, accounting, insurance, and other consulting services as may be necessary for the Project.
- 1.3.4 Tests and Inspections.** The District shall furnish or otherwise retain inspection or testing services in connection with construction of the Project as required by applicable code, regulation, or ordinance or the terms of the Construction Contract. The District shall provide, if required by code, regulation, or rule or by conditions encountered, tests or inspections for hazardous or toxic materials.
- 1.3.5 District Notice of Non-Conformity.** The District will give prompt written notice to the Architect if the District becomes aware of any fault, failure, or neglect of Architect or the services provided by Architect hereunder; provided that the failure or delay by District in giving such written notice shall not constitute a waiver of any right or remedy of the District arising out of such fault, failure, or neglect of the Architect.
- 1.4 Architect Standard of Care.** Architect shall provide the Basic Services and authorized Additional Services: (i) using its best professional skill and judgment; (ii) acting with due care and in accordance with professional standards of care and the terms hereof; and (iii) in accordance with applicable law, code, rule, or regulation.

2 BASIC SERVICES

- 2.1 Architect Representation.** The Architect shall designate a Project Architect and/or Job Captain for all Phases of Basic Services. The Architect's Project Architect and/or Job Captain shall be reasonably satisfactory to the District, will not be replaced without approval of the District, and shall have the overall responsibility for performance of Architect's obligations hereunder and be authorized to act on behalf of the Architect in discharge of Architect's services hereunder. During the Construction Phase, the Project Architect and/or Job Captain shall be readily available and provide by telephone, telecopier, correspondence, or other means of communication to provide design direction and decisions as necessary to avoid delay, hindrance, or interruption to completion of Project design and construction.
- 2.2 Design Consultants.** Basic Services are enumerated in this Article 2 and include all architectural and engineering services for structural, civil, mechanical, electrical, and landscaping portions of the Project as necessary or appropriate to produce accurate and complete Construction Documents for the Project.
- 2.3 Pre-Design (Programming) Phase.** The Architect shall review the Project Construction Budget and other information provided by the District pursuant to Article 1.3.1 hereof to ascertain the requirements and constraints of the Project. In consultation with the District, understandings shall be arrived at with respect to the scope, requirements, and constraints of the Project. Architect shall provide the District with a preliminary evaluation of the District's Project requirements and constraints, including the selection of materials, building systems, equipment, the Project Construction Budget, and alternative approaches to design and construction of the Project.
- 2.4 Schematic Design Phase.**
- 2.4.1 Preliminary Schematic Design Documents.** Based upon the Project scope, Project Construction Budget, schedule, and other requirements or constraints mutually agreed upon and understood between the District and Architect for the Project, the Architect shall prepare Preliminary Schematic Design Documents consisting of Drawings and other documents illustrating scale and other relationships of the various components of the Work and an outline of Specifications. Upon completion of the Preliminary Schematic Design Documents, or at such other intervals during Architect's development of Preliminary Schematic Design Documents as may be agreed upon by District and Architect, Architect shall submit the same to the District for information, review, and comments.
- 2.4.2 Final Schematic Design Documents.** The District and Architect will confer and consult with each other to arrive at mutual understandings and agreements as to which of the District's comments to the Preliminary Schematic Design Documents are to be incorporated into the Final Schematic Design Documents. Architect shall prepare Final Schematic Design Documents which consist of the Preliminary Schematic Design Documents revised to incorporate therein the mutually agreed upon changes and other comments. Upon completion of the Final Schematic Design Documents, Architect shall submit the same to the District for review and approval.
- 2.4.3 Preliminary Construction Cost Estimate.** The Architect shall prepare and deliver to the District a Preliminary Construction Cost Estimate. If the Preliminary Construction Cost Estimate shall materially exceed the District's Project Construction Budget, the Architect shall consult with the District and revise the Schematic Design Documents as necessary so that the Preliminary Construction Cost Estimate for the Work depicted therein is consistent with the Project Construction Budget. Revisions of the Schematic Design Documents to conform with the Project Construction Budget shall be without adjustment to the Contract Price unless the District shall have directed Architect to modify the scope of the Project or component parts thereof which cause the Project Construction Budget to be exceeded.

2.5 Design Development Documents

- 2.5.1 Preliminary Design Development Documents. Based upon Final Schematic Design Documents approved by the District, the Architect shall prepare Preliminary Design Development Documents for review and approval by the District. Preliminary Design Development Documents shall consist of Drawings, Specifications and other documents establishing and describing the size and character of building systems, including architectural, mechanical, electrical, structural and plumbing systems, materials and equipment, as well as other significant components of the Work.
- 2.5.2 District Review. Upon completion of Preliminary Design Development Documents, or such earlier intervals as may be mutually agreed between the District and Architect, Architect shall submit Preliminary Design Development Documents to the District for information, review, and comments.
- 2.5.3 Final Design Development Documents. The District and Architect will confer and consult with each other to arrive at mutual understandings and agreements as to which of the District's comments to the Preliminary Design Development Documents are to be incorporated into the Final Design Development Documents for the Project. Architect shall prepare Final Design Development Documents incorporating therein the mutually agreed upon comments of the District. Upon completion of the Final Design Development Documents, Architect shall submit the same to the District for approval. Architect shall revise the Final Design Development Documents as necessary to obtain the District's reasonable approval thereof.
- 2.5.4 Review of Final Design Development Documents Status. At intervals mutually agreed upon by the District and Architect, or in the absence of such mutual agreement at such intervals as reasonably determined by District, Architect shall provide to the District, for review and information, the Drawings, Specifications, and other Design Documents for the Project depicting the then current status of the Architect's preparation of Final Design Development Documents.
- 2.5.5 Design Development Construction Cost Estimate. The Architect shall prepare a Construction Cost Estimate for the Work of the Project depicted in the Final Design Development Documents; if the Construction Cost Estimate shall materially exceed the Project Construction Budget without fault or neglect of the District, the Architect shall revise the Design Development Documents as necessary so that the Construction Cost Estimate for the Work depicted therein conforms with the Project Construction Budget. Revisions of the Design Development Documents to conform with the Project Construction Budget shall be without adjustment to the Contract Price unless the District shall have directed modifications to, or inclusions in, the scope of the Project or component parts thereof which cause the Project Construction Budget to be exceeded.

2.6 Construction Documents Phase

- 2.6.1 Construction Documents. Based upon the approved Final Design Development Documents, the Architect shall prepare Construction Documents consisting of all Drawings and Specifications and other Design Documents necessary or appropriate for setting forth in detail the requirements for the Work with sufficient clarity, coordination, and consistency to permit qualified and capable contractors to bid upon and construct the Work depicted therein for the Project Construction Budget.
- 2.6.2 Review of Construction Documents Status. At intervals mutually agreed upon by the District and Architect, or in the absence of such mutual agreement at such intervals as reasonably determined by the District, Architect shall provide to the District, for review and information, the Drawings, Specifications, and other documents depicting the then current status of the Architect's preparation of Construction Documents.

- 2.6.3 Constructability and Design Review: Value Engineering. The District reserves the right to conduct, or cause to be conducted, constructability reviews and/or value engineering of the Construction Documents. If the District elects to conduct either constructability reviews or value engineering, the District shall notify the Architect of the same and thereupon at Architect's preparation of Construction Documents for the Project to seventy five percent (75%) and one hundred percent (100%) completion, the Architect shall submit Construction Documents to the District for such constructability reviews and/or value engineering. The District and Architect will confer and consult with each other to arrive at mutual understandings and agreements as to which of the constructability review and/or value engineering comments are to be incorporated into the Construction Documents. The Construction Documents shall incorporate mutually agreed upon comments and the Architect shall submit revised Construction Documents to the District for approval. Architect shall revise Construction Documents as necessary to obtain the District's reasonable approval thereof.
- 2.6.4 Detailed Construction Cost Estimate. Based upon the Work of the Project depicted in the Construction Documents approved by the District, Architect shall prepare a detailed Construction Cost Estimate for the Work depicted in the approved Construction Documents. If the detailed Construction Cost Estimate shall materially exceed the Project Construction Budget, Architect shall revise the Construction Documents as necessary so that the detailed Construction Cost Estimate for the Work depicted therein conforms with the Project Construction Budget. Revisions of the detailed Construction Cost Estimate shall be without adjustment to the Contract Price unless the District shall have directed modifications or inclusions to the scope of the Project or component parts thereof which cause the Project Construction Budget to be exceeded.
- 2.6.5 Approvals of Construction Documents. The Architect shall obtain all necessary approvals or permits for the Construction Documents from governmental agencies with jurisdiction therefor as necessary for the bidding and construction of the Work including without limitation, approvals by the Division of the State Architect ("DSA"). Without adjustment of the Contract Price, Architect shall revise the Construction Documents as required by DSA or other governmental agencies with jurisdiction over the Project to obtain their respective approval or permit issuance.
- 2.6.6 Architect Provision of Construction Documents. The Architect shall provide the District with one clear background, reproducible copy of the Drawings included in the final approved Construction Document for bidding and construction purposes. Reproduction of these sets for the District's bidding is at the cost of the District, except to the extent that reproduction is required by revisions or corrections arising out of errors or omissions of the Architect or its Design Consultants, in which case, the Architect shall bear all costs of revisions or corrections including reproduction of revised Drawings. The District will furnish Architect with ten (10) sets of the final approved Construction Documents for use by Architect and its Design Consultants in the Bidding and Construction Phases of the Project.
- 2.7 **Bidding Phase**
- 2.7.1 Development of Bid Documents. In consultation with the District, the Architect will advise and make recommendations to the District for bidding and award of the Construction Contract. Architect will generally review and comment upon the District's proposed forms of Construction Contract and General, Special, and other Conditions thereof for conformity and consistency with the Construction Documents. Architect shall assist the District in preparation of information, documents, and forms necessary or appropriate for bidding.
- 2.7.2 Bidding Process. During the bidding for Construction Contract, Architect will: (i) attend pre-bid conference(s) as called by the District; (ii) assist the District in responding to bidders' inquiries, questions, or clarifications relating to the bidding, the Project, the Design Documents, or the Construction Documents; and (iii) where necessary or appropriate, the Architect will prepare and assist the District in issuance of addenda to

the Design Documents, Contract Documents, Bid Documents, and/or Construction Documents for the Project. Architect will assist the District in the receipt and review of bidders' Bid Proposals, including the review of Bids Proposals for responsiveness and bidder responsibility, analyses of Bid Proposals, and recommendations for the selection of the Contractor for the award of the Construction Contract. As requested by the District, the Architect will assist the District in obtaining DSA approval for award of the Construction Contract.

- 2.7.3 Big Costs Exceeding Project Construction Budget. If within one hundred and twenty (120) days of the date upon which Architect obtains final DSA approval for the Construction Documents, the District shall have solicited Bid Proposals from bidders for award of the Construction Contract and such Bid Proposals are opened by the District within said one hundred and twenty (120) days and the lowest bona fide Bid Proposal exceeds the Project Construction Budget, the District may: (i) approve of an increase in the Project Construction Budget; (ii) reject all Bid Proposals and authorize re-bidding of the Project; (iii) abandon or terminate the Project; or (iv) revise the Project scope, or reduce or eliminate portions of the Project so as to limit and reduce Construction Costs. Unless the District has theretofore directed changes, modifications or inclusions in the scope of the Project or component parts thereof which cause the Bid Proposals to exceed the Project Construction Budget, if the District elects to revise the Project pursuant to (iv) above, the Architect shall make all necessary revisions to the Construction Documents without adjustment of the Contract Price; if the District elects to reject all Bid Projects and re-bid the Project, for such subsequent re-bid(s), Architect shall perform the obligations set forth in Articles 2.7.1 and 2.7.2 above in connection with such re-bid(s) without adjustment of the Contract Price.

2.8 Construction Phase

- 2.8.1 Administration of Construction Contract. Architect will provide assistance to the District in administration of the Construction Contract and construction of the Project. The scope of the Architect's services in administration of the Construction Contract shall include all activities and responsibilities set forth herein and in the Construction Contract. If the District retains a Project Manager for the Project, the Architect's administration of the Construction Contract shall be in conjunction with the services and responsibilities of the Project Manager. The Architect shall be a representative of the District and shall advise and consult with the District regarding Project construction until Final Payment under the Construction Contract is due and Final Completion of Project Construction is certified by the Architect. The Architect shall have the authority to act on behalf of the District only to the extent expressly provided for by the terms hereof and as may be subsequently modified in accordance with the provisions hereof. Duties, responsibilities, and limitations of the Architect's authority shall not be restricted, modified, or extended without written agreement of the District and the Architect along with consent by the Contractor and/or Project Manager as necessary or appropriate. Architect shall cooperate with and comply with controls, procedures, processes, and reporting functions reasonably implemented by the District with respect to design or construction of the Project.
- 2.8.2 Site Observations. The Architect shall attend weekly or other meetings relating to the Project and shall visit the Site at intervals appropriate to the stage of construction, as required by the conditions of construction or the Site, or as may be reasonably requested by the District from time to time for the purpose of becoming generally familiar with the progress and quality of the Work completed and to generally determine if the Work is being performed in a manner indicating that upon completion it will be in accordance with the Construction Contract and the Construction Documents. On the basis of observations made during Site visits and in its capacity as an architect, the Architect shall: (i) keep the District informed of the progress and quality of the Work; and (ii) endeavor to guard the District against defects and deficiencies in the Work and the failure or refusal of the Contractor to perform the Work in accordance with the terms and

intent of the Construction Contract and the Construction Documents. If in the course of its Site observations, the Architect fails to discover or report to the District any major defect or deficiency in construction of the Work, or in the Work itself, which by exercise of due care should have been observed by the Architect and reported to the District, the Architect will provide all services necessary for remedial or corrective measures for such conditions without additional cost or expense to the District. The provisions hereof shall not be construed as requiring the Architect to make exhaustive or continuous Site observations to check on the quality or quantity of the Work. The Architect shall have access to the Work wherever in preparation, fabrication, or progress.

2.8.3 Contractor Applications for Payment.

2.8.3.1 Development of Payment Procedures. In consultation with the District and the Project Manager if any, the Architect shall assist in the development and implementation of procedures, forms, and documents for the submittal, review, processing, and disbursement of Progress Payments to the Contractor.

2.8.3.2 Certification of Payment Due. Based on the Architect's observations and evaluations, the Architect shall certify the amount due on each Application for Progress Payment. Such certification shall be the Architect's representation to the District that based upon the Architect's Site observations in accordance with this Agreement and the data contained in the Application for Progress Payment, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the terms of the Construction Contract. The Architect shall review and respond to Applications for Progress Payment in a prompt manner so as to allow the District to timely meet its payment obligations to the Contractor under the terms of the Construction Contract and applicable law, rule or regulation. Issuance of a Certificate for Payment shall constitute Architect's representation to the District that the Contractor is entitled to the amount certified.

2.8.3.3 Limitations Upon Architect's Certification. The Architect's certifications and representations hereunder are subject to an evaluation of the Work for conformity with the terms of the Construction Contract upon Substantial Completion, the results of subsequent tests and inspections, minor deviations from the terms of the Construction Contract correctable prior to Final Completion and any specific qualifications expressed by the Architect. The issuance of a Certificate for Payment shall not be deemed a representation that the Architect has: (i) made exhaustive or continuous Site inspections to check the quality or quantity of the Work; (ii) reviewed construction means, methods, sequences or procedures; (iii) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the District to substantiate the Contractor's right to payment, excepted as included in the materials accompanying an Application for Progress Payment transmitted to and reviewed by the Architect hereunder; or (iv) ascertained for or what purpose the Contractor has used funds previously disbursed under prior Application(s) for Progress Payment.

2.8.3.4 Final Payment. The Architect shall review, evaluate, and certify for payment the Contractor's Application for Final Payment. The Architect shall review and respond to the Contractor's Application for Final Payment in a prompt manner so as to allow the District to timely meet its obligation to make payment of the Final Payment under applicable law, rule, or regulation.

2.8.4 Rejection of Work. The Architect shall have the authority, after notification to the District, to reject Work which does not conform with the requirements of the Construction Contract. Whenever the Architect considers it necessary or appropriate for implementation of the intent of the Construction Contract upon notice to and authorization by the District, the Architect may require additional inspection or testing of the Work in accordance with the provisions of the Construction Contract, whether such Work is prepared, fabricated, installed, or constructed. This authority of the Architect, or the Architect's good faith determination to exercise or not exercise such authority, shall not, however, give rise to a duty or responsibility of the Architect to the District, the Contractor, or any others performing or providing Work of the Project to exercise or not to exercise such authority.

2.8.5 Submittals.

- 2.8.5.1 Submittal Procedures.** In consultation with the District and the Project Manager if any, Architect shall assist in the development and implementation of forms, documents, and procedures for the handling, review, and of Contractor's Submittals required for the Work.
- 2.8.5.2 Submittal Review.** The Architect shall review and take appropriate action upon Submittals for the limited purpose of checking for conformance with the information given and the design concept expressed in the Design Documents. The Architect's actions hereunder shall be taken with such reasonable promptness as to cause no delay, interruption or hindrance to the activities of the Contractor or others performing construction activities at the Site affected by such Submittal while allowing sufficient time in the Architect's professional judgment to permit adequate review. If a Submittal Schedule or time for completion of the Architect's review and evaluation of Submittals is developed pursuant to the Construction Contract, Architect's actions hereunder shall conform with such Submittal Schedule or time; Architect shall be responsible for all results or consequences of its failure or refusal to complete its review and evaluation of Submittals in accordance therewith. When professional certification of performance characteristics of materials, systems, or equipment is required by the terms of the Construction Contract, the Architect shall be entitled to rely upon such certification to establish that the materials, systems, or equipment will meet the performance criteria required by the Construction Contract.
- 2.8.5.3 Limitations Upon Submittal Review.** The Architect's review of Submittals is not for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems designed by the Contractor, all of which remain the responsibility of the Contractor in accordance with the Construction Contract. The Architect's review shall not constitute approval of safety precautions or, unless otherwise expressly stated by the Architect, construction means, methods, sequences, or procedures.

2.8.6 Changes.

- 2.8.6.1 Changes, Procedures, and Processing.** In consultation with the District and the Project Manager if any, the Architect shall assist in the development of procedures, forms, and processes for the evaluation of Changes or potential Changes to the Work.

- 2.8.6.2 Evaluation of Changes: Change Orders. The Architect shall assist the District and the Project Manager if any, in evaluating Change Proposals of the Contractor and will advise the District of the nature, extent, and scope of Change Proposals along with alternatives. Where Changes are authorized by the terms of the Construction Contract, the Architect shall prepare, execute, and forward to District a Change Order describing such Change and the adjustment if any, to the Contract Price or Contract Time of the Construction Contract.
- 2.8.6.3 Authority to Direct Minor Changes. The Architect may authorize and direct minor Changes in the Work which do not involve an adjustment of the Contract Time or the Contract Price of Construction Contract and which are consistent with the intent of the Design Documents. Such Changes shall be effected by written order issued by the Architect and copied to the District.

2.8.7 Interpretations.

- 2.8.7.1 Procedures for Handling Contractor's Requests. In conjunction with the District and the Project Manager, the Architect shall assist in the development of forms, documents, and procedures for the transmittal, handling, response and disposition of requests, and inquiries relative to the Work or the Design Documents.
- 2.8.7.2 Architect's Interpretation. The Architect shall interpret and decide matters concerning the performance of the District or the Contractor on written request of either the District or the Contractor. The Architect shall respond to and issue clarifications as necessary to address and resolve questions or inquiries of the Contractor relative to coordination, consistency and clarity of the Design Documents, and the component parts thereof. The Architect's responses to the foregoing shall be made with reasonable promptness and within any time limits established in the Construction Contract or which may otherwise be mutually agreed upon.
- 2.8.7.3 Effect of Architect's Decisions. The Architect's decisions and interpretations rendered hereunder shall be consistent with the intent of and reasonably inferable from the Construction Contract or the Design Documents and shall be in writing or in the form of drawings. When making such decisions or interpretations, the Architect shall endeavor to secure faithful performance of the Contractor and the District, shall show no partiality to either, and shall not be liable for the results of such decisions or interpretations rendered in good faith in accordance with the terms hereof and the Architect's discharge of due care. The Architect's decisions or interpretations in matters pertaining to aesthetic effect shall be final and binding on the Contractor and District if consistent with the intent expressed in the Construction Contract or Design Documents.
- 2.8.7.4 Contractor Claims. The Architect shall render written decisions regarding claims, disputes, or other matters in controversy between the District and the Contractor arising under the Construction Contract, including the execution or progress of Work thereunder in accordance with any applicable time limits set forth in the Construction Contract; if no time limit is set forth, the Architect shall render decisions within a reasonable time.

- 2.8.8 Records and Reports. The Architect shall maintain current, accurate, and complete records of the Project Construction, including without limitation, correspondence, memorandum, Change Orders, Change Order Requests, Proposal Requests, and similar Project records. The Architect shall timely prepare and submit all reports regarding the Project construction required by applicable law, rule, or regulation.

- 2.8.9 Limitations Upon Architect's Construction Phase Services. Architect's services during the Construction Phase shall not be deemed Architect's assumption of, or control over, construction means, methods, and sequences or Site safety, all of which remain the responsibility of the Contractor's. Architect shall not have control over or charge of the acts or omissions of the Contractor or its Subcontractors or their agents and employees in performing construction of the Project. Architect shall not be responsible for the Construction Schedule(s) of the Contractor.

2.9 Post-Construction Phase

- 2.9.1 Substantial Completion. Upon request of the Contractor and in conjunction with the District, the Architect shall inspect the Work to determine if Substantial Completion has been achieved and if not, the measures necessary to achieve Substantial Completion. The Architect shall determine and certify the date of Substantial Completion of the Project.
- 2.9.2 Punch List. At the time of determining Substantial Completion and in conjunction with the District, the Project Manager, and the Contractor, the Architect shall note the conditions of the Work requiring correction, replacement, removal, or other action necessary to comply and conform with the requirements of the Construction Contract ("the Punch List"). The Architect shall, in conjunction with the District, the Project Manager if any, and the Contractor, determine the time reasonably necessary to complete the Punch List items. If mutual agreement is not reached regarding the time for the Contractor's completion of the Punch List, the Architect shall make a binding good faith determination of the time for the Contractor's completion of the Punch List. The Architect shall thereafter periodically monitor the Contractor's performance and completion of the Punch List.
- 2.9.3 Final Completion. In conjunction with the District and upon request of the Contractor, the Architect shall inspect the Work to determine that Final Completion has been achieved and that the Work conforms and complies with the requirements of the Construction Contract, including completion of the Punch List prepared at Substantial Completion. The Architect shall determine and certify the date of Final Completion.
- 2.9.4 Close-Out Documents. The Architect shall compile and assemble the Contractor's close-out documents for delivery to the District, including without limitation, Record As-built Drawings, Operations and Maintenance manuals, key schedules, and warranties. The Architect shall prepare and submit for processing such documentation as required by governmental agencies, including DSA, in connection with completion of the Work of the Project. Within sixty (60) days of the date of Final Completion, Architect shall provide District with a complete reproducible set of "Architect's Record Drawings" which shall be based upon the Contractor's "As-Built" drawings showing significant changes between the Work of the Drawings made during construction, including those incorporated into Change Orders issued under the Construction Contract, locations of building systems concealed or covered, including without limitation, utility structures and distribution systems, and electrical, mechanical, plumbing, and structural systems. Each sheet of the Architect's Record Drawings shall note clearly "RECORD" with the data source, date of drawing, and signature on behalf of Architect.

3 ADDITIONAL SERVICES

- 3.1 Additional Services. The services described in this Article 3 are not included in the scope of Architect's Basic Services hereunder. If the District shall request any of the Additional Services described in this Article 3, Architect shall be compensated for the same in accordance with Paragraph 2.3 of the Agreement.

- 3.2 Contingent Additional Services.** If Contingent Additional Services described below are provided by Architect through no fault or neglect of Architect, prior to providing any such Additional Services, Architect shall notify the District in writing; the District may direct the Architect to not proceed with all or any portion of Contingent Additional Services described in Architect's written notice. The following constitute Contingent Additional Services:
- 3.2.1 Making significant revisions to the Drawings, Specifications, or other Design Documents where such revisions are: (i) inconsistent with approval or instructions previously given by the District, including revisions necessary due to significant adjustments in the District's Program, budget, or construction completion time for the Project; (ii) required by enactment of, or revisions to codes, laws, rules, or regulations applicable to the Work of the Project where such enactment or revision could not have been reasonably foreseen by Architect; or (iii) due to the District's failure to render decisions in a timely manner.
 - 3.2.2 Services required or necessary as a result of the default or termination of the Contractor, failure of performance by the District or the Contractor, or major defects or deficiencies in the Work of the Contractor which were not and could not have been noted by the Architect in its Site observations under Article 2.8.2 hereof.
 - 3.2.3 Except as provided in Article 2.8.6 above, preparing Drawings, Specifications, or other Design Documents, along with supporting data in connection with Changes to the Work.
 - 3.2.4 Providing services in connection with the evaluation(s) or request(s) by the Contractor to provide substitute or alternative systems, equipment or materials to those indicated in the Design Documents and making subsequent revisions to the Design Documents and other documentation resulting therefrom.
 - 3.2.5 Providing consultation or other services in connection with repairs, replacements, or corrections of the Work damaged or destroyed by fire or other casualty so long as no negligent or willful acts, omissions, or other conduct of Architect or its employees, agents, or representatives have caused or contributed to such damage or destruction.
 - 3.2.6 Providing services in connection with evaluation of an extensive and excessive number of claims submitted by the Contractor, except to the extent that such claims arise out of the services, Design Documents, or other work product provided or performed by or through Architect hereunder.
 - 3.2.7 Providing services as an expert witness in connection with a public hearing, arbitration, or other legal proceeding arising out of the Project, except where Architect is a party thereto, is called as a percipient witness (in which case Architect shall be entitled to witness fees and costs as allowed by law) or is found liable for damages or other relief.
- 3.3 Optional Additional Services.** The Optional Additional Services described herein shall be provided by Architect only upon the specific written request of the District. Optional Additional Services shall be compensated for in accordance with the terms of this Agreement.
- 3.3.1 Services relative to future systems, facilities or equipment not included within the scope of the Project.
 - 3.3.2 Services to investigate existing conditions or facilities not included within the scope of the Project or to provide measured drawings thereof.
 - 3.3.3 Services in connection with the District's selection, procurement, or installation of furniture, furnishing, or equipment not included within the scope of the Project.
 - 3.3.4 Providing financial feasibility or other special study.
 - 3.3.5 Providing planning surveys or special surveys for Site evaluations, comparative studies, or assessment of environmental conditions.
 - 3.3.6 Providing services to verify the accuracy of drawings or other information provided by the District.
 - 3.3.7 Analysis of ownership, operational, or maintenance costs to the District.
 - 3.3.8 Providing services of Design Consultants, except for architectural, civil, landscaping, structural, mechanical, and electrical portions of the Work which are included and contemplated as part of the Basic Services hereunder.

4 INSURANCE AND INDEMNITY

4.1 Architect Insurance

- 4.1.1 Workers Compensation and Employers Liability Insurance. Architect shall purchase and maintain Workers' Compensation Insurance covering claims under workers' or workmen's compensation, disability benefit and other similar employee benefit acts may be liable. Architect shall purchase and maintain Employer's Liability Insurance covering bodily injury (including death) by accident or disease to any employee which arises out of the employee's employment by Architect. The Employer's Liability Insurance required of Architect hereunder may be obtained by Architect as a separate policy of insurance or as an additional coverage under the Workers' Compensation Insurance required to be obtained and maintained by Architect hereunder.
- 4.1.2 Commercial General Liability and Property Insurance. Architect shall purchase and maintain Commercial General Liability and Property Insurance as will protect Architect from the types of claims set forth below which may arise out of or result from Architect's services under this Agreement and for which Architect may be legally responsible: (i) claims for damages because of bodily injury, occupational sickness or disease, or death of Architect's employees; (ii) claims for damages because of bodily injury, sickness or disease or death of any person other than Architect's employees; (iii) claims for damages insured by usual personal injury liability coverage which are sustained (a) by a person as a result of an offense directly or indirectly related to employment of such person by Architect, or (b) by another person; (iv) claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; (v) claims for damages because of bodily injury, death of a person, or property damages arising out of ownership, maintenance, or use of a motor vehicle; and (vi) contractual liability insurance applicable to Architect's obligations under this Agreement. District shall be an additional named insured to Architect's commercial general liability insurance policy.
- 4.1.3 Professional Liability Insurance. Architect will procure and maintain professional liability insurance covering claims arising out of the performance of services under this Agreement.
- 4.1.4 Coverage Amounts. Insurance to be procured and maintained by Architect thereunder shall be in the coverage amounts set forth in the Agreement.
- 4.1.5 Policy Endorsements: Evidence of Insurance. Architect shall deliver to the District Certificates of Insurance evidencing each of the policies of insurance in the coverage amounts required hereunder. All policies of insurance required hereunder shall be issued by insurer(s) admitted to issue insurance by the State of California and to the reasonable satisfaction of the District. Coverages under each policy of insurance, whether by endorsement or otherwise, shall provide that such policy will not be modified, canceled, or allowed to expire without at least thirty (30) days advance written notice to the District.
- 4.2 District General Liability Insurance. District shall obtain and maintain General Liability Insurance covering District for claims of bodily injury, death, or property damage arising out of the Project. District may, at its sole election, provide self-insurance in satisfaction of its obligations hereunder.
- 4.3 Indemnity.
- 4.3.1 Architect Indemnity of District. To the fullest extent permitted by law, the Architect shall indemnify, defend, and hold harmless the District and its employees, officers, Trustees, agents, and representatives from any and all claims, demands, losses, responsibilities, or liabilities for: (i) Injury or death of Architect's employees arising out of this Agreement; (ii) injury or death of persons, damage to property, or (iii) other losses, damages, liabilities, costs, or charges, directly or indirectly arising out of or attributable, in whole or

in part, to the negligent or willful acts, omissions, errors, and/or other conduct of Architect, its Design Consultants, or the employees, agents, and representatives of Architect or any of its Design Consultants in performing or providing any of the obligations, services, or other work product contemplated under this Agreement. The foregoing shall include without limitation, attorneys fees and costs incurred by the District and shall survive the termination of this Agreement until any such claim, demand, loss, responsibility, or liability covered by the provisions hereof is barred by the applicable Statute of Limitations.

- 4.3.2 District Indemnity of Architect. The District shall indemnify and hold harmless Architect from all claims arising out of bodily injury (including death) and physical damage (other than to the Project itself and property covered by property casualty insurance under Article 4.1.2 hereof) which arise out of the negligent or willful acts, omissions, or other conduct of the District.

5 TERMINATION; SUSPENSION

- 5.1 **Termination for Default.** Either the District or Architect may terminate this Agreement upon seven (7) days advance written notice to the other if there is a default by the other Party in its performance of a material obligation hereunder and such default in performance is not caused by the Party initiating the termination. Such termination shall be deemed effective the seventh (7th) day following the date of the written termination notice, unless during such seven (7) day period, the Party receiving the written termination notice shall commence to cure it default(s) and diligently thereafter prosecute such cure to completion. In addition to the District's right to terminate this Agreement pursuant to the foregoing, the District may terminate this Agreement upon written notice to Architect if: (a) Architect becomes bankrupt or insolvent, which shall include without limitation, a general assignment for the benefit of creditors or the filing by Architect or a third party of a petition to reorganize debts or for protection under any bankruptcy or similar law, or if a trustee or receiver is appointed for Architect or any of Architect's property on account of Architect's insolvency; or (b) if Architect disregards applicable laws, codes, ordinances, rules, or regulations. If District exercises the right of termination hereunder, the Contract Price due the Architect, if any, shall be based upon Basic Services, authorized Additional Services, and Reimbursable Expenses incurred or provided prior the effective date of the District's termination of this Agreement, reduced by the District's prior payments of the Contract Price and losses, damages, or other costs sustained by the District arising out of the termination of this Agreement or the cause(s) for termination of this Agreement. Payment of the amount due the Architect, if any, shall be made by District only after completion of the Post-Construction Phase of this Agreement. Architect shall remain responsible and liable to District for all losses, damages, or other costs sustained by District arising out of termination pursuant to the foregoing or otherwise arising out of Architect's default hereunder, to the extent that such losses, damages, or other costs exceed any amount due Architect hereunder for Basic Services, Reimbursable Expenses, or authorized Additional Services.
- 5.2 **District's Right to Suspend.** The District may, in its discretion, suspend all or any part of the construction of the Project or the Architect's services hereunder; provided, however, that if the District shall suspend construction of the Project or Architect's services hereunder for a period of sixty (60) consecutive days or more and such suspension is not caused by the Architect's default or the acts or omissions of Architect or its Design Consultants, upon rescission of such suspension, the Contract Price will be subject to adjustment to reflect actual costs and expenses incurred by Architect, if any, as a direct result of the suspension and resumption of Project construction or Architect's services hereunder.

5.3 District's Termination of Agreement for Convenience The District may, at any time, upon seven (7) days advance written notice to Architect terminate this Agreement for the District's convenience and without fault, neglect, or default on the part of Architect. In such event, the District shall make payment of the Contract Price to Architect for services provided through the date of termination plus actual costs incurred by Architect directly attributable to such termination plus termination costs equal to 10% of the remaining and unpaid Contract Price.

5.4 Architect Suspension of Services. If the District shall fail to make payment of the Contract Price when due Architect hereunder, Architect may, upon seven (7) days advance written notice to the District, suspend further performance of services hereunder until payment in full is received. In such event, Architect shall have no liability for any delays or additional costs of Project construction due to, or arising out of, such suspension.

6 GENERAL

6.1 Marginal Headings; Captions. The titles of the various Paragraphs of the Agreement and the Articles of these Conditions are for convenience of reference only and are not intended to and shall in no way enlarge or diminish the rights or obligations of Architect and District hereunder.

6.2 Cumulative Rights; No Waiver. Duties and obligations imposed by this Agreement and rights and obligations hereunder are in addition to and not in lieu of any imposed by or available at law or in equity. No action or failure to act by District hereunder shall be deemed a waiver of any right or remedy afforded hereunder or acquiesce or approval of any breach or default by Architect.

6.3 Notices. Notices Architect or District are required or desire to serve on the other shall be valid only if addressed to the other as set forth in the Agreement or modified by notice hereunder from time to time. Notices shall be effective only if transmitted by personal delivery requiring signature acknowledging receipt or by United States Mail, Certified, Return Receipt Requested, First Class, postage fully pre-paid.

6.4 Disputes.

6.4.1 Continuation of Architect Services. Except in the event of the District's failure to make undisputed payment of the Contract Price due Architect, notwithstanding any disputes between District and Architect hereunder, Architect shall continue to provide and perform services hereunder pending a subsequent resolution of such disputes.

6.4.2 Arbitration. All claims, disputes or other matters in controversy between Architect and District arising out of or pertaining to the Project or this Agreement shall be settled and resolved by binding arbitration conducted under the auspices of the American Arbitration Association ("AAA") Construction Industry Arbitration Rules in effect at the time of the filing of a Demand for Arbitration. If any claim or dispute is asserted by the Architect, the Project Manager if any, the Contractor or the District relating to the Project and arising in whole or in part out of this Agreement, Architect and District agree that any arbitration proceedings initiated between Architect and District hereunder shall be consolidated with any arbitration proceedings initiated in connection with such other claim or dispute with the Architect or the Contractor. Any arbitration hereunder shall be conducted in the AAA Regional Office closest to the Site.

6.5 Severability. If any provision of this Agreement is deemed illegal, invalid, unenforceable, or void by any court of competent jurisdiction, such provision shall be deemed stricken and deleted herefrom, but all remaining provisions will remain and continue in full force and effect.

6.6 Records.

- 6.6.1 Architect Accounting Records. Architect shall maintain complete and accurate records of its personnel engaged in performing any service hereunder, personnel expenses, Reimbursable Expenses, and other direct costs incurred in connection with performance under this Agreement. Records shall be maintained on the basis of generally accepted accounting principles applied consistently and shall be available for inspection or reproduction by the District upon reasonable request at any time during Architect's performance hereunder. Following completion of the Project and the Agreement or the termination of this Agreement, Architect shall maintain accounting records for five (5) years or such longer period required by applicable law, code, rule, or regulation, during which time such records shall be available to District or as otherwise required by law, code, rule, or regulation for inspection or reproduction.
- 6.6.2 Project Records. Records, documents, and other materials generated or received by Architect in the course of performing services hereunder may, following completion of the Project or termination of this Agreement, be retained by the District in its sole discretion.

6.7 Definitions

- 6.7.1 Construction Contract. The Contract for Construction awarded by the District to the Contractor for the construction of the Project.
- 6.7.2 Contractor. The individual or entity awarded the Construction Contract by the District for the Project.
- 6.7.3 Design Documents. The Drawings, Specifications, calculations, and other work product prepared by the Architect or its Design Consultants for the Project or any portion thereof. Design Documents include Drawings, Specifications, and other documents prepared by the Architect or a Design Consultant for the Project.
- 6.7.4 Design Consultant(s). Design Consultant(s) are individuals or entities retained by Architect to provide or perform a portion of the Architect's services or work product hereunder, including any portion of the Design Documents. Design Consultants shall be duly licensed as required by law, rule, or regulation and shall be qualified to perform or provide the portion of Architect's services or work product assigned by having previously provided design consulting services for California public school project design and construction. The District shall have the right to reasonably disapprove a Design Consultant. Architect shall be responsible for the adequacy, timeliness, and quality of services or work product provided or performed by Design Consultants; Architect shall be liable to District for, and shall defend, indemnify, and hold harmless District and its Board of Trustees, employees, officers, agents, and representatives from and against, all losses, costs, damages, liabilities, actions, or demands arising out of the services or work product provided or performed by Design Consultants.
- 6.7.5 Submittals. Shop Drawings, Product Data, or Samples prepared or provided by the Contractor or its Subcontractor(s) or supplier(s) illustrating some portion of the Work.
- 6.7.6 Site. The physical area for construction and related activities of the Project.
- 6.7.7 Drawings and Specifications. The Drawings are the graphic and pictorial portions of the Design Documents showing generally the location, design, and dimensions of the Work, including without limitation, plans, elevations, sections, details, schedules, and diagrams. Specifications are the portion of the Design Documents which consist of written requirements for materials, equipment, construction systems, standards, criteria, and workmanship for the Work and related services.
- 6.7.8 Work. All of the construction and other services required by the terms of the Construction Contract, including all labor, materials, equipment, and other services required of the Contractor under the terms of the Construction Contract to complete the Project.

- 6.7.9 **Project Construction Budget.** The Project Construction Budget refers to the total costs allocated by the District for construction of the Project, exclusive of the Contract Price under this Agreement, site acquisition costs, and the costs of furniture, furnishing and/or equipment for the Project. The Project Construction Budget established by the District may be modified by the District upon notice to the Architect.
- 6.7.10 **Construction Cost Estimate.** Construction Cost Estimates are estimates prepared by or on behalf of the Architect of the current costs of labor, materials, equipment, and services plus a reasonable allowance for the Contractor's profit, overhead, and administrative cost as necessary to complete construction of the Project in accordance with the Design Documents. Construction Cost Estimates shall include a reasonable allowance for contingencies relating to market conditions at the time of solicitation of Contractor bids for the Work of the Project and Changes in the Work during construction of the Project; the allowance for contingency costs shall be consistent with the contingency established by the District in the Project Construction Budget, if any.
- 6.7.11 **Project Manager.** The District's Project Manager is the individual or entity retained by the District as an independent contractor to provide certain management, planning, other services, and/or work product in connection with the design and/or construction of the Project. Services, functions, and responsibilities of the Project Manager shall be provided in conjunction with and complementary to the Architect's services and work product under this Agreement. If the District has not retained or designated a Project Manager as of the execution of this Agreement, without adjustment of the Contract Price hereunder, the District reserves the right to subsequently retain a Project Manager to provide services and/or work product as generally described herein.

6.8 Use of Design Documents

- 6.8.1 **Ownership.** The originals and reproducible transparencies of the Drawings, Specifications, and other Design Documents prepared by or on behalf of the Architect under this Agreement, including without limitation working drawings, and master plans, preliminary sketches, architectural presentation drawings, structural, and other engineering calculations or computations and estimates are and shall remain the property of the District. By this reference, the provisions of California Education Code §17316 are incorporated by reference herein in their entirety and references in said Section 17316 to "school district" shall be deemed to refer to the District. Upon the termination of this Agreement or the abandonment or all or any portion of the Project, the District may use any portion of the completed drawings, specifications, estimates, and other Design Documents completed at the time of termination or abandonment for any purpose, in the sole and exclusive discretion of the District. Architect shall not, without the prior consent and approval of the District which may be granted, withheld, or restricted in the sole and exclusive discretion of the District, reproduce or otherwise use any documents owned by the District pursuant to the this Agreement.
- 6.8.2 **CADD Diskettes.** In the event that Architect utilizes Computed Aided Design Drafting (CADD), at each stage of its submission of Schematic Design Documents, Design Development Documents, and Construction Documents to the District pursuant to the terms hereof, Architect shall also submit corresponding CADD diskettes.

[End of Section]

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ADMINISTRATIVE SERVICES

JUNE 27, 2006

TOPIC: AGREEMENT – TREBRON COMPANY INC.

TO THE SUPERINTENDENT/PRESIDENT:

The district wishes to enter into an agreement with Trebron Company Inc. to provide a Sophos security appliance and Sophos anti-virus licensing for 1600 users. This agreement will be effective for the period of July 01, 2006 thru June 30, 2009.

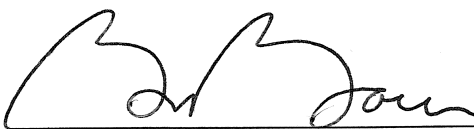
Fiscal impact: \$ 43,550.00 (Total for 3 years)

Payment 1 Due July 1, 2006	\$14,516.67
Payment 2 Due July 1, 2007	\$14,516.67
Payment 3 Due July 1, 2008	\$14,516.67

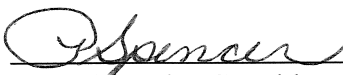
RECOMMENDATION:

It is recommended that the Board of Trustees approve the license agreement with Trebron Company Inc. as submitted. The agreement will provide Sophos licenses per the terms listed (3 years).

REFERENCE FOR AGENDA: YES

Signed:  _____
 Vice President, Administrative Services

TRANSMITTED TO THE BOARD WITH A FAVORABLE RECOMMENDATION:

Signed:  _____
 Superintendent/President

ACTION TAKEN BY THE BOARD:

MOTION _____

SECOND _____

INFORMATION ONLY _____



www.trebron.com



June 2, 2006

QUOTE

Quote #: 06022006-NV-1

Billed to: Victor Valley Community College District
 18422 Bear Valley Road
 Victorville, CA. 92392
 Attn: Jon Booth 760-245-4271 x 2304

Account Executive	Quote Valid Until	Payment Terms
Norbert van Dam	6-30-06	Special Trebron Payment Plan

Qty (Users)	Included Components	Term (Yrs)	Total Price (\$USD)
1	Sophos E-Mail Security Appliance – ES 4000		\$ 7,196.00
1,000	Sophos E-Mail Security Appliance Licenses	3	\$14,880.00
1,600	Sophos Anti Virus Appliance Licenses	3	\$21,474.00
Subtotal:			\$43,550.00
Total (Excluding tax & shipping):			\$43,550.00

Special Trebron Payment Plan

Payment 1 Due July 1, 2006 \$14,516.67
 Payment 2 Due July 1, 2007 \$14,516.67
 Payment 3 Due July 1, 2008 \$14,516.67

Notes:

- Licenses - granted pursuant to the terms of the Sophos End User License Agreement (EULA)
- Free home use for Facility and staff.

Order Confirmation (please sign this confirmation form and fax to {206-527-4288}): I understand that by signing this purchase order confirmation I agree to the following:

- I am authorized by the "billed to" party to purchase the item listed above.
- All information is accurate with regard to price, description, quantity and address.
- The "billed to" party agrees to pay the invoice in accordance with terms of net 20.
- Product licenses provide rights to utilize the subject software to a maximum of the quoted quantity.
- Nothing in this quote shall be construed as creating an obligation on the part of Sophos rather than a right to enter into an agreement with the "billed to" party described above.
- If there are any inconsistencies or ambiguities between the terms and conditions of the Sophos End User License Agreement and those of the Purchase Order, the terms and conditions of the Sophos End User License Agreement shall prevail.
- **If you wish to take advantage of the Trebron Payment Plan an additional "Trebron Purchase Agreement" will need to be signed.**

Authorized Signature:

Date:

Print name:

Title:

Purchase Order #:

Ship to address same as Billed to? Yes No

Ship to Address:

Seattle (Corporate) 5506 35th Ave NE, Seattle, WA 98105 | Office (206) 527-3477 Fax (206) 527-4288
 Spokane P.O. Box 141346, Spokane Valley, WA 99214-1346 | Office (509) 926-6529 | Fax (509) 927-9829

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www.trebron.com

Date: June 2, 2006

Purchaser: Victor Valley Community College District
Trebron Account Executive: Norbert van Dam
Trebron Company, Inc. 5506 35th Ave. N.E.
 Seattle, WA. 98105
 206-527-3477
Telephone:
E-Mail: norbert@trebron.com

Mailing Address: 18422 Bear Valley Road
 Victorville CA. 92395-4271

Purchase Order # _____

Purchase Agreement

The Parties hereto, Purchaser, Victor Valley Community College District ("VICTOR") and Seller, Trebron Company, Inc. ("Trebron") hereby agree as follows:

1. VICTOR agrees to purchase from Trebron, Sophos E-Mail Security Appliance – ES 4000 & Sophos E-Mail Security Appliance Licenses & Sophos Anti Virus Appliance Licenses ("Product") for US \$43,550.00 (Forty Three Thousand Five Hundred Fifty United States Dollars and 00/100), plus applicable sales tax, if any is due.
2. Trebron will sell to VICTOR a quantity of the Product sufficient for its installation on 1,000 PC's for E-Mail security Appliance Licenses & 1,600 PC's for Sophos Anti Virus Licenses. The Sophos license as set forth in the End User License Agreement limits VICTOR's use of the Product to the quantity stated therein. This can be used by faculty, staff & students. Sophos will provide free home use for faculty and staff VICTOR for the term of this agreement.
3. The license to use the product expires on June 30, 2009.
4. Payment is to be made to Trebron in three annual installments of \$14,516.67 each. The first payment is due on or before July 1, 2006. The second payment is due on or before July 1, 2007. The third payment is due on or before July 1, 2008.
5. VICTOR's Purchase Order shall not alter the material terms of this Purchase Agreement. VICTOR's use of a Purchase Order is for its internal use only and by this reference the Purchase Order is not a part of this Purchase Agreement.
6. VICTOR understands that this Purchase Agreement may not be cancelled for any reason. By the signature of the authorized representative below VICTOR contracts to purchase the Product and to make payment in full, regardless of changes in circumstance or the performance, fitness or suitability of the Product for its intended use by VICTOR.
7. VICTOR will use the Product for a business or academic purpose.
8. Trebron is a reseller only of the Product. VICTOR has independently investigated the Product and determined the suitability of the Product for VICTOR's particular purposes. Trebron has made no representations or affirmations to VICTOR about the Product and played no part in VICTOR's selection of the Product.
9. Trebron makes no warranties, express or implied, on the Product.
10. VICTOR is limited to the warranties of Sophos for the Product. If VICTOR is dissatisfied with the Product for any reason, VICTOR's sole recourse is with the Product manufacturer, Sophos.
11. Sophos has provided to VICTOR a copy of the Sophos End User License Agreement ("EULA"), and VICTOR acknowledges prior receipt of the EULA and that it has had an opportunity to read the EULA and obtain independent legal advice regarding the meaning and effect of the EULA before entering into this Purchase Agreement.
12. Each installment payment is net 20.

Seattle (Corporate) 5506 35th Ave NE, Seattle, WA 98105 | Office (206) 527-3477 Fax (206) 527-4288
 Spokane P.O. Box 141346, Spokane Valley, WA 99214-1346 | Office (509) 926-6529 | Fax (509) 927-9829

- 13. Late installment payments shall accrue interest from the payment date of 12% (twelve per-cent) per annum, or interest per annum at the maximum rate allowed by law, until paid. Trebron's acceptance of a late or partial installment payment or forbearance by Trebron in demanding or collecting any late fee shall not constitute a waiver of its rights under this Purchase Agreement.
- 14. In the event legal action is commenced to enforce this Purchase Agreement the prevailing party shall be entitled, in addition to damages, the statutory costs of bringing such action, including a reasonable attorney fee.
- 15. Any action by either party for enforcement of the Purchase Agreement shall be exclusively commenced in Superior Court for the State of Washington, and venue for such action shall be in King County. Any action for enforcement of the Purchase Agreement shall be governed by Washington State law and civil procedure.
- 16. This Purchase Agreement may be executed by fax and in counterparts, and a fax is as binding as an original. As soon as is practicable after sending a fax the faxing party shall deliver by first class U.S. mail the Original document to the other party.
- 17. Trebron's fax number is 206-527-4288. Trebron's mailing address is 5506 35th Ave. N.E. Seattle WA. 98105
- 18. Trebron shall deliver the Product to VICTOR at the address above, unless another delivery address is indicated to Trebron in writing. VICTOR shall select the manner of shipment of the Product and pay shipping costs.
- 19. VICTOR's installment payments to Trebron shall be made by check, Payable to "Trebron Company Inc." at 5506 35th Ave. N.E. Seattle WA. 98105.
- 20. The Purchase Agreement must be executed on or before 6-30-06 or it becomes void.
- 21. In the event one or more sections of this Purchase Agreement is or becomes invalid, the remaining portions of the Purchase Agreement shall remain valid and enforceable as far as possible.
- 22. The rights, obligations, duties and benefits of this Purchase Agreement may not be transferred or assigned to a third party without written permission.
- 23. To the extent Seller's employees have made any statements regarding the Product, they were opinions, and not affirmations or promises. Such statements if any were not the basis of the bargain, they do not constitute warranties, they have not been relied upon by Purchaser, and are not a part of this Purchase Agreement.
- 24. This Purchase Agreement shall be fully executed when dated and signed below by Purchaser's authorized representative, and received by Trebron on or before the date set forth in Section 20 herein above. The undersigned warrants that VICTOR has authorized him or her to enter into the purchase agreement on behalf of VICTOR.

Date: _____

Date: _____

Trebron Company, Inc.

Victor Valley Community College

By: Norbert van Dam

By:

Its: President _____

Its: _____

3

ADMINISTRATIVE SERVICES

JUNE 27, 2006

TOPIC: APPROVAL OF 5 YEAR FACILITIES PLAN.

TO THE SUPERINTENDENT/PRESIDENT:


Every year the district must submit a Five-Year Facilities Plan to the California Community College Chancellor's Office. The proposed VVC Five-Year Plan reflects fiscal years 2008 – 2012 and includes Initial Project Proposals for a Health Professionals Building and the Fire Technology / Administration of Justice Training Facility.

Fiscal Impact: This is an integral part of the process to secure state funding for needed facilities.

RECOMMENDATION:

It is recommended the Board of Trustees approve the 5 Year Facilities Plan for submission to the State of California as submitted.

REFERENCE FOR AGENDA: YES

Signed: 
Vice President, Administrative Services

TRANSMITTED TO THE BOARD WITH A FAVORABLE RECOMMENDATION:

Signed: 
Superintendent/President

ACTION TAKEN BY THE BOARD:

MOTION _____

SECOND _____

Ayes ___ Noes ___

INFORMATION ONLY _____

Date: 6/6/2006

2008-12 FIVE YEAR CONSTRUCTION PLAN
(2008-09 FIRST FUNDING YEAR)

Victor Valley CCD

Prepared in reference to the Community College Construction Act of 1980
and
approved on behalf of the local governing board for submission to
the office of the Chancellor, California Community Colleges

Signed _____
Dr. Patricia Spencer
(Chief Executive Officer)
Title _____
Superintendent/President
Date _____
6/6/2006

Contact Person Bruce Baron
Telephone (760) 245-4271

Date Received at
Chancellor's Office

Chancellor's Office
reviewed by

Notice of Approval

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Inventory of Land

Victor Valley CCD

List the address and acreage of every land unit owned by the district (Education Code 81821(e)). Please identify all locations, both on-campus and off-campus, grouped according to their "parent" institution. In the event the list is long or complicated, please substitute copies of college bulletins or other notices to the public which display similar information. The list should be as of Fall 2000

Address	Acreage
Future College Facility Caughlin Road Phelan, California 95371	160.0
Victor Valley Community College 18422 Bear Valley Road Victorville, California 92395	252.6

Legislative Districts

Campus	Assembly	Senate	House
Victor Valley Community College	34	17	0

Address

Victor Valley Community College
18422 Bear Valley Road
Victorville, California 92395

No.	Project	Occupancy	Source	Schedule of Funds						
				2006/2007	2007/2008	2008/2009	2009/2010	2010/2011	2011/2012	2012/2013
	ASF	Total Cost								
1	Advanced Technology Building, Phase 34,086	2008/2009	Victor Valley Community College							
		\$18,660,000	State							
		\$2,134,000	NonState							
2	Speech/Drama Studio 20,275	2006/2007	Victor Valley Community College							
		\$9,475,000	State							
		\$5,016,000	NonState							
3	Seismic Retrofit/Auxiliary Gymnasium -29	2008/2009	Victor Valley Community College							
		\$3,611,000	State							
		\$270,000	NonState							
4	Health Professions Building -3,538	2011/2012	Victor Valley Community College				(P)(W)	(C)(E)		
		\$7,568,000	State				\$565,000	\$7,003,000		
		\$7,568,000	NonState				\$565,000	\$7,003,000		
5	Fire Technology/Admin Justice 15,768	2011/2012	Victor Valley Community College				(P)(W)	(C)(E)		
		\$6,690,000	State				\$515,000	\$6,175,000		
		\$10,921,000	NonState				\$852,000	\$10,069,000		
6	Science Building, Phase II 12,800	2013/2014	Victor Valley Community College						(P)(W)	(C)(E)
		\$11,675,000	State						\$1,809,000	\$9,866,000
7	Visual/Performing Arts Lab Building 30,000	2011/2012	Victor Valley Community College				(P)(W)	(C)(E)		
		\$18,952,000	State				\$3,600,000	\$15,352,000		
8	Humanities / Social Science 21,905	2012/2013	Victor Valley Community College					(P)(W)	(C)	(E)
		\$13,528,000	State					\$906,000	\$11,337,000	\$1,285,000
		\$6,765,000	NonState					\$454,000	\$5,668,000	\$643,000
9	Safety/Security Road - Phase II 2011/2012		Victor Valley Community College					(P)(W)	(C)	
		\$935,000	State					\$63,200	\$871,800	
		\$935,000	NonState					\$63,200	\$871,800	
10	Vocational Technology Building 13,773	2012/2013	Victor Valley Community College					(P)(W)	(C)	(E)
		\$16,252,000	State					\$1,089,000	\$13,619,000	\$1,544,000
		\$8,127,000	NonState					\$545,000	\$6,810,000	\$772,000
11	Westside Center - Phase I 18,330	2013/2014	Victor Valley Community College					(P)(W)	(C)	(E)
		\$3,446,100	State					\$230,900	\$2,887,800	\$327,400
		\$3,446,100	NonState					\$230,900	\$2,887,800	\$327,400
12	Central Plant - Phase II 2,084	2011/2012	Victor Valley Community College					(P)(W)	(C)	
		\$1,993,400	State					\$160,000	\$1,833,400	
		\$996,700	NonState					\$80,000	\$916,700	

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District Lecture Capacity/Load Ratios

Victor Valley CCD

No.	Project	WSCH	Occupancy	2007/2008	2008/2009	2009/2010	2010/2011	2011/2012	2012/2013	2013/2014
3	Seismic Retrofit/Auxiliary Gymnasium Replacement	11	26	96,121	115%					
	Victor Valley Community College									
4	Health Professions Building	-13,826	-32,228	2011/2012				63,893		
	Victor Valley Community College							70%		
5	Fire Technology/Admin Justice	-6,862	-15,995	2011/2012				47,897		
	Victor Valley Community College							53%		
15	Academic Commons Building Renovation	422	984	2011/2012				48,881		
	Victor Valley Community College							54%		
8	Humanities / Social Science	21,297	49,643	2012/2013				98,524		
	Victor Valley Community College							106%		
10	Vocational Technology Building	1,504	3,506	2012/2013				102,030		
	Victor Valley Community College							110%		
16	Old Nursing Bldg #32 Modernization	6,767	15,774	2012/2013				117,804		
	Victor Valley Community College							127%		
11	Westside Center - Phase I	5,554	12,946	2013/2014				130,751		
	Victor Valley Community College							141%		
	Lecture Actual*/Projected WSCH	41,225	96,096	2007/2008	2008/2009	2009/2010	2010/2011	2011/2012	2012/2013	2013/2014
	Cumulative Capacity	96,096	96,096	81,162	83,769	86,335	88,826	90,976	93,056	93,056
	Capacity/Load Ratio	118%	115%	118%	115%	111%	108%	106%	53%	127%

Five Year Construction Plan
District Laboratory Capacity/Load Ratios
 Victor Valley CCD

No.	Project	WSCH	Occupancy	2007/2008	2008/2009	2009/2010	2010/2011	2011/2012	2012/2013	2013/2014
2	Speech/Drama Studio 7,605 4,872 2006/2007 Victor Valley Community College									
1	Advanced Technology Building, Phase 1 27,763 14,483 2008/2009 Victor Valley Community College		44,690 59%							
4	Health Professions Building 16,185 7,563 2011/2012 Victor Valley Community College							52,253 64%		
5	Fire Technology/Admin Justice 21,305 9,956 2011/2012 Victor Valley Community College							62,208 76%		
7	Visual/Performing Arts Lab Building 27,500 10,700 2011/2012 Victor Valley Community College							72,909 89%		
15	Academic Commons Building Renovation -2,441 -1,427 2011/2012 Victor Valley Community College							71,481 87%		
8	Humanities / Social Science 4,659 2,090 2012/2013 Victor Valley Community College								73,572 88%	
10	Vocational Technology Building 10,384 2,114 2012/2013 Victor Valley Community College								75,686 90%	
6	Science Building, Phase II 11,500 4,475 2013/2014 Victor Valley Community College									80,160 96%
11	Westside Center - Phase I 3,374 1,611 2013/2014 Victor Valley Community College									81,771 97%
	Laboratory Actual*/Projected WSCH 72,479 Cumulative Capacity Capacity/Load Ratio			2007/2008	2008/2009	2009/2010	2010/2011	2011/2012	2012/2013	2013/2014
				73,205 25,334 35%	75,557 30,206 40%	77,871 44,690 57%	80,118 44,690 56%	82,057 44,690 54%	83,933 71,481 85%	83,933 75,686 90%

No.	Project	Off ASF	FTE	Occupancy	2007/2008	2008/2009	2009/2010	2010/2011	2011/2012	2012/2013	2013/2014
2	Speech/Drama Studio	890	6	2006/2007							
	Victor Valley Community College										
1	Advanced Technology Building, Phase 1	2,325	17	2008/2009	366						
	Victor Valley Community College				112%						
3	Seismic Retrofit/Auxiliary Gymnasium Replacement	19	0	2008/2009	366						
	Victor Valley Community College				112%						
4	Health Professions Building	-606	-4	2011/2012	362						
	Victor Valley Community College				103%						
5	Fire Technology/Admin Justice	2,090	15	2011/2012	377						
	Victor Valley Community College				107%						
7	Visual/Performing Arts Lab Building	2,000	14	2011/2012	391						
	Victor Valley Community College				111%						
15	Academic Commons Building Renovation	-2,264	-16	2011/2012	375						
	Victor Valley Community College				106%						
8	Humanities / Social Science	-216	-2	2012/2013	374						
	Victor Valley Community College				102%						
10	Vocational Technology Building	895	6	2012/2013	380						
	Victor Valley Community College				104%						
16	Old Nursing Bldg #32 Modernization	898	6	2012/2013	386						
	Victor Valley Community College				106%						

Five Year Construction Plan
District Office Capacity/Load Ratios
 Victor Valley CCD

No.	Project	FTE	Occupancy	2007/2008	2008/2009	2009/2010	2010/2011	2011/2012	2012/2013	2013/2014
6	Science Building, Phase II									
	1,000	7	2013/2014							
	Victor Valley Community College									
11	Westside Center - Phase I									
	1,916	14	2013/2014							
	Victor Valley Community College									

393
108%

407
112%

	2007/2008	2008/2009	2009/2010	2010/2011	2011/2012	2012/2013	2013/2014
Office Actual*/Projected FTE	317	327	336	345	353	365	365
48,056 Cumulative Capacity	343	350	366	366	366	375	386
Capacity/Load Ratio	108%	107%	109%	106%	104%	103%	106%

District Library Capacity/Load Ratios

Victor Valley CCD

Calif. Comm. Colleges

No.	Project	2007/2008	2008/2009	2009/2010	2010/2011	2011/2012	2012/2013	2013/2014
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4 Health Professions Building
-4,025 2011/2012
Victor Valley Community College

42,796
94%

15 Academic Commons Building Renovation
-6,693 2011/2012
Victor Valley Community College

36,103
79%

8 Humanities / Social Science
437 2012/2013
Victor Valley Community College

36,540
78%

10 Vocational Technology Building
-567 2012/2013
Victor Valley Community College

35,973
77%

11 Westside Center - Phase I
1,000 2013/2014
Victor Valley Community College

36,973

Library	2007/2008	2008/2009	2009/2010	2010/2011	2011/2012	2012/2013	2013/2014
Actual*/Projected WSCH	41,802	42,846	43,881	44,883	45,747	46,585	46,585
Cumulative Capacity	46,821	46,821	46,821	46,821	46,821	36,103	35,973
Capacity/Load Ratio	112%	109%	107%	104%	102%	77%	0

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No.	Project	AVTV ASF	Occupancy	2007/2008	2008/2009	2009/2010	2010/2011	2011/2012	2012/2013	2013/2014
4	Health Professions Building 500 2011/2012 Victor Valley Community College							4,504 34%		
5	Fire Technology/Admin Justice 250 2011/2012 Victor Valley Community College							4,754 36%		
7	Visual/Performing Arts Lab Building 500 2011/2012 Victor Valley Community College							5,254 39%		
8	Humanities / Social Science 192 2012/2013 Victor Valley Community College								5,446 41%	
10	Vocational Technology Building 121 2012/2013 Victor Valley Community College								5,567 41%	
11	Westside Center - Phase I 1,513 2013/2014 Victor Valley Community College									7,080
		AV/TV Actual*/Projected WSCH		2007/2008	2008/2009	2009/2010	2010/2011	2011/2012	2012/2013	2013/2014
		4,004 Cumulative Capacity		13,025	13,114	13,202	13,287	13,361	13,432	0
		Capacity/Load Ratio		4,004 31%	4,004 31%	4,004 30%	4,004 30%	4,004 30%	5,254 39%	5,567

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District Load Distribution

Reference: Chancellor's Office Forecast

	Instructional Staff FTE	Total Campus WSCH	Off-Campus WSCH	On-Campus WSCH	P.E. Laboratory WSCH	On-Campus Lecture WSCH	On-Campus Laboratory WSCH
Actual Fall							
2004	293	140,316	5,613	134,703	5,388	84,863	44,452
2005	297	149,237	7,163	142,074	5,115	73,310	63,649
Forecast							
2006	306	154,163	62	154,101	4,623	78,592	70,887
2007	317	159,204	64	159,140	4,774	81,162	73,205
2008	327	164,319	66	164,253	4,928	83,769	75,557
2009	336	169,353	68	169,285	5,079	86,335	77,871
2010	345	174,239	70	174,169	5,225	88,826	80,118
2011	353	178,456	71	178,385	5,352	90,976	82,057
2012	365	182,536	73	182,463	5,474	93,056	83,933

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Instructional Load by Campus or Location

Reference: Chancellor's Office Forecast

WSCH Distributed to Campuses or Other Locations

Campus	Actual			Projected						
	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012
Victor Valley Community College	116,379	140,316	149,237	154,163	159,204	164,319	169,353	174,239	178,456	182,536
Total	<u>116,379</u>	<u>140,316</u>	<u>149,237</u>	<u>154,163</u>	<u>159,204</u>	<u>164,319</u>	<u>169,353</u>	<u>174,239</u>	<u>178,456</u>	<u>182,536</u>

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Total District Library Load

Reference: Chancellor's Office Forecast of Day-Graded Enrollment

(a)	Total Day-Graded (b)	Number of Campuses (c)	Initial ASF (3,795/Camp) (d)	First 3,000 Day Graded (3.83/DG) (e)	Between 3k - 9k (3.39/DG) (f)	Above 9,000 (2.94/DG) (g)	Total ASF (d+e+f+g)
2006/2007	10,749	1	3,795	11,490	20,340	5,142	40,767
2007/2008	11,101	1	3,795	11,490	20,340	6,177	41,802
2008/2009	11,456	1	3,795	11,490	20,340	7,221	42,846
2009/2010	11,808	1	3,795	11,490	20,340	8,256	43,881
2010/2011	12,149	1	3,795	11,490	20,340	9,258	44,883
2011/2012	12,443	1	3,795	11,490	20,340	10,122	45,747
2012/2013	12,728	1	3,795	11,490	20,340	10,960	46,585

Library Load by Campus or Location

Reference: Chancellor's Office Forecast of Day-Graded Enrollment

Campus	2006	2007	2008	2009	2010	2011	2012
Victor Valley Community College	40,767 (100%)	41,802 (100%)	42,846 (100%)	43,881 (100%)	44,883 (100%)	45,747 (100%)	46,585 (100%)
Total	<u>40,767</u>	<u>41,802</u>	<u>42,846</u>	<u>43,881</u>	<u>44,883</u>	<u>45,747</u>	<u>46,585</u>

Total District AV, Radio, TV Load

Reference: Chancellor's Office Forecast of Day-Graded Enrollment

(a)	Total Day-Graded (b)	Number of Campuses (c)	Initial ASF (3,500/Camp) (d)	First 3,000 Day Graded (1.50/DG) (e)	Between 3k - 9k (0.75/DG) (f)	Above 9,000 (0.25/DG) (g)	Total ASF (d+e+f+g)
2006/2007	10,749	1	3,500	4,500	4,500	437	12,937
2007/2008	11,101	1	3,500	4,500	4,500	525	13,025
2008/2009	11,456	1	3,500	4,500	4,500	614	13,114
2009/2010	11,808	1	3,500	4,500	4,500	702	13,202
2010/2011	12,149	1	3,500	4,500	4,500	787	13,287
2011/2012	12,443	1	3,500	4,500	4,500	861	13,361
2012/2013	12,728	1	3,500	4,500	4,500	932	13,432

AV, Radio, TV Load by Campus or Location

Reference: Chancellor's Office Forecast of Day-Graded Enrollment

Campus	2006	2007	2008	2009	2010	2011	2012
Victor Valley Community College	12,937 (100%)	13,025 (100%)	13,114 (100%)	13,202 (100%)	13,287 (100%)	13,361 (100%)	13,432 (100%)
Total	<u>12,937</u>	<u>13,025</u>	<u>13,114</u>	<u>13,202</u>	<u>13,287</u>	<u>13,361</u>	<u>13,432</u>

Five Year Construction Plan
Campus Lecture Capacity/Load Ratios
 Victor Valley Community College

Calif. Comm. Colleges

No.	Project	2007/2008	2008/2009	2009/2010	2010/2011	2011/2012	2012/2013	2013/2014
	Lect ASF	WSCH	Occupancy					

3 Seismic Retrofit/Auxiliary Gymnasium Replacement

999
 96,121
 115%

11	26	2008/2009	2009/2010	2010/2011	2011/2012	2012/2013	2013/2014
Victor Valley Community College							

4 Health Professions Building

63,893
 70%

		-13,826	-32,228	2011/2012			
Victor Valley Community College							

5 Fire Technology/Admin Justice

47,897
 53%

		-6,862	-15,995	2011/2012			
Victor Valley Community College							

15 Academic Commons Building Renovation

48,881
 54%

		422	984	2011/2012			
Victor Valley Community College							

8 Humanities / Social Science

98,524
 106%

		21,297	49,643	2012/2013			
Victor Valley Community College							

10 Vocational Technology Building

102,030
 110%

		1,504	3,506	2012/2013			
Victor Valley Community College							

16 Old Nursing Bldg #32 Modernization

117,804
 127%

		6,767	15,774	2012/2013			
Victor Valley Community College							

11 Westside Center - Phase I

130,751
 141%

		5,554	12,946	2013/2014			
Victor Valley Community College							

Lecture	Actual	Projected	WSCH	2007/2008	2008/2009	2009/2010	2010/2011	2011/2012	2012/2013	2013/2014
41,225	96,096	118%		81,162	83,769	86,335	88,826	90,976	93,056	93,056
	96,096	111%		96,096	96,121	96,121	96,121	96,121	48,881	117,804
		Capacity/Load Ratio		118%	115%	111%	108%	106%	53%	127%

Five Year Construction Plan
Campus Laboratory Capacity/Load Ratios
 Victor Valley Community College

No.	Project	WSCH	Occupancy	2007/2008	2008/2009	2009/2010	2010/2011	2011/2012	2012/2013	2013/2014
2	Speech/Drama Studio 7,605 4,872 2006/2007 Victor Valley Community College									
1	Advanced Technology Building, Phase 1 27,763 14,483 2008/2009 Victor Valley Community College				44,690 59%					
4	Health Professions Building 16,185 7,563 2011/2012 Victor Valley Community College							52,253 64%		
5	Fire Technology/Admin Justice 21,305 9,956 2011/2012 Victor Valley Community College							62,208 76%		
7	Visual/Performing Arts Lab Building 27,500 10,700 2011/2012 Victor Valley Community College							72,909 89%		
15	Academic Commons Building Renovation -2,441 -1,427 2011/2012 Victor Valley Community College							71,481 87%		
8	Humanities / Social Science 4,659 2,090 2012/2013 Victor Valley Community College								73,572 88%	
10	Vocational Technology Building 10,384 2,114 2012/2013 Victor Valley Community College								75,686 90%	
6	Science Building, Phase II 11,500 4,475 2013/2014 Victor Valley Community College									80,160 96%
11	Westside Center - Phase I 3,374 1,611 2013/2014 Victor Valley Community College									81,771 97%
	Laboratory Actual*/Projected WSCH 72,479 Cumulative Capacity Capacity/Load Ratio			2007/2008	2008/2009	2009/2010	2010/2011	2011/2012	2012/2013	2013/2014
				73,205 25,334 35%	75,557 30,206 40%	77,871 44,690 57%	80,118 44,690 56%	82,057 44,690 54%	83,933 71,481 85%	83,933 75,686 90%

Five Year Construction Plan
Campus Office Capacity/Load Ratios
 Victor Valley Community College

No.	Project	FTE	Occupancy	2007/2008	2008/2009	2009/2010	2010/2011	2011/2012	2012/2013	2013/2014
6	Science Building, Phase II	7	2013/2014							
	1,000									
	Victor Valley Community College									
11	Westside Center - Phase I	14	2013/2014							
	1,916									
	Victor Valley Community College									

393
108%

407
112%

	2007/2008	2008/2009	2009/2010	2010/2011	2011/2012	2012/2013	2013/2014
Office Actual*/Projected FTE	317	327	336	345	353	365	365
Office Cumulative Capacity	343	350	366	366	366	375	386
Capacity/Load Ratio	108%	107%	109%	106%	104%	103%	106%

Five Year Construction Plan
Campus Library Capacity/Load Ratios
 Victor Valley Community College

No.	Project	2007/2008	2008/2009	2009/2010	2010/2011	2011/2012	2012/2013	2013/2014
4	Health Professions Building -4,025 2011/2012 Victor Valley Community College					42,796 94%		
15	Academic Commons Building Renovation -6,693 2011/2012 Victor Valley Community College					36,103 79%		
8	Humanities / Social Science 437 2012/2013 Victor Valley Community College						36,540 78%	
10	Vocational Technology Building -567 2012/2013 Victor Valley Community College						35,973 77%	36,973
11	Westside Center - Phase I 1,000 2013/2014 Victor Valley Community College							

	2007/2008	2008/2009	2009/2010	2010/2011	2011/2012	2012/2013	2013/2014
Library Actual* Projected WSCH	41,802	42,846	43,881	44,883	45,747	46,585	46,585
46,821 Cumulative Capacity	46,821	46,821	46,821	46,821	46,821	36,103	35,973
Capacity/Load Ratio	112%	109%	107%	104%	102%	77%	0

Campus AV/TV Capacity/Load Ratios

Victor Valley Community College

No.	Project	AVTV ASF	Occupancy	2007/2008	2008/2009	2009/2010	2010/2011	2011/2012	2012/2013	2013/2014
4	Health Professions Building 500 2011/2012 Victor Valley Community College							4,504 34%		
5	Fire Technology/Admin Justice 250 2011/2012 Victor Valley Community College							4,754 36%		
7	Visual/Performing Arts Lab Building 500 2011/2012 Victor Valley Community College							5,254 39%		
8	Humanities / Social Science 192 2012/2013 Victor Valley Community College								5,446 41%	
10	Vocational Technology Building 121 2012/2013 Victor Valley Community College								5,567 41%	
11	Westside Center - Phase I 1,513 2013/2014 Victor Valley Community College									7,080
AV/TV Actual*/Projected WSCH		4,004	Cumulative Capacity	13,025	13,114	13,202	13,287	13,361	13,432	13,517
Capacity/Load Ratio				31%	31%	30%	30%	30%	39%	39%

Campus Load Distribution

Reference: Chancellor's Office Forecast

	Instructional Staff FTE	Total Campus WSCH	Off-Campus WSCH	On-Campus WSCH	P.E. Laboratory WSCH	On-Campus Lecture WSCH	On-Campus Laboratory WSCH
Actual Fall							
2004	293	140,316	5,613	134,703	5,388	84,863	44,452
2005	297	149,237	7,163	142,074	5,115	73,310	63,649
Forecast							
2006	306	154,163	62	154,101	4,623	78,592	70,887
2007	317	159,204	64	159,140	4,774	81,162	73,205
2008	327	164,319	66	164,253	4,928	83,769	75,557
2009	336	169,353	68	169,285	5,079	86,335	77,871
2010	345	174,239	70	174,169	5,225	88,826	80,118
2011	353	178,456	71	178,385	5,352	90,976	82,057
2012	365	182,536	73	182,463	5,474	93,056	83,933

Campus Worksheet for Computing FTE Instruction Staff

College Instructional Staff, Fall Term. Included are all certificated staff for day, extended day, and adult education except those whose office is located off-campus.

(a)	Total Certificated Instructional and Statutory Staff FTE (b)	Non-Instructional Portion of FTE (c)	Net Total Instructional and Statutory Staff FTE (b-c) (d)
Instructors	258.0		258.0
Counselors Include certificated special program coordinators, economic opportunity program, coordinators, statutory and Title 5 required staff, et. al.	19.0		19.0
Department Administrators	3.0		3.0
Librarians Include certificated director of audio/visual, et. al.	5.0		5.0
Institutional Administrators Include certificated persons with responsibilities covering the entire institution, such as Superintendent, Assistant Superintendent, President, Dean of Instruction, Director of Data Processing, et. al.	21.0		21.0
Fall 2006 Totals	306.0	0.0	306.0

Column (b) is the total number of Column (a) distributed to categories

Column (c) is the fraction of time express as Full-Time Equivalents devoted to noninstructional work.
 Counselors, department administrators, and statutorily required staff are counted as if they had no noninstructional duties.

Campus Worksheet for Computing FTE Instruction Staff

College Instructional Staff, Fall Term. Included are all certificated staff for day, extended day, and adult education except those whose office is located off-campus.

(a)	Total Certificated Instructional and Statutory Staff FTE (b)	Non-Instructional Portion of FTE (c)	Net Total Instructional and Statutory Staff FTE (b-c) (d)
Instructors	267.0		267.0
Counselors Include certificated special program coordinators, economic opportunity program, coordinators, statutory and Title 5 required staff, et. al.	20.0		20.0
Department Administrators	3.0		3.0
Librarians Include certificated director of audio/visual, et. al.	5.0		5.0
Institutional Administrators Include certificated persons with responsibilities covering the entire institution, such as Superintendent, Assistant Superintendent, President, Dean of Instruction, Director of Data Processing, et. al.	22.0		22.0
Fall 2007 Totals	317.0	0.0	317.0

Column (b) is the total number of Column (a) distributed to categories

Column (c) is the fraction of time expressed as Full-Time Equivalents devoted to noninstructional work.
 Counselors, department administrators, and statutorily required staff are counted as if they had no noninstructional duties.

Campus Worksheet for Computing FTE Instruction Staff
 College Instructional Staff, Fall Term. Included are all certificated staff for day,
 extended day, and adult education except those whose office is located off-campus.

(a)	Total Certificated Instructional and Statutory Staff FTE (b)	Non-Instructional Portion of FTE (c)	Net Total Instructional and Statutory Staff FTE (b-c) (d)
	275.0		275.0
Instructors			
Counselors Include certificated special program coordinators, economic opportunity program, coordinators, statutory and Title 5 required staff, et. al.	21.0		21.0
	3.0		3.0
Department Administrators			
Librarians Include certificated director of audio/visual, et. al.	6.0		6.0
Institutional Administrators Include certificated persons with responsibilities covering the entire institution, such as Superintendent, Assistant Superintendent, President, Dean of Instruction, Director of Data Processing, et. al.	22.0		22.0
Fall 2008 Totals	327.0	0.0	327.0

Column (b) is the total number of Column (a) distributed to categories

Column (c) is the fraction of time expressed as Full-Time Equivalents devoted to noninstructional work.
 Counselors, department administrators, and statutorily required staff are counted as if they had no noninstructional duties.

Campus Worksheet for Computing FTE Instruction Staff

College Instructional Staff, Fall Term. Included are all certificated staff for day, extended day, and adult education except those whose office is located off-campus.

(a)	Total Certificated Instructional and Statutory Staff FTE (b)	Non-Instructional Portion of FTE (c)	Net Total Instructional and Statutory Staff FTE (b-c) (d)
Instructors	282.0		282.0
Counselors Include certificated special program coordinators, economic opportunity program, coordinators, statutory and Title 5 required staff, et. al.	22.0		22.0
Department Administrators	3.0		3.0
Librarians Include certificated director of audio/visual, et. al.	6.0		6.0
Institutional Administrators Include certificated persons with responsibilities covering the entire institution, such as Superintendent, Assistant Superintendent, President, Dean of Instruction, Director of Data Processing, et. al.	23.0		23.0
Fall 2009 Totals	336.0	0.0	336.0

Column (b) is the total number of Column (a) distributed to categories

Column (c) is the fraction of time expressed as Full-Time Equivalents devoted to noninstructional work.
 Counselors, department administrators, and statutorily required staff are counted as if they had no noninstructional duties.

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Campus Worksheet for Computing FTE Instruction Staff

College Instructional Staff, Fall Term. Included are all certificated staff for day, extended day, and adult education except those whose office is located off-campus.

(a)	Total Certificated Instructional and Statutory Staff FTE (b)	Non-Instructional Portion of FTE (c)	Net Total Instructional and Statutory Staff FTE (b-c) (d)
Instructors	290.0		290.0
Counselors Include certificated special program coordinators, economic opportunity program, coordinators, statutory and Title 5 required staff, et. al.	22.0		22.0
Department Administrators	3.0		3.0
Librarians Include certificated director of audio/visual, et. al.	6.0		6.0
Institutional Administrators Include certificated persons with responsibilities covering the entire institution, such as Superintendent, Assistant Superintendent, President, Dean of Instruction, Director of Data Processing, et. al.	24.0		24.0
Fall 2010 Totals	345.0	0.0	345.0

Column (b) is the total number of Column (a) distributed to categories

Column (c) is the fraction of time expressed as Full-Time Equivalents devoted to noninstructional work.
 Counselors, department administrators, and statutorily required staff are counted as if they had no noninstructional duties.

Campus Worksheet for Computing FTE Instruction Staff

College Instructional Staff, Fall Term. Included are all certificated staff for day, extended day, and adult education except those whose office is located off-campus.

(a)	Total Certificated Instructional and Statutory Staff FTE (b)	Non-Instructional Portion of FTE (c)	Net Total Instructional and Statutory Staff FTE (b-c) (d)
Instructors	297.0		297.0
Counselors Include certificated special program coordinators, economic opportunity program, coordinators, statutory and Title 5 required staff, et. al.	22.0		22.0
Department Administrators	3.0		3.0
Librarians Include certificated director of audio/visual, et. al.	6.0		6.0
Institutional Administrators Include certificated persons with responsibilities covering the entire institution, such as Superintendent, Assistant Superintendent, President, Dean of Instruction, Director of Data Processing, et. al.	25.0		25.0
Fall 2011 Totals	353.0	0.0	353.0

Column (b) is the total number of Column (a) distributed to categories

Column (c) is the fraction of time express as Full-Time Equivalents devoted to noninstructional work.
 Counselors, department administrators, and statutorily required staff are counted as if they had no noninstructional duties.

Campus Worksheet for Computing FTE Instruction Staff

College Instructional Staff, Fall Term. Included are all certificated staff for day, extended day, and adult education except those whose office is located off-campus.

(a)	Total Certificated Instructional and Statutory Staff FTE (b)	Non-Instructional Portion of FTE (c)	Net Total Instructional and Statutory Staff FTE (b-c) (d)
Instructors	303.0		303.0
Counselors Include certificated special program coordinators, economic opportunity program, coordinators, statutory and Title 5 required staff, et. al.	18.0		18.0
Department Administrators	15.0		15.0
Librarians Include certificated director of audio/visual, et. al.	4.0		4.0
Institutional Administrators Include certificated persons with responsibilities covering the entire institution, such as Superintendent, Assistant Superintendent, President, Dean of Instruction, Director of Data Processing, et. al.	25.0		25.0
Fall 2012 Totals	365.0	0.0	365.0

Column (b) is the total number of Column (a) distributed to categories

Column (c) is the fraction of time express as Full-Time Equivalents devoted to noninstructional work.
 Counselors, department administrators, and statutorily required staff are counted as if they had no noninstructional duties.

Cumulative Summary of Existing and Proposed Areas, 2007-2013

Priority and Year of Occupancy (a)	Classroom 100's (b)	Laboratory 200's (c)	Office 300's (d)	Library 400's (e)	AV Radio TV 530 - 535 (f)	P.E. 520 - 525 (g)	Assembly 610 - 625 (h)	Inactive 050 - 070 (i)	All Other Areas (j)	Total ASF (k)
Total ASF	41,225	72,479	48,056	46,821	4,004	32,116	16,739	4,663	77,259	343,362
1 2008/2009		Advanced Technology Building, Phase 1							3,998	34,086
		27,763	2,325						81,257	377,448
		100,242	50,381							
2 2006/2007		Speech/Drama Studio							11,780	20,275
		7,605	890						93,037	397,723
		107,847	51,271							
3 2008/2009		Seismic Retrofit/Auxiliary Gymnasium Replacement							-59	-29
		11	19						92,978	397,694
		41,236	51,290							
4 2011/2012		Health Professions Building							-1,766	-3,538
		-13,826	16,185	-606	-4,025	500			91,212	394,156
		27,410	124,032	50,684	42,796	4,504				
5 2011/2012		Fire Technology/Admin Justice							-1,015	15,768
		-6,862	21,305	2,090		250			90,197	409,924
		20,548	145,337	52,774		4,754				
7 2011/2012		Visual/Performing Arts Lab Building								30,000
		27,500	2,000			500				439,924
		172,837	54,774			5,254				
8 2012/2013		Humanities / Social Science							-4,464	21,905
		21,297	4,659	-216	437	192			85,733	461,829
		41,845	177,496	54,558	43,233	5,446				
10 2012/2013		Vocational Technology Building							1,436	13,773
		1,504	10,384	895	-567	121			87,169	475,602
		43,349	187,880	55,453	42,666	5,567				
12 2011/2012		Central Plant - Phase II							2,084	2,084
									89,253	477,686
14 2012/2013		Practice Fields/Track Fields							23,000	23,000
									112,253	500,686
15 2011/2012		Academic Commons Building Renovation							717	-10,259
		422	-2,441	-2,264	-6,693				112,970	490,427
		43,771	185,439	53,189	35,973					
16 2012/2013		Old Nursing Bldg #32 Modernization								7,665
		6,767		898						498,092
		50,538		54,087						
Total Existing and Proposed Space										
	50,538	185,439	54,087	35,973	5,567	32,116	16,739	4,663	112,970	498,092

Classrooms, Classroom Service (Room Type 100's)	Net ASF	ASF/100 WSCH	Capacity WSCH
Totals	41,225	42.9	96,096

Laboratories and Laboratory Service Areas (Room Types 210, 215, 220, 225, 230, 235, 255)

TOP Code/Description	Net ASF	ASF/100 WSCH	Capacity WSCH	TOP Code/Description	Net ASF	ASF/100 WSCH	Capacity WSCH
0100 Agriculture/Natural Resources	2,611	492	531	0956 Industrial/Manufacturing Technology	2,862	385	743
0116 Agricultural Power Equipment Technology		856		1000 Fine and Applied Arts	16,939	257	6,591
0200 Architecture and Environmental Design		257		1100 Foreign Language		150	
0400 Biological Sciences	9,554	235	4,066	1200 Health	1,386	214	648
0500 Business and Management		128		1300 Consumer Education and Home Economic	1,740	257	677
0600 Communications		214		1400 Law		150	
0700 Computer and Information Science	3,226	171	1,887	1500 Humanities (Letters)		150	
0800 Education		321		1600 Library Science		150	
0900 Engineering & Related Industrial Technolo	8,264	321	2,574	1700 Mathematics		214	
0936 Printing and Lithography		342		1800 Military Studies		257	3,709
0937 Tool & Machine Design Technology		385		1900 Physical Sciences	9,531	150	
0945 Mechanical Technology, General		556		2000 Psychology		214	
0947 Diesel Technology		856		2100 Public Affairs and Services		150	
0948 Automotive Technology	8,385	321	2,612	2200 Social Sciences		214	
0950 Aeronautical and Aviation Technology		749		3000 Commercial Services		257	352
0952 Construction Craft Technology	7,076	749	945	4900 Interdisciplinary Studies	905		
0954 Chemical Technology		556					
Totals					72,479		25,334
Avg Lab ASF/100 WSCH						286	

Office and Office Service Areas (Room Type 300's)

Totals	Net ASF	ASF per FTE	Capacity FTE
	48,056	140	343

District Priority : **1 Advanced Technology Building, Phase 1**

Project Type : Site Acquisition
 Replacement

New Construction
 Infrastructure

Reconstruction
 Equipment

Total Estimated Costs : \$20,794,000

Anticipated Source(s) of Funds : State and Non-State

Type of construction :

Seismic Retrofit :

If Existing - Age :

If Existing - Condition :

Anticipated Time Schedule

	Land Acquisition	Preliminary Plans	Working Drawing	Construction	Equipment	Occupancy
Year		1999/2000	2001/2002	2001/2002	2001/2002	2008/2009
Estimated Cost		\$575,000	\$565,000	\$16,702,000	\$2,952,000	

Explain why this project is needed:

This project plans, constructs, and equips the 34,117 asf Advanced Technology Building-Phase I. This is a multipurpose laboratory and office facility which will have voice, video, and data and power ports to all student stations, faculty offices, and special purpose rooms. The facility will also have an open computer center for open entry individual study courses. The District has completed preliminary plans for the first phase of this multiphase project.

District Priority No.: **1 Advanced Technology Building, Phase 1**

Outline of Project Space - Buildings and Remodelings

	Classroom Type 100's	Laboratory 210 - 255	Office Type 300's	Library Type 400's	AV - TV 530 - 535	All Other	Total ASF
Project Primary		27,763	2,325			3,998	34,086
Project Secondary						3,998	
Project Net ASF		27,763	2,325				34,086

Project Net Capacity

	Net ASF	ASF/100 WSCH	Capacity WSCH
Classrooms, Classroom Service (Room Type 100's)			
Classroom Totals	0	42.9	0

Laboratories and Laboratory Service Areas (Room Types 210, 215, 220, 225, 230, 235, 255)

TOP Code/Description	Primary Effect		Secondary Effect		TOP Code/Description	Net ASF	ASF/100 WSCH	Capacity WSCH
	Net ASF	ASF/100 WSCH	Capacity WSCH	Capacity WSCH				
0200 Architecture and Environmental Design	1,698	257	661					
0500 Accounting	730	128	570					
0500 Business Management	729	128	570					
0500 Other Business and Management	730	128	570					
0500 Real Estate	729	128	570					
0700 Computer Programming	3,685	171	2,155					
0700 Computer Systems Analysis	728	171	426					
1000 Graphic Arts	1,442	257	561					
1000 Photography	1,469	257	572					
1100 Foreign Languages, General	718	150	479					
1500 English	2,916	150	1,944					
1700 Mathematics, General	2,188	150	1,459					
2100 Fire Control Technology	728	214	340					
4900 Interdisciplinary Studies	9,273	257	3,608					
Laboratory Totals	27,763							14,483

Office and Office Service Areas (Room Type 300's)

	Net ASF	ASF per FTE	Capacity FTE
Office Totals	2,325	140	16.61

District Priority : **2 Speech/Drama Studio**

Project Type : Site Acquisition
 Replacement

New Construction
 Infrastructure

Reconstruction
 Equipment

Total Estimated Costs : \$14,491,000

Anticipated Source(s) of Funds : State and Non-State

Type of construction :

Seismic Retrofit :

If Existing - Age :

If Existing - Condition :

Anticipated Time Schedule

	Land Acquisition	Preliminary Plans	Working Drawing	Construction	Equipment	Occupancy
Year		2003/2004	2003/2004	2004/2005	2004/2005	2006/2007
Estimated Cost		\$300,000	\$291,000	\$12,920,000	\$980,000	

Explain why this project is needed:

This project will construct an additional 20,563 ASF to the performing arts center (PAC) to provide specialized lecture/laboratories and studios for the speech/communications and dramatic arts classes. These labs will be acoustically designed to accommodate simultaneous instruction. A new fire access way will be constructed to meet emergency vehicle requirements. This will be a major instructional project.

District Priority No.: **2 Speech/Drama Studio**

Outline of Project Space - Buildings and Remodelings

	Classroom Type 100's	Laboratory 210 - 255	Office Type 300's	Library Type 400's	AV - TV 530 - 535	All Other	Total ASF
Project Primary		7,605	890			11,780	20,275
Project Secondary						11,780	20,275
Project Net ASF		7,605	890				

Project Net Capacity

	Net ASF	ASF/100 WSCH	Capacity WSCH
Classrooms, Classroom Service (Room Type 100's)			
Classroom Totals	0	42.9	0

Laboratories and Laboratory Service Areas (Room Types 210, 215, 220, 225, 230, 235, 255)

TOP Code/Description	Primary Effect			Secondary Effect		
	Net ASF	ASF/100 WSCH	Capacity WSCH	Net ASF	ASF/100 WSCH	Capacity WSCH
1000 Dramatic Arts	712	257	277			
1500 Speech, Debate and Forensic Science	6,893	150	4,595			
Laboratory Totals	7,605		4,872			

Office and Office Service Areas (Room Type 300's)

	Net ASF	ASF per FTE	Capacity FTE
Office Totals	890	140	6.36

District Priority : **3 Seismic Retrofit/Auxiliary Gymnasium Replacement999**

- Project Type : Site Acquisition New Construction Reconstruction
 Replacement Infrastructure Equipment

Total Estimated Costs : \$3,881,000

Anticipated Source(s) of Funds : State and Non-State

Type of construction :

Seismic Retrofit :

If Existing - Age :

If Existing - Condition :

Anticipated Time Schedule

	Land Acquisition	Preliminary Plans	Working Drawing	Construction	Equipment	Occupancy
Year		2004/2005	2004/2005	2005/2006	2005/2006	2008/2009
Estimated Cost		\$161,000	\$125,000	\$3,560,000	\$35,000	

Explain why this project is needed:

This project demolishes and replaces the existing auxiliary gymnasium to remove a seismically unsafe structure. Soils studies completed for the Initial Project Proposal were deemed insufficient when structural engineers began design. Subsequent soils studies found the entire building to be unsafe under post-Northridge earthquake standards.

District Priority No.: **3 Seismic Retrofit/Auxiliary Gymnasium Replacement999**

Outline of Project Space - Buildings and Remodelings

	Classroom Type 100's	Laboratory 210 - 255	Office Type 300's	Library Type 400's	AV - TV 530 - 535	All Other	Total ASF
Project Primary	497		705			10,158	11,360
Project Secondary	-486		-686			-10,217	-11,389
Project Net ASF	11		19			-59	-29

Project Net Capacity

	Net ASF	ASF/100 WSCH	Capacity WSCH
Classrooms, Classroom Service (Room Type 100's)			
Classroom Totals	11	42.9	26

Laboratories and Laboratory Service Areas (Room Types 210, 215, 220, 225, 230, 235, 255)

TOP Code/Description	Primary Effect		Secondary Effect		TOP Code/Description	Net ASF	ASF/100 WSCH	Capacity WSCH
	Net ASF	ASF/100 WSCH	Capacity WSCH					
Laboratory Totals						0		0

Office and Office Service Areas (Room Type 300's)

	Net ASF	ASF per FTE	Capacity FTE
Office Totals	19	140	0.14

District Priority : **4 Health Professions Building**

Project Type : Site Acquisition
 Replacement

New Construction
 Infrastructure

Reconstruction
 Equipment

Total Estimated Costs : \$15,136,000

Anticipated Source(s) of Funds : State and Non-State

Type of construction :

Seismic Retrofit :

If Existing - Age :

If Existing - Condition :

Anticipated Time Schedule

	Land Acquisition	Preliminary Plans	Working Drawing	Construction	Equipment	Occupancy
Year		2009/2010	2009/2010	2010/2011	2010/2011	2011/2012
Estimated Cost		\$516,000	\$614,000	\$13,294,000	\$712,000	

Explain why this project is needed:

This project constructs a new integrated Health Professions Building. It replaces the extremely overcrowded Allied Health/Nursing Building #32 and frees it to be converted to other uses, principally classrooms and offices. It also eliminates two portable buildings (#321). The new building will contain state-of-the-art health training facilities to meet a growing need for training in the High Desert region. The population growth in this region of San Bernardino County is also one of the fastest in the state, outstripping the capabilities of local hospitals to handle the growth. Also, an entire generation of nurses and other health care professionals is projected to retire within the next 5-10 years, necessitating an expanded training program. The facility will train nurses and technicians for careers and in-service training in Registered Nursing, Plebotomy, Radiation, Surgery, Obstetrics, Pharmacy, Respiratory Therapy, and Emergency Medical Services.

District Priority No.: **4 Health Professions Building**

Outline of Project Space - Buildings and Remodelings

	Classroom Type 100's	Laboratory 210 - 255	Office Type 300's	Library Type 400's	AV - TV 530 - 535	All Other	Total ASF
Project Primary		19,355	2,450		500	500	22,805
Project Secondary	-13,826	-3,170	-3,056	-4,025		-2,266	-26,343
Project Net ASF	-13,826	16,185	-606	-4,025	500	-1,766	-3,538

Project Net Capacity

	Net ASF	ASF/100 WSCH	Capacity WSCH
Classrooms, Classroom Service (Room Type 100's)			
Classroom Totals	-13,826	42.9	-32,228

Laboratories and Laboratory Service Areas (Room Types 210, 215, 220, 225, 230, 235, 255)

TOP Code/Description	Primary Effect		Secondary Effect		TOP Code/Description	Net ASF	ASF/100 WSCH	Capacity WSCH
	Net ASF	ASF/100 WSCH	Capacity WSCH					
1200 Health	19,355	214	9,044		1200 Health	-1,784	214	-834
					1200 Health Professions, General	-1,109	214	-518
					1200 Nursing	-277	214	-129
					Laboratory Totals	16,185		7,563

Office and Office Service Areas (Room Type 300's)

	Net ASF	ASF per FTE	Capacity FTE
Office Totals	-606	140	-4.33

District Priority : **5 Fire Technology/Admin Justice**

Project Type : Site Acquisition
 Replacement

New Construction
 Infrastructure

Reconstruction
 Equipment

Total Estimated Costs : \$17,611,000

Anticipated Source(s) of Funds : State and Non-State

Type of construction :

Seismic Retrofit :

If Existing - Age :

If Existing - Condition :

Anticipated Time Schedule

	Land Acquisition	Preliminary Plans	Working Drawing	Construction	Equipment	Occupancy
Year		2009/2010	2009/2010	2010/2011	2010/2011	2011/2012
Estimated Cost		\$625,000	\$742,000	\$15,615,000	\$629,000	

Explain why this project is needed:

This project constructs a fire technology and administration of justice academy at Victor Valley College. It also constructs a replacement San Bernardino County Fire Station with county funds that will adjoin the college teaching academy. The project meets a local need for a public service training facility in the high desert region. Present training facilities are over the Cajon Pass in congested facilities in San Bernardino. The project replaces temporary classrooms for both programs that are located in portable buildings on the lower campus within the Mojave River flood plain. By juxtaposing a real fire station with a training facility, fledgling fire fighters and emergency medical technicians will receive real world training. To that end, the college district with its own or with county funding will build dormitory facilities for its cadets-in-training. Also juxtaposed is an AOJ training academy with an emergency 911 training facility and levels of physical training and forensics training for law enforcement and corrections.

District Priority No.: **5 Fire Technology/Admin Justice**

Outline of Project Space - Buildings and Remodelings

	Classroom Type 100's	Laboratory 210 - 255	Office Type 300's	Library Type 400's	AV - TV 530 - 535	All Other	Total ASF
Project Primary		21,305	3,220		250	1,245	26,020
Project Secondary	-6,862		-1,130			-2,260	-10,252
Project Net ASF	-6,862	21,305	2,090		250	-1,015	15,768

Project Net Capacity

	Net ASF	ASF/100 WSCH	Capacity WSCH
Classrooms, Classroom Service (Room Type 100's)			
Classroom Totals	-6,862	42.9	-15,995

Laboratories and Laboratory Service Areas (Room Types 210, 215, 220, 225, 230, 235, 255)

TOP Code/Description	Primary Effect			Secondary Effect		
	Net ASF	ASF/100 WSCH	Capacity WSCH	Net ASF	ASF/100 WSCH	Capacity WSCH
2100 Administration of Justice	5,950	214	2,780			
2100 Fire Control Technology	15,355	214	7,175			
Laboratory Totals	21,305		9,956			

	Net ASF	ASF per FTE	Capacity FTE
Office and Office Service Areas (Room Type 300's)			
Office Totals	2,090	140	14.93

District Priority : **6 Science Building, Phase II**

Project Type : Site Acquisition
 Replacement

New Construction
 Infrastructure

Reconstruction
 Equipment

Total Estimated Costs : \$11,675,000

Anticipated Source(s) of Funds : State

Type of construction :

Seismic Retrofit :

If Existing - Age :

If Existing - Condition :

Anticipated Time Schedule

	Land Acquisition	Preliminary Plans	Working Drawing	Construction	Equipment	Occupancy
Year		2011/2012	2011/2012	2012/2013	2012/2013	2013/2014
Estimated Cost		\$904,500	\$904,500	\$9,045,000	\$821,000	

Explain why this project is needed:

District Priority No.: **6 Science Building, Phase II**

Outline of Project Space - Buildings and Remodelings

	Classroom Type 100's	Laboratory 210 - 255	Office Type 300's	Library Type 400's	AV - TV 530 - 535	All Other	Total ASF
Project Primary		11,500	1,000			300	12,800
Project Secondary		11,500	1,000			300	12,800
Project Net ASF							

Project Net Capacity

	Net ASF	ASF/100 WSCH	Capacity WSCH
Classrooms, Classroom Service (Room Type 100's)			
Classroom Totals	0	42.9	0

Laboratories and Laboratory Service Areas (Room Types 210, 215, 220, 225, 230, 235, 255)

TOP Code/Description	Primary Effect			Secondary Effect		
	Net ASF	ASF/100 WSCH	Capacity WSCH	Net ASF	ASF/100 WSCH	Capacity WSCH
4900 Biological and Physical Sciences	11,500	257	4,475			
Laboratory Totals	11,500					4,475

Office and Office Service Areas (Room Type 300's)

	Net ASF	ASF per FTE	Capacity FTE
Office Totals	1,000	140	7.14

District Priority : **7 Visual/Performing Arts Lab Building**

Project Type : Site Acquisition
 Replacement

New Construction
 Infrastructure

Reconstruction
 Equipment

Total Estimated Costs : \$18,952,000

Anticipated Source(s) of Funds : State

Type of construction :

Seismic Retrofit :

If Existing - Age :

If Existing - Condition :

Anticipated Time Schedule

	Land Acquisition	Preliminary Plans	Working Drawing	Construction	Equipment	Occupancy
Year		2008/2009	2008/2009	2010/2011	2010/2011	2011/2012
Estimated Cost		\$1,800,000	\$1,800,000	\$14,407,000	\$945,000	

Explain why this project is needed:

This project would modernize the existing building (including asbestos abatement) which was constructed in 1968 and create a modern teaching facility. The rehearsal rooms are not ADA accessible. The air handlers will be replaced with low noise units with air filtration and humidification and all lighting fixtures will be upgraded. The classrooms would be enhanced with video/computer projection and on-demand video/audio record/playback equipment. An instrument storage area is included. Drinking fountains will be added. Practice rooms and teaching studios which include electronic acoustic enhancements are needed. All rooms need to be acoustically calibrated to meet current OSHA codes as well as to address recording needs.

District Priority No.: **7 Visual/Performing Arts Lab Building**

Outline of Project Space - Buildings and Remodelings

	Classroom Type 100's	Laboratory 210 - 255	Office Type 300's	Library Type 400's	AV - TV 530 - 535	All Other	Total ASF
Project Primary		27,500	2,000		500		30,000
Project Secondary		27,500	2,000		500		30,000
Project Net ASF							

Project Net Capacity

	Net ASF	ASF/100 WSCH	Capacity WSCH
Classrooms, Classroom Service (Room Type 100's)			
Classroom Totals	0	42.9	0

Laboratories and Laboratory Service Areas (Room Types 210, 215, 220, 225, 230, 235, 255)

TOP Code/Description	Primary Effect			Secondary Effect		
	Net ASF	ASF/100 WSCH	Capacity WSCH	Net ASF	ASF/100 WSCH	Capacity WSCH
1000 Fine and Applied Arts	27,500	257	10,700			
Laboratory Totals	27,500					10,700

Office and Office Service Areas (Room Type 300's)

	Net ASF	ASF per FTE	Capacity FTE
Office Totals	2,000	140	14.29

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District Priority : **8 Humanities / Social Science**

- Project Type : Site Acquisition New Construction Reconstruction
 Replacement Infrastructure Equipment

Total Estimated Costs : \$20,293,000

Anticipated Source(s) of Funds : State and Non-State

Type of construction :

Seismic Retrofit :

If Existing - Age :

If Existing - Condition :

Anticipated Time Schedule

	Land Acquisition	Preliminary Plans	Working Drawing	Construction	Equipment	Occupancy
Year		2010/2011	2010/2011	2011/2012	2012/2013	2012/2013
Estimated Cost		\$629,000	\$731,000	\$17,005,000	\$1,928,000	

Explain why this project is needed:

This project relocates and consolidates instructional, office, and restroom spaces from temporary facilities to permanent facilities. The stand-alone air conditioning systems in each modular classroom unit create high noise levels and do not provide reliable or consistent heating and cooling particularly in summer months. Foreign language classes are conducted off-campus and students have difficulty fulfilling their required lab assignments. A math department workroom is required. Program reviews conducted in 2003 indicated a need for additional faculty offices. Individual language study rooms with sound/recording equipment are needed. In addition, this project includes the demolition of the Administration Building (#10). This building was constructed in 1969 as a land development sales office and purchased by the district in 1975. Some of the Lower Portables (#66) will be removed from inventory. The Administration Annex (#101) modular will also be removed from inventory.

District Priority : **9 Safety/Security Road - Phase II**

Project Type : Site Acquisition
 Replacement

New Construction
 Infrastructure

Reconstruction
 Equipment

Total Estimated Costs : \$1,870,000

Anticipated Source(s) of Funds : State and Non-State

Type of construction :

Seismic Retrofit :

If Existing - Age :

If Existing - Condition :

Anticipated Time Schedule

	Land Acquisition	Preliminary Plans	Working Drawing	Construction	Equipment	Occupancy
Year		2010/2011	2010/2011	2011/2012		2011/2012
Estimated Cost		\$59,000	\$67,400	\$1,743,600		

Explain why this project is needed:

The ability of the existing road system to safely handle the increasing traffic at Victor Valley College is failing. The college has closed off exiting traffic at one of four ingress-egress points at the request of the City of Victorville due to a high incidence of traffic accidents. The second entrance is an alleyway with a right-turn-only exit onto a divided parkway. The main entry/exit point is lighted (having the ability to stack only two vehicles in each of three lanes) at Bear Valley Road, a busy six-lane major thoroughfare. The remaining entrance is an unlighted exit, also onto Bear Valley Road. The city buses will not exit from this unlighted location due to safety hazards encountered when merging into heavy 45 mph through-traffic. This project will provide a new alternate exiting system at the lighted intersection with greater stacking capacity. It will be constructed to public works standards for roadways and create a four-lane loop around the campus (currently only 3/5 of the road is four-lane). The remaining 2/5 of the road does not meet minimum standards. This substandard portion is too narrow to establish a legal center division line.

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District Priority No.: **9 Safety/Security Road - Phase II**

Outline of Project Space - Buildings and Remodelings

	Classroom Type 100's	Laboratory 210 - 255	Office Type 300's	Library Type 400's	AV - TV 530 - 535	All Other	Total ASF
Project Primary							
Project Secondary							0
Project Net ASF							

Project Net Capacity

	Net ASF	ASF/100 WSCH	Capacity WSCH
Classrooms, Classroom Service (Room Type 100's)			
Classroom Totals	0	42.9	0

Laboratories and Laboratory Service Areas (Room Types 210, 215, 220, 225, 230, 235, 255)

TOP Code/Description	Primary Effect			TOP Code/Description	Secondary Effect		
	Net ASF	ASF/100 WSCH	Capacity WSCH		Net ASF	ASF/100 WSCH	Capacity WSCH
Laboratory Totals	0						0

	Net ASF	ASF per FTE	Capacity FTE
Office and Office Service Areas (Room Type 300's)			
Office Totals	0	140	0.00

District Priority : **10 Vocational Technology Building**

Project Type : Site Acquisition
 Replacement

New Construction
 Infrastructure

Reconstruction
 Equipment

Total Estimated Costs : \$24,379,000

Anticipated Source(s) of Funds : State and Non-State

Type of construction :

Seismic Retrofit :

If Existing - Age :

If Existing - Condition :

Anticipated Time Schedule

	Land Acquisition	Preliminary Plans	Working Drawing	Construction	Equipment	Occupancy
Year		2010/2011	2010/2011	2011/2012	2012/2013	2012/2013
Estimated Cost		\$756,000	\$878,000	\$20,429,000	\$2,316,000	

Explain why this project is needed:

The existing Automotive Shop is 35 years old, the existing Welding Shop is 25 years old, and the existing Electronics Lab is 35 years old. All three buildings are pre-engineered steel structures with wood frames and metal siding. The Welding and Automotive Shops will be demolished to provide space for the new facility containing up-to-date service bays, classrooms, parts department, computer lab, library, lockers, service writing area, machine shop, centralized tool crib, faculty offices, and fenced security area. The offices and classrooms will be in a two-story portion of the building with the labs and demonstrations areas in high bay attached facilities.

District Priority No.: **10 Vocational Technology Building**

Outline of Project Space - Buildings and Remodelings

	Classroom Type 100's	Laboratory 210 - 255	Office Type 300's	Library Type 400's	AV - TV 530 - 535	All Other	Total ASF
Project Primary	2,758	29,904	2,416	990	121	3,854	40,043
Project Secondary	-1,254	-19,520	-1,521	-1,557		-2,418	-26,270
Project Net ASF	1,504	10,384	895	-567	121	1,436	13,773

Project Net Capacity

	Net ASF	ASF/100 WSCH	Capacity WSCH
Classrooms, Classroom Service (Room Type 100's)			
Classroom Totals	1,504	42.9	3,506

Laboratories and Laboratory Service Areas (Room Types 210, 215, 220, 225, 230, 235, 255)

TOP Code/Description	Primary Effect			Secondary Effect		
	Net ASF	ASF/100 WSCH	Capacity WSCH	Net ASF	ASF/100 WSCH	Capacity WSCH
0900 Electronics and Electric Technology	6,008	321	1,872	-3,196	321	-996
0947 Diesel Technology	4,779	856	558	-5,077	321	-1,582
0948 Automotive Technology	12,576	321	3,918	-8,385	321	-2,612
0956 Industrial/Manufacturing Technology	6,541	385	1,699	-2,862	385	-743
Laboratory Totals				10,384		2,114

Office and Office Service Areas (Room Type 300's)

	Net ASF	ASF per FTE	Capacity FTE
Office Totals	895	140	6.39

District Priority : **11 Westside Center - Phase I**

Project Type : Site Acquisition New Construction Reconstruction
 Replacement Infrastructure Equipment

Total Estimated Costs : \$6,892,200

Anticipated Source(s) of Funds : State and Non-State

Type of construction :

Seismic Retrofit :

If Existing - Age :

If Existing - Condition :

Anticipated Time Schedule

	Land Acquisition	Preliminary Plans	Working Drawing	Construction	Equipment	Occupancy
Year		2010/2011	2010/2011	2011/2012	2012/2013	2013/2014
Estimated Cost		\$213,600	\$248,200	\$5,775,600	\$654,800	

Explain why this project is needed:

This project will be the second phase of our new center located on the west side of the district. With the existing main campus in Victorville, the communities of Adelanto, El Mirage, Oak Hills, Phelan, Pinon Hills, and Wrightwood are disadvantaged by an average one-way commute of almost 30 miles. This commute will be cut by half in most cases, thereby implementing the policy of the California Postsecondary Education Commission to bring the district's services to "all persons...who can benefit from the instruction offered, regardless of the district boundaries..."

The district purchased 160 acres for this project in 1987. The value of the site could be used in a collateral arrangement to acquire additional property on which to build the new center.

Modular classroom buildings, presently located on the main campus, will be relocated.

The district plans to formalize the off-site center with this Phase II project. As the success of the Center becomes confirmed, driven by the anticipated growth of the High Desert, Phase II will be well along in its planning and design. This will set the stage to meet the educational needs of the future in this district of over 2,200 square miles.

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District Priority No.: **11 Westside Center - Phase I**

Outline of Project Space - Buildings and Remodelings

	Classroom Type 100's	Laboratory 210 - 255	Office Type 300's	Library Type 400's	AV - TV 530 - 535	All Other	Total ASF
Project Primary	5,554	3,374	1,916	1,000	1,513	4,973	18,330
Project Secondary							
Project Net ASF	5,554	3,374	1,916	1,000	1,513	4,973	18,330

Project Net Capacity

Classrooms, Classroom Service (Room Type 100's)	Net ASF	ASF/100 WSCH	Capacity WSCH
Classroom Totals	5,554	42.9	12,946

Laboratories and Laboratory Service Areas (Room Types 210, 215, 220, 225, 230, 235, 255)

Primary Effect				Secondary Effect		
TOP Code/Description	Net ASF	ASF/100 WSCH	Capacity WSCH	TOP Code/Description	Net ASF	Capacity WSCH
0700 Computer and Information Science	1,524	171	891			
4900 Other Interdisciplinary Studies	1,850	257	720			
				Laboratory Totals	3,374	1,611

Office and Office Service Areas (Room Type 300's)	Net ASF	ASF per FTE	Capacity FTE
Office Totals	1,916	140	13.69

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District Priority : **12 Central Plant - Phase II**

Project Type : Site Acquisition New Construction Reconstruction
 Replacement Infrastructure Equipment

Total Estimated Costs : \$2,990,100

Anticipated Source(s) of Funds : State and Non-State

Type of construction :

Seismic Retrofit :

If Existing - Age :

If Existing - Condition :

Anticipated Time Schedule

	Land Acquisition	Preliminary Plans	Working Drawing	Construction	Equipment	Occupancy
Year		2010/2011	2010/2011	2011/2012		2011/2012
Estimated Cost		\$90,000	\$150,000	\$2,750,100		

Explain why this project is needed:

In 1996, the district completed the first phase of a campus-wide utilities infrastructure upgrade. Phase II will provide an additional central plant to generate "pre-cooling" mechanical cooling and gas-fired boiler hot water for building heating. Students cannot succeed without additional infrastructure to operate the new facilities built to meet growth. The unique pre-cooling is accomplished through a system of wells. Well water at 50 degrees F is circulated through campus building fan units. When this pre-cooling is no longer adequate, the central plant mechanical chillers are turned on. The pre-cooling phase saves approximately \$100,000 per year in energy costs.

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District Priority No.: **12 Central Plant - Phase II**

Outline of Project Space - Buildings and Remodelings

	Classroom Type 100's	Laboratory 210 - 255	Office Type 300's	Library Type 400's	AV - TV 530 - 535	All Other	Total ASF
Project Primary						2,084	2,084
Project Secondary							
Project Net ASF						2,084	2,084

Project Net Capacity

	Net ASF	ASF/100 WSCH	Capacity WSCH
Classrooms, Classroom Service (Room Type 100's)			
Classroom Totals	0	42.9	0

Laboratories and Laboratory Service Areas (Room Types 210, 215, 220, 225, 230, 235, 255)

Primary Effect				Secondary Effect			
TOP Code/Description	Net ASF	ASF/100 WSCH	Capacity WSCH	TOP Code/Description	Net ASF	ASF/100 WSCH	Capacity WSCH
Laboratory Totals					0		0

	Net ASF	ASF per FTE	Capacity FTE
Office and Office Service Areas (Room Type 300's)			
Office Totals	0	140	0.00

District Priority : **13 Campus Parking**

Project Type : Site Acquisition New Construction Reconstruction
 Replacement Infrastructure Equipment

Total Estimated Costs : \$3,520,600

Anticipated Source(s) of Funds : Non-State

Type of construction :

Seismic Retrofit :

If Existing - Age :

If Existing - Condition :

Anticipated Time Schedule

	Land Acquisition	Preliminary Plans	Working Drawing	Construction	Equipment	Occupancy
Year		2009/2010	2009/2010	2010/2011		2011/2012
Estimated Cost		\$140,000	\$150,600	\$3,230,000		

Explain why this project is needed:

This project will add approximately 4,500 surface parking spaces to the existing parking at the college. In addition, this project will provide for the demolition and reconstruction of parking areas that have been severely damaged over time. This will meet the parking needs of the campus through 2025. Parking lot lighting is a part of this project. This is a locally-funded project.

District Priority No.: **13 Campus Parking**

Outline of Project Space - Buildings and Remodelings

	Classroom Type 100's	Laboratory 210 - 255	Office Type 300's	Library Type 400's	AV - TV 530 - 535	All Other	Total ASF
Project Primary							
Project Secondary							0
Project Net ASF							

Project Net Capacity

	Net ASF	ASF/100 WSCH	Capacity WSCH
Classrooms, Classroom Service (Room Type 100's)			
Classroom Totals	0	42.9	0

Laboratories and Laboratory Service Areas (Room Types 210, 215, 220, 225, 230, 235, 255)

TOP Code/Description	Primary Effect			TOP Code/Description	Secondary Effect		
	Net ASF	ASF/100 WSCH	Capacity WSCH		Net ASF	ASF/100 WSCH	Capacity WSCH
Laboratory Totals	0						0

Office and Office Service Areas (Room Type 300's)

	Net ASF	ASF per FTE	Capacity FTE
Office Totals	0	140	0.00

District Priority : **14 Practice Fields/Track Fields**

Project Type : Site Acquisition
 Replacement

New Construction
 Infrastructure

Reconstruction
 Equipment

Total Estimated Costs : \$6,186,200

Anticipated Source(s) of Funds : State and Non-State

Type of construction :

Seismic Retrofit :

If Existing - Age :

If Existing - Condition :

Anticipated Time Schedule

	Land Acquisition	Preliminary Plans	Working Drawing	Construction	Equipment	Occupancy
Year		2010/2011	2010/2011	2011/2012	2012/2013	2012/2013
Estimated Cost		\$191,800	\$223,800	\$5,183,000	\$587,600	

Explain why this project is needed:

This project will meet the serious shortage of PE facilities that has never been fully developed since the college was established in 1960. This project will: reconstruct the track and field events area, construct two new softball fields, four soccer fields, a football field, a large practice field, locker rooms, restrooms, bleachers, lights, landscaping, irrigation, fencing, a field house, and an access road.

District Priority No.: **14 Practice Fields/Track Fields**

Outline of Project Space - Buildings and Remodelings

	Classroom Type 100's	Laboratory 210 - 255	Office Type 300's	Library Type 400's	AV - TV 530 - 535	All Other	Total ASF
Project Primary						23,000	23,000
Project Secondary						23,000	23,000
Project Net ASF							

Project Net Capacity

	Net ASF	ASF/100 WSCH	Capacity WSCH
Classrooms, Classroom Service (Room Type 100's)			
Classroom Totals	0	42.9	0

Laboratories and Laboratory Service Areas (Room Types 210, 215, 220, 225, 230, 235, 255)

TOP Code/Description	Primary Effect			Secondary Effect			
	Net ASF	ASF/100 WSCH	Capacity WSCH	TOP Code/Description	Net ASF	ASF/100 WSCH	Capacity WSCH
Laboratory Totals	0				0		0

	Net ASF	ASF per FTE	Capacity FTE
Office and Office Service Areas (Room Type 300's)			
Office Totals	0	140	0.00

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District Priority : **15 Academic Commons Building Renovation**

- Project Type : Site Acquisition New Construction Reconstruction
 Replacement Infrastructure Equipment

Total Estimated Costs : \$1,743,000

Anticipated Source(s) of Funds : State

Type of construction :

Seismic Retrofit :

If Existing - Age :

If Existing - Condition :

Anticipated Time Schedule

	Land Acquisition	Preliminary Plans	Working Drawing	Construction	Equipment	Occupancy
Year		2009/2010	2009/2010	2010/2011	2011/2012	2011/2012
Estimated Cost		\$61,000	\$76,000	\$1,581,000	\$25,000	

Explain why this project is needed:

Renovation of the Academic Commons Building is a secondary-effect project as a result of the completion of the Advanced Technology Building. The open computer labs in the Academic Commons will be moved to the Advanced Technology Building. The renovation project will create needed classrooms currently housed in modular units. The humanities classes will be moved from modulars to the renovated Academic Commons and the modular units will be removed from inventory.

District Priority No.: **15 Academic Commons Building Renovation**

Outline of Project Space - Buildings and Remodelings

	Classroom Type 100's	Laboratory 210 - 255	Office Type 300's	Library Type 400's	AV - TV 530 - 535	All Other	Total ASF
Project Primary	6,818		1,431	1,062		1,167	10,478
Project Secondary	-6,396	-2,441	-3,695	-7,755		-450	-20,737
Project Net ASF	422	-2,441	-2,264	-6,693		717	-10,259

Project Net Capacity

	Net ASF	ASF/100 WSCH	Capacity WSCH
Classrooms, Classroom Service (Room Type 100's)			
Classroom Totals	422	42.9	984

Laboratories and Laboratory Service Areas (Room Types 210, 215, 220, 225, 230, 235, 255)

TOP Code/Description	Primary Effect			TOP Code/Description	Secondary Effect		
	Net ASF	ASF/100 WSCH	Capacity WSCH		Net ASF	ASF/100 WSCH	Capacity WSCH
				0700 Computer and Information Sciences, G	-2,441	171	-1,427
				Laboratory Totals	-2,441		-1,427

	Net ASF	ASF per FTE	Capacity FTE
Office and Office Service Areas (Room Type 300's)			
Office Totals	-2,264	140	-16.17

4/10/06

District Priority : **16 Old Nursing Bldg #32 Modernization**

Project Type : Site Acquisition
 Replacement

New Construction
 Infrastructure

Reconstruction
 Equipment

Total Estimated Costs :

Anticipated Source(s) of Funds : State

Type of construction :

Seismic Retrofit :

If Existing - Age :

If Existing - Condition :

Anticipated Time Schedule

	Land Acquisition	Preliminary Plans	Working Drawing	Construction	Equipment	Occupancy
Year						2012/2013
Estimated Cost						

Explain why this project is needed:

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District Priority No.: **16 Old Nursing Bldg #32 Modernization**

Outline of Project Space - Buildings and Remodelings

	Classroom Type 100's	Laboratory 210 - 255	Office Type 300's	Library Type 400's	AV - TV 530 - 535	All Other	Total ASF
Project Primary	6,767		898				7,665
Project Secondary			898				
Project Net ASF	6,767						7,665

Project Net Capacity

	Net ASF	ASF/100 WSCH	Capacity WSCH
Classrooms, Classroom Service (Room Type 100's)			
Classroom Totals	6,767	42.9	15,774

Laboratories and Laboratory Service Areas (Room Types 210, 215, 220, 225, 230, 235, 255)

TOP Code/Description	Primary Effect		Secondary Effect	
	Net ASF	ASF/100 WSCH	Capacity WSCH	Net ASF
Laboratory Totals	0			0

Office and Office Service Areas (Room Type 300's)

	Net ASF	ASF per FTE	Capacity FTE
Office Totals	898	140	6.41



Victor Valley Community College District

Executive Summary

Victor Valley College is an attractive, well-planned campus located some five miles east of I-15 on Bear Valley Road overlooking the Mojave River Valley. The core of the campus is designed around a man-made (Boise Cascade) lake, contributing substantially to the attractiveness of the campus.

Victor Valley College's service area is part of what Economist John Husing calls the "Third Ring of Economic Development Out of the Los Angeles Basin". The ring extends across the Lancaster/Palmdale, Victorville, Ontario/San Bernardino, Riverside and the I-15 corridor area. As a result, this is one of the most rapidly growing areas in California. For example, for 2004, in terms of percentages, the city of Victorville was the second fastest-growing city among those with a population of more than 50,000 people with 8,326 new residents for a 10.7 percent population increase. Adelanto grew by 2,023 residents or 9.5 percent, Hesperia grew by 5,370 residents or 7.5 percent, and Apple Valley grew by 2,141 residents or 3.5 percent. Hesperia cited the building of 16,000 homes in the new community of Rancho Las Flores within the next three years.

What John Husing called "cheap dirt" is driving this growth. The greater Los Angeles and Orange County areas no longer have affordable housing for working families. Sky-high land costs in these areas are pushing companies and their employees to the Inland Empire. The Victor Valley is the jewel of the Inland Empire, and is where the next major land boom in California is already underway. John Husing believes Victor Valley will ultimately become the new center for California's distribution industry.

Positioned on the I-15 corridor, the new Southern California Logistics Airport in Victorville, the third set of tracks through the Cajon Pass by Burlington Northern Santa Fe Railroad, and available "cheap" land are driving this expansion. Recently, Southern California Edison announced plans for the world's largest solar energy facility to be built near Victorville. This project will provide clean power to serve some 278,000 homes for the entire year.

Population Projections

The San Bernardino Association of Governments (SANBAG) and the Southern California Association of Governments (SCAG) have forecast that the population of the incorporated cities in Victor Valley College's service area will continue to grow dramatically during the coming 20 years.

From 2005 to 2025, Adelanto is forecast to increase in population by 81.98 percent, Apple Valley by 41.54 percent, Hesperia by 103.38 percent and Victorville by 68.06 percent. The largest increases will occur along the I-15 Corridor, e.g., Hesperia and Adelanto, for



Victor Valley Community College District

commuting convenience for persons who work in the Greater Los Angeles Basin – estimated to be some 50 percent of employees.

These population data do not include the unincorporated town, Phelan, and surrounding area. Population growth for Phelan and surrounding area should mirror those for Hesperia.

These conservative population forecast data clearly present a need for Victor Valley College to plan for facilities and other campus sites to be prepared for the student increase these data predict.

Population Forecast for 2005-2025 for the Incorporated Cities in the Victor Valley College Service Area

City	2005 Population	2010 Population	2015 Population	2020 Population	2025 Population	Percent Change
Adelanto	21,888	25,939	30,675	35,351	39,832	81.90
Apple Valley	63,453	70,873	77,333	83,707	89,815	41.54
Hesperia	78,494	95,800	117,568	139,049	159,638	103.37
Victorville	75,952	81,592	92,548	103,353	113,711	49.71
Total	239,787	274,204	318,124	361,460	402,996	68.10

Source: SANBAG and SCAG

Student Population

The Victor Valley College student population increased from 8,678 for the 1990 Fall Semester to 11,246 for 2004 the Fall Semester, a 29.59 percent change. However, Weekly Student Contact Hours (WSCH) increased from 69,290 to 140,316 for the same period of time, a significant 102.50 percent increase. Students enrolled in an average of 7.98 hours per week for Fall 1990 as compared with 12.48 hours per week for Fall 2004. The strengthening of the District's student financial aid over this period of time no doubt contributed substantially to this increase.

Currently, some 55 percent of students are 24 years of age or younger, the "traditional college age student". This compares with some 45 percent of students 25 years of age or over. Some 61 to 62 percent of students are female as compared with 38 to 39 percent male.

The national population over 18 years of age is 74.3 percent. All four of the cities in the Victor Valley College service area have young populations – under 70 percent. This means a greater portion of the population is enrolled in K-12 schools – those that feed students to Victor Valley College.

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Victor Valley Community College District

Economic Development

The economy of the Victor Valley College service area during the 1990's and early 2000's was driven largely by the need for low-cost land by home owners and small businesses – the first phase of the Third Ring of Economic Development from the Los Angeles Basin. This resulted in a large work force commuter population, some 50 percent of workers. This trend will continue for the foreseeable future: high population growth and small business growth. This is changing rapidly with the new Southern California Logistics Airport (formerly George Air Force Base) on the west side of Victorville, the Burlington Northern/Santa Fe building a third set of tracks through the Cajon Pass, and access to the I-15 Corridor. These are the driving components of the greater Victor Valley area becoming, as John Husing termed it, the new center for California's distribution industry.

The economy is driven by retail business and service jobs; construction, finance, insurance and real estate; small company manufacturing and transportation/distribution/utilities.

Victor Valley College is an integral component of the planning and development of the economy. It contributes to the economic development of the High Desert by cooperating with CSU, San Bernardino and several private colleges and universities in making upper division and graduate programs available on the Victor Valley College Campus.

Mission

The mission of Victor Valley Community College is three-fold:

To enable students to succeed and to develop competence through academic and vocational instruction at the lower division college level. This instruction will lead to the granting of certificates and degrees as well as transfer to other institutions;

To contribute to community and state-wide economic growth and competitiveness through vocational and technical instruction leading to employment, continuing education, student support services, adult non-credit instruction, and instruction in basic skills and English as a Second Language;

To foster personal development and life-long learning through culturally enriching programs and activities for the expanding learning community.

Victor Valley Community College is a learning organization that is committed to

- verified student learning success,
- instructional and institutional innovation and excellence,
- systematic self-evaluation and improvement,
- learning-centered planning and allocating of resources,
- respect and civility in personal conduct,



Victor Valley Community College District

- integrity and collaboration among students, staff, faculty and administrators,
- active and responsible citizenship,
- equality of access,
- understanding and appreciation of diversity, and
- responding to community employment needs.

Facilities Master Plan

The District has retained Carrier Johnson to create a comprehensive Educational Master Plan and a Facilities Master Plan to ready the District for the projected **enormous** population growth and the economic changes in its service area. The Facilities Master Plan will address facilities, fields, campuses and parking that will be needed.

General Bond Election

The District, through its Facility Master Planning, is studying the need for a General Obligation Bond. If the planning process identifies the need, the District will take to service area voters a Bond Issue for the coming November election.

Energy Conservation

The District has been proactive in energy conservation – to reduce energy use and save resources. During the mid-1990's, the District took advantage of the California Energy Commission's loan program to improve gas and electricity efficiency across the campus. Through a Central Plant project, the District employs cold underground water to "pre-cool" its air conditioning system for a substantial portion of the campus – according to Southern California officials, this results in operating at 10 percent of the normal energy/cost use. Once the water has been used for pre-cooling, it is dumped into the campus lake from which it is drawn to water the campus grounds and fields. This is a unique and highly effective system.

A second Central Plant is in the planning stage for future facilities and ones not currently served.



Five-Year Facility Plan

<u>Project</u>	<u>Projected Completion</u>
1. Advanced Technology Center	2007/08
2. Speech/Drama Studio	2007/08
3. Seismic Retrofit/Adaptive P.E.	2007/08
4. Health Professions Building	2011/12
5. Fire Technology/Administration of Justice	2011/12
6. Science Building, Phase II	2012/13
7. New Music Building	2012/13
8. Humanities/Art Building	2013/14
9. Safety/Security Road, Phase II	2013/14
10. Westside Center, Phase I, Initial Facilities	2013/14
11. Vocational/Technology Building	2013/14
12. Central Plant, Phase II	2013/14
13. Campus Parking	2011/12
14. Practice Fields/Track Field	2011/12

Projects

Priority #1 – Advanced Technology Center (State Funded)

This project is designed to facilitate the use of electronic technology for the teaching and learning process. It is a major classroom/laboratory building of some 34,000 ASF (assignable square feet – square feet inside classrooms, laboratories, offices and work areas). The building includes dedicated laboratories, a large multipurpose computerized self-paced learning laboratory, classrooms and faculty offices. It is designed for business, English, languages and similar disciplines.

Priority #2 – Speech/Drama Studio (State Funded)

This project provides for teaching and learning additions to the Performing Arts Center (PAC). It includes classrooms and laboratories for the Theatre Arts and Speech programs. The project also enhances the over-all design of the Performing Arts Center.

Priority #3 – Seismic Retrofit/Adaptive Physical Education (State Funded)

Several years earlier the state evaluated community college facilities for their capacity to withstand seismic activity. The “Old” Gym was one of the buildings identified across the state that needed retrofitting. A major emphasis in the retrofit of the “Old” Gym is physical education laboratories for students with disabilities.

4



Victor Valley Community College District

Priority #4 – Health Professions Building (Shared Funding)

This project is for a new Health Professions Building and will include 14 laboratories and 10 offices for the several health programs currently offered and for projected future ones, e.g.: Registered Nursing (RN), Certified Nursing Assistant (CAN), Respiratory Therapy (RT), Radiation Technician, Pharmacy Technician (PT), Medical Lab Assistant, Medical Office Assistant (MOA) and Emergency Medical Service (EMS). Health professions are high growth with excellent career opportunities for program graduates. *An IPP will be submitted this year for 2009/2010 funding.*

Priority #5 – Fire Technology/Administration of Justice Academy (Shared Funding)

This project is for a Public Safety Complex to meet the variety of teaching and learning needs of the Public Safety programs: Administration of Justice and Fire Technology. The Administration of Justice and Fire Technology programs are currently located in temporary classrooms and laboratories (modular units) —these are poorly suited for the training needs of Public Safety students. Facilities include a real fire station with training facilities and an Administration of Justice Training Academy. These are and will continue to be programs which will grow rapidly in part due to a projected high rate of retirement by current public safety personnel. This will be a joint effort with the county and cities. *An IPP will be submitted this year for 2009/2010 funding.*

Other Projects Include*

- Science Building, Phase II
- New Music Building
- Humanities/Art Building
- Safety/Security Road, Phase II
- Westside Center, Phase I
- Vocational Technology Building
- Central Plant, Phase II
- Campus Parking
- Practice Fields/Track Field

* *Note: The Educational and Facility Master Plans will determine needed facilities and their priority ranking*

1.1 Initial Project Proposal (IPP)

District:	<u>Victor Valley</u>			Check All That Apply	
College/Center:	<u>Victor Valley College</u>			Site Acquisition	<input type="checkbox"/>
Project Name:	<u>Fire/AOJ Academy</u>			New Construction	<input checked="" type="checkbox"/>
Acquisition	\$0	Budget Year	<u>2009-10</u>	Reconstruction	<input type="checkbox"/>
Preliminary Plans	\$504,000	Constr. Cost Index (BCCI)	<u>5739</u>	Replacement	<input type="checkbox"/>
Working Drawings	\$526,000	5-Yr. Plan Priority	<u>5</u>	Infrastructure	<input type="checkbox"/>
Construction	\$11,889,000	Net ASF	<u>19,130</u>	Equipment Only	<input type="checkbox"/>
Equipment	\$462,000	Total GSF	<u>26,569</u>	Study	<input type="checkbox"/>
Total Cost	\$13,381,000			Other	<input type="checkbox"/>

PROJECT DESCRIPTION (Including total and growth WSCH):

This project constructs a fire technology and administration of justice academy at Victor Valley College. It also constructs a replacement San Bernardino County Fire Station with county funds that will adjoin the college teaching academy. The project meets a local need for a public service training facility in the high desert region. Present training facilities are over the Cajon Pass in congested facilities in San Bernardino. The project replaces temporary classrooms for both programs that are located in portable buildings on the lower campus within the Mojave River flood plain. By juxtaposing a real fire station with a training facility, fledgling fire fighters and emergency medical technicians will receive real world training. To that end, the college district with its own or with county funding will build dormitory facilities for its cadets-in-training. Also juxtaposed is an AOJ training academy with an emergency 911 training facility and levels of physical training and forensics training for law enforcement and corrections.

Describe how this project supports the district's/college's educational and facility Master Plan and Five-Year Construction Plan.

Victor Valley College's 2006 Educational and Facilities Master Plan currently in preparation has placed a strong emphasis on outreach to local and governmental agencies to provide local employment opportunities. Many of the high desert region's workers are forced to commute up to 100 miles each way to jobs in the LA Basin and Inland Empire. This project meets that requirement and will serve the high desert region with a facility that allows both initial academy training and in-service training for all levels of public service (fire, emergency, medical, and administration of justice). The proximity of a state prison in Adelanto and similar state and county facilities in Lancaster heightens the need for local training of corrections officers as well as law enforcement officers. To provide a safe pedestrian linkage to this facility that lies across a heavily trafficked campus road from the rest of campus, a pedestrian bridge is provided.

Provide CEQA status of the project. Check all that apply.

	Project Under Review	Hearings Underway	Approved District/Filed Clearinghouse	Not Required
Notice of Exemption	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Initial Study	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Negative Declaration	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Draft EIR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Final EIR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
District Contact:	Stephen Garcia <u>Dir. of Facilities Construction and Contract</u>		Phone #:	<u>(760) 245 4270 X2250</u>
Date:	<u>7/1/2006</u>		FAX #:	<u>(760) 243 2781</u>
Prepared by:	<u>James Spencer, AIA</u>		E Mail Add:	<u>garcias@vvc.edu</u>

The District approves and verifies that this proposal presents the basic scope and cost of the project.

Approved by:

Bruce Baron, VP Admin. Services

Name / Title

Signature / Date

		X

Infrastructure

Loss or failure of infrastructure is imminent.

Other funding sources have been considered (i.e. Sch.Maint., Haz. Sub., other)

		X
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Master Planning or Project Planning

District's general fund's unrestricted ending balance is less than 5% of total general fund expenditures (refer to the CCFS 311).

Project Type

- Instructional Space
- Academic Support, Student Service or Administrative Space
- Other Facility Projects, specifically
 - physical education
 - performing arts
 - child development
 - maintenance
 - warehouse
 - cafeteria, and/or
 - other facilities to complete a balanced campus.

Capacity/Load Ratio Analysis: Refer to District's Five-Year Construction Plan

- Primary ASF
- Classroom
 - Teaching Labs
 - Library/Learning Resources
 - AVTV
 - Office

		X
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If the capacity/load ratio of any existing space is greater than 110%, this project considered remodeling existing space for efficiency.

		X
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This project will cause ASF in at least one space category to exceed 110% of capacity/load ratio as confirmed by calculations in the Five-Year Construction Plan.

X		
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Supplemental Information and Alternatives Explored

There is an existing facility building in use for proposed project.

		X
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Cost to reconstruct existing building is more than 50% of cost of a new building.

X		
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Usage in new building will be the same as usage in the building replaced.

		X
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Replaced building will be demolished and costs are included in the project.

X		
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Regional or joint use project with: other college(s), agency, private developer.

X		
---	--	--

Scheduling alternatives in existing facilities (Saturdays, year-round, etc.).

X		
---	--	--

Alternative instructional delivery systems, distance learning, other such means.

	X	
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District or private funding sources.

	X	
--	---	--

Other:

Total construction period in number of months is 16

Additional Forms/Pages Enclosed

X		
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District Five-Year Construction Plan or project-related pages from said document (required).

		X
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Critical life-safety third party justification (optional)

X		
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Engineering tests or other related documents (optional)

X		
---	--	--

JCAF 32, Cost Estimate Summary and Anticipated Time Schedule (optional)

X		
---	--	--

Other FPP Forms JCAF 31, 32, 33

4/11

Facilities Planning and Utilization

5.1 Cost Estimate Summary and Anticipated Time Schedule (JCAF 32)

Fiscal Year of Proposal: **2009-10** Locally Funded Non-State Supportable Space

Date Prepared: 7/1/06

Prepared By: James Spencer, AIA

District: Victor Valley

College: Victor Valley College

Project: Fire/AOJ Academy

Request for: A_P_X_W_X_C_X_E_X_

1 Site Acquisition Acres: 0

CFIS #:

Budget Ref. #:

Orig. CCI Index: **5739**

A. Purchase price of property	\$0
B. Appraisals	\$0
C. Costs incurred in escrow	\$0
D. Surveys	\$0
E. Relocation Costs	\$0
F. Other Costs	\$0
Total (Acquisition of Site)	\$0

2 Plans (Total may not exceed 13% of construction)

A. Architects' fee for Preliminary Plans	\$95,228
B. Architects' fee for Working Drawings	\$122,436
C. Project Management	\$34,010
D. Division of the State Architect, plan check fee	\$26,645
E. Community College, plan check fee	\$9,727
F. Preliminary tests (Structural Testing + Geological Hazard Report)	\$25,000
G. Other costs (Legal advertising, EIR, energy, geological)	\$25,000
Total (Plans)	\$338,000

CCI Index 4328

3 Construction

A. Utility Service	\$50,000
B. Site Development Service	\$100,000
C. Site Development, General (Parking paving, lighting, patio, wall & landscaping)	\$100,000
D. Other Site Development	\$50,000
E. Reconstruction	\$0
F. New Construction (Building)(including	\$0

Group I Equipment)						\$3,100,500
G. Other						\$0
Total (Construction Contracts)						\$3,401,000
						\$0
4 Tests						
	0 months				\$9,000	\$170,000
5 Inspections						
	5%	x			\$3,401,000	\$68,000
6 Contingency						
	2%	x			\$3,401,000	\$54,000
7 Construction Management (if justified)						
	8%	x			\$3,401,000	\$3,727,000
8 Architectural and Engineering Oversight						
						\$167,000
9 Total (Construction Costs) (Items 3 through 8 above)						\$4,232,000

EI Index 2649

12 Project Data	Gross SF (GSF)	Assignable SF (ASF)	Ratio % ASF/GS	Unit Cost per GSF	Unit Cost per ASF	FUNDING ANALYSIS		
						Local Funds	Other Funds	State Funds
New Construction	7,997	6,890	86%	\$387.70	\$450.00	\$0	\$0	\$0
Reconstruction	-	-	N/A	-	-	-	-	-
Anticipated Time Schedule								
Start Preliminary Plans	8/1/2008						Advertise Bid for Construction	2/1/2010
Start Working Drawings	12/1/2008						Award Construction Contract	4/1/2010
Complete Working Drawings	7/1/2009						Advertise Bid for Equipment	11/1/2010
State Architect (ORS) Final Approval	12/1/2009						Complete Project	6/1/2011

Facilities Planning and Utilization

5.1 Cost Estimate Summary and Anticipated Time Schedule (JCAF 32)

Fiscal Year of Proposal: **2009-10** State Supportable Space **1**
 Prepared By: James Spencer, AIA
 District: Victor Valley
 College: Victor Valley College
 Project: Fire/AOJ Academy
 Request for: **A_P_X_W_X_C_X_E_X_**
 Acres: 0
 Date Prepared: _____
 CFIS #: _____
 Budget Ref. #: _____
 Orig. CCI Index: **5739**
 (per Fusion)

1 Site Acquisition

A. Purchase price of property	\$0
B. Appraisals	\$0
C. Costs incurred in escrow	\$0
D. Surveys	\$0
E. Relocation Costs	\$0
F. Other Costs	\$0
Total (Acquisition of Site)	<u>\$0</u>

2 Plans (Total may not exceed 13% of construction)

A. Architects' fee for Preliminary Plans	\$297,332
B. Architects' fee for Working Drawings	\$382,284
C. Project Management	\$106,190
D. Division of the State Architect, plan check fee	\$63,457
E. Community College, plan check fee	\$30,370
F. Preliminary tests (CEQA, Survey, Soils, Geological Hazard, Fire Tech & AOJ Consultant, energy consultant)	\$100,000
G. Other costs (Legal advertising, Printing, Consultant, energy consultant)	\$50,000
	<u>\$1,030,000</u>

Total (Plans) **CCI Index 5739**

3 Construction

A. Utility Service	\$100,000	
B. Site Development Service	\$300,000	
C. Site Development, General (Parking paving, lighting, patio, wall & landscaping)	\$1,000,000	
D. Other Site Development (Handicap Bridge)	\$800,000	
E. Reconstruction	\$0	
F. New Construction (Building)(including Group I Equipment)	\$8,285,935	
G. Other Fire Sprinkling at Addition	26,569	sf. @ \$5.00
		<u>\$132,847</u>

Total (Construction Contracts)					\$10,619,000
4 Tests					\$106,000
5 Inspections	16 months	\$9,000			\$144,000
6 Contingency	5%	X	\$10,619,000		\$531,000
7 Construction Management (incl. Prevailing Wage Compliance)	3%	X	\$10,619,000		\$319,000
8 Architectural and Engineering Oversight	8%	X	\$10,619,000		\$170,000
9 Total (Construction Costs) (Items 3 through 8 above)					\$11,889,000
10 Furniture and Group II Equipment					\$462,000
11 Total (Project Cost) (Items 1, 2, 9, and 10)					\$13,381,000

El Index 2724

12 Project Data	Gross SF (GSF)	Assignable SF (ASF)	Ratio % ASF/GS	Unit Cost per GSF	Unit Cost per ASF	FUNDING ANALYSIS		
						Local Funds	Other Funds	State Funds
New Construction	26,569	19,130	0.72	\$311.86	\$433.14	\$0	\$0	\$0
Reconstruction	-	-	N/A	-	-			
Anticipated Time Schedule								
Start Preliminary Plans	8/1/2008	Advertise Bid for Construction				2/1/2010		
Start Working Drawings	12/1/2008	Award Construction Contract				4/1/2010		
Complete Working Drawings	7/1/2009	Advertise Bid for Equipment				11/1/2010		
State Architect (ORS) Final Approval	12/1/2009	Complete Project				6/1/2011		

14.1 - Guideline-Based Group II Equipment Cost Estimate

EI 2724 / CCI 5739

District: Victor Valley

College: Victor Valley College

Locally Funded Non-State Supportable Space

Project: Fire/AOJ Academy

Room Type	Room No.	Subject Name	Area (ASF)		Relocate Program (ASF)	New Space/Programs (ASF)	ASF Cost Per Guidelines *see below	Gross Allowable Cost	Existing Inventory Available in Space/Programs	Total Allowable Cost
			4	5						
1	2	3	4	5	6	7	8	9	10	(8) - (9)
		Housing (Serving College Students, but attached to Fire Station 22)								
		Dorm Rooms, College Cadets	120	0	120	\$24.29	\$2,915	\$0	\$2,915	
910		Unisex Accessible Toilet/Shower	120	0	90	\$24.29	\$2,186	\$0	\$2,186	
919		Unisex Toilet/Shower	100	0	100	\$24.29	\$2,429	\$0	\$2,429	
935		Student Uniform Lockers	2,770	0	2,770	\$24.29	\$67,283	\$0	\$67,283	
		Fire Station 22 Replacement								
N/A		Two Bay Fire Apparatus Garage	45	0	45	\$24.29	\$1,093	\$0	\$1,093	
N/A		Equipment Wash	230	0	230	\$24.29	\$5,587	\$0	\$5,587	
N/A		Lockers (20)	675	0	675	\$24.29	\$16,396	\$0	\$16,396	
N/A		Sleeping Quarters (single occupant)	280	0	280	\$24.29	\$6,801	\$0	\$6,801	
N/A		Group Toilet/Shower	120	0	120	\$24.29	\$2,915	\$0	\$2,915	
N/A		Accessible Toilet/Shower	380	0	380	\$24.29	\$9,230	\$0	\$9,230	
N/A		TV Room	220	0	220	\$24.29	\$5,344	\$0	\$5,344	
N/A		Dining	225	0	225	\$24.29	\$5,465	\$0	\$5,465	
N/A		Kitchen	50	0	50	\$24.29	\$1,215	\$0	\$1,215	
N/A		Pantry/Storage	40	0	40	\$24.29	\$972	\$0	\$972	
N/A		Storage	550	0	550	\$24.29	\$13,360	\$0	\$13,360	
N/A		Exercise Room	150	0	150	\$24.29	\$3,644	\$0	\$3,644	
N/A		Laundry								

14.1 - Guideline-Based Group II Equipment Cost Estimate

El 2724 / CCI 5739

District: Victor Valley
College: Victor Valley College
Project: Fire/AOJ Academy

Room Type	Room No.	Subject Name	Area Program (ASF)		New Space Program (ASF)	ASF Cost Per Guidelines *see below	Gross Allowable Cost (6) x (7)	Existing Inventory Available in Space/Programs	Total Allowable Cost (8) - (9)
			(4)	(5)					
1	2	3	4	5	6	7	8	9	10
		Fire Academy							\$0
210		Two Bay Fire Apparatus Training	2,770	0	2,770	\$24.29	\$67,283	\$0	\$67,283
215		Equipment Wash	45	0	45	\$24.29	\$1,093	\$0	\$1,093
215		Lockers	230	0	230	\$24.29	\$5,587	\$0	\$5,587
210		Emergency Oper. 911 Command Ce	1,000	0	1,000	\$24.29	\$24,290	\$0	\$24,290
215		911 Command Center Prep./Stor.	200	0	200	\$24.29	\$4,858	\$0	\$4,858
210		911 Command Center Console	150	0	150	\$24.29	\$3,644	\$0	\$3,644
210		EMT/Paramedic Training Lab	900	0	900	\$24.29	\$21,861	\$0	\$21,861
210		EMT/Paramedic Training Lab Prep.	200	0	200	\$24.29	\$4,858	\$0	\$4,858
210		Fire Prot. Sys. Lab/Burn Tower	2,000	0	2,000	\$24.29	\$48,580	\$0	\$48,580
215		Burn Tower Prep./Stor.	400	0	400	\$24.29	\$9,716	\$0	\$9,716
210		Haz. Mat. Contamination Lab	1,200	0	1,200	\$24.29	\$29,148	\$0	\$29,148
215		Haz. Mat. Lab Prep./Stor.	300	0	300	\$24.29	\$7,287	\$0	\$7,287
210		Mobile Haz. Mat. Training Lab	240	0	240	\$24.29	\$5,830	\$0	\$5,830
215		Outdoor Equipment Shelter 1/2 area	1,000	0	1,000	\$24.29	\$24,290	\$0	\$24,290
		Administration of Justice Academy							\$36,435
210		AOJ Academy Skills Lab	1,500	0	1,500	\$24.29	\$36,435	\$0	\$36,435
210		AOJ Academy Combat Training Lab	1,500	0	1,500	\$24.29	\$29,148	\$0	\$29,148
210		AOJ Demonstration Lab	1,200	0	1,200	\$24.29	\$2,429	\$0	\$2,429
220		Mock Isolation Cell	100	0	100	\$24.29	\$2,429	\$0	\$2,429
215		AOJ Academy Dummy Storage	100	0	100	\$24.29	\$2,429	\$0	\$2,429
215		AOJ Academy Skills Prep./Stor.	300	0	300	\$24.29	\$7,287	\$0	\$7,287
210		AOJ Forensics Lab	1,100	0	1,100	\$24.29	\$26,719	\$0	\$26,719

215	AOJ Forensics Lab Prep./Stor.	150	0	150	\$24.29	\$3,644	\$0	\$3,644
310	Offices		472	743	\$19.93	\$14,808	\$0	\$14,808
310	Faculty Offices	1,215	0	110	\$19.93	\$2,192	\$0	\$2,192
310	Fire Academy Director	110	0	110	\$19.93	\$2,192	\$0	\$2,192
310	AOJ Academy Director	160	0	160	\$19.93	\$3,189	\$0	\$3,189
310	Clerical/Reception Office	200	0	200	\$19.93	\$3,986	\$0	\$3,986
315	Work Room							
680	Meeting Room			500	\$20.66	\$10,330	\$0	\$10,330
	Meeting Room-Community Policing Department Total							
530	Audio Visual Services & Support			100	\$88.97	\$8,897	\$0	\$8,897
535	AV Control	150	0	150	\$88.97	\$13,346	\$0	\$13,346
	AV Equipment Storage/Server Department Total							
	Composite Total	19,130	472	18,658		\$461,790	\$0	\$461,790
								\$462,000

Total Project Requirement

* High cost equipment that exceeds guideline costs must be separately justified in writing.

Prepared By: James Spencer, AIA Date: July 1, 2006

1.1 Initial Project Proposal (IPP)

District:	<u>Victor Valley</u>			Check All That Apply	
College/Center:	<u>Victor Valley College</u>			Site Acquisition	<input type="checkbox"/>
Project Name:	<u>Health Professions Building (version 3, 5/20/06)</u>			New Construction	<input checked="" type="checkbox"/>
Acquisition	\$0	Budget Year	<u>2009-10</u>	Reconstruction	<input type="checkbox"/>
Preliminary Plans	\$551,000	Constr.Cost Index (BCCI)	<u>5739</u>	Replacement	<input type="checkbox"/>
Working Drawings	\$580,000	5-Yr. Plan Priority	<u>4</u>	Infrastructure	<input type="checkbox"/>
Construction	\$13,294,000	Net ASF	<u>22,805</u>	Equipment Only	<input type="checkbox"/>
Equipment	\$712,000	Total GSF	<u>36,782</u>	Study	<input type="checkbox"/>
Total Cost	\$15,137,000			Other	<input type="checkbox"/>

PROJECT DESCRIPTION (Including total and growth WSCH):

This project constructs a new integrated Health Professions Building. It replaces the extremely overcrowded Allied Health/Nursing Building #32 and frees it to be converted to other uses, principally classrooms and offices. It also eliminates two portable buildings (#321). The new building will contain state-of-the-art health training facilities to meet a growing need for training in the High Desert region. The population growth in this region of San Bernardino County is also one of the fastest in the state, outstripping the capabilities of local hospitals to handle the growth. Also, an entire generation of nurses and other health care professionals is projected to retire within the next 5-10 years, necessitating an expanded training program. The facility will train nurses and technicians for careers and in-service training in Registered Nursing, Plebotomy, Radiation, Surgery, Obstetrics, Pharmacy, Respiratory Therapy, and Emergency Medical Services.

Describe how this project supports the district's/college's educational and facility Master Plan and Five-Year Construction Plan.

Victor Valley Colleges ongoing 2006 Educational and Facilities Master Plan has placed strong emphasis on outreach to local businesses and agencies. Many of the High Desert Region population must commute up to 100 miles each way to jobs in the LA Basin and Inland Empire. This project will train for local jobs and professions and will serve the High Desert Region's rapid population growth with health and emergency medical services. The project also completes a long term master plan goal of expanding the health professions facilities with one that remains near the present science building, one of its primary feeders.

Provide CEQA status of the project. Check all that apply.

	Project Under Review	Hearings Underway	Approved District/Filed Clearinghouse	Not Required
Notice of Exemption	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Initial Study	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Negative Declaration	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Draft EIR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Final EIR	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
District Contact:	Stephen Garcia <u>Dir. of Facilities Construction and Contract</u>		Phone #:	<u>(760) 245 4270 X2250</u>
Date:	<u>7/1/2006</u>		FAX #:	<u>(760) 243 2781</u>
Prepared by:	<u>James G. Spencer, AIA</u>		E Mail Add:	<u>garcias@vvc.edu</u>

The District approves and verifies that this proposal presents the basic scope and cost of the project.

Approved by:

Bruce Baron, VP Admin. Services
Name / Title

Signature / Date

Initial Project Proposal (IPP)

TYPE OF PROJECT AND QUALIFYING INFORMATION

Please answer all questions. Unanswered questions will be considered not applicable

Yes	No	N/A
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		X
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X		
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		X
--	--	---

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		X
--	--	---

Life Safety Project

Required supporting report is attached to establish imminent danger.

Project Design

Construction and equipment designs conform with State design and cost guidelines.

Infrastructure

Loss or failure of infrastructure is imminent.

Other funding sources have been considered (i.e. Sch.Maint., Haz. Sub., other)

Master Planning or Project Planning

District's general fund's unrestricted ending balance is less than 5% of total general fund expenditures (refer to the CCFS 311).

Project Type

- Instructional Space
- Academic Support, Student Service or Administrative Space
- Other Facility Projects, specifically
 - child development
 - cafeteria, and/or
 - physical education
 - maintenance
 - other facilities to complete a balanced campus.
 - performing arts
 - warehouse

Capacity/Load Ratio Analysis: Refer to District's Five-Year Construction Plan

Primary ASF

Classroom

Teaching Labs

Library/Learning Resources

AVTV

Office

		X
--	--	---

If the capacity/load ratio of any existing space is greater than 110%, this project considered remodeling existing space for efficiency.

		X
--	--	---

This project will cause ASF in at least one space category to exceed 110% of capacity/load ratio as confirmed by calculations in the Five-Year Construction Plan.

Supplemental Information and Alternatives Explored

There is an existing facility building in use for proposed project.

Cost to reconstruct existing building is more than 50% of cost of a new building.

Usage in new building will be the same as usage in the building replaced.

Replaced building will be demolished and costs are included in the project.

Regional or joint use project with: other college(s), agency, private developer.

Scheduling alternatives in existing facilities (Saturdays, year-round, etc.).

Alternative instructional delivery systems, distance learning, other such means.

District or private funding sources.

Other: _____

Total construction period in number of months is

20

Additional Forms/Pages Enclosed

X		
---	--	--

District Five-Year Construction Plan or project-related pages from said document (required).

		X
--	--	---

Critical life-safety third party justification (optional)

X		
---	--	--

Engineering tests or other related documents (optional)

X		
---	--	--

JCAF 32, Cost Estimate Summary and Anticipated Time Schedule (optional)

X		
---	--	--

Other FPP Forms

JCAF 31, 32, 33

Facilities Planning and Utilization

5.1 Cost Estimate Summary and Anticipated Time Schedule (JCAF 32)

Fiscal Year of Proposal: **2008-9** With Estimator's First Take-off Numbers July 1, 2006

Prepared By: James Spencer, AIA Date Prepared: **5739**

District: Victor Valley CFIS #: _____

College: Victor Valley College Budget Ref. #: _____

Project: Health Professions Building (version 3, 5/20/ Orig. CCI Index: _____)

Request for: A_P_X_W_X_C_X_E_X_Acres: 0

1 Site Acquisition

A. Purchase price of property	\$0
B. Appraisals	\$0
C. Costs incurred in escrow	\$0
D. Surveys	\$0
E. Relocation Costs	\$0
F. Other Costs	\$0
Total (Acquisition of Site)	\$0

2 Plans (Total may not exceed 13% of construction)

A. Architects' fee for Preliminary Plans	\$331,968
B. Architects' fee for Working Drawings	\$426,816
C. Project Management	\$118,560
D. Division of the State Architect, plan check fee	\$69,766
E. Community College, plan check fee	\$33,908
F. Preliminary tests (CEQA, Survey, Soils & Geological Hazard, Health & Energy Consult)	\$100,000
G. Other costs (Legal advertising, Printing for Bidding)	\$50,000
Total (Plans)	\$1,131,000

3 Construction

A. Utility Service	\$750,000
B. Site Development Service	\$500,000
C. Site Development, General (Parking paving, lighting, patio, wall & landscaping)	\$500,000
D. Other Site Development	\$100,000
E. Reconstruction	\$0
F. New Construction (Building)(including Group I Equipment)	\$9,822,270
G. Other Fire Sprinkling	\$183,911
Total (Construction Contracts)	\$11,856,000

CCI Index 5739

36,782 sf @ \$5.00

4 Tests	20 months	\$9,000		\$119,000
5 Inspections			x \$11,856,000	\$180,000
6 Contingency	5%		x \$11,856,000	\$593,000
7 Construction Management (incl. prevailing wage compliance)	3%		x \$11,856,000	\$356,000
8 Architectural and Engineering Oversight	8%	x	20% \$11,856,000	\$190,000
9 Total (Construction Costs) (Items 3 through 8 above)				\$13,294,000
10 Furniture and Group II Equipment				\$712,000
11 Total (Project Cost) (Items 1, 2, 9, and 10)			EI Index 2724	\$15,137,000

12 Project Data	Gross SF (GSF)	Assignable SF (ASF)	Ratio % ASF/GS	Unit Cost		FUNDING ANALYSIS	
				per GSF	per ASF	Local Funds	Other Funds
New Construction	36,782	22,805	0.62	\$267.04	\$430.71		\$0
Reconstruction	-	-	N/A	-	-	State Funds	\$0
Anticipated Time Schedule							
Start Preliminary Plans	8/1/2008			Advertise Bid for Construction			3/1/2010
Start Working Drawings	12/1/2008			Award Construction Contract			5/1/2010
Complete Working Drawings	8/1/2009			Advertise Bid for Equipment			2/1/2011
State Architect (ORS) Final Approval	1/1/2010			Complete Project			10/1/2012



New Construction
Reconstruction

4.1 Analysis of Building Space Use and WSCH (JCAF31) 2009-10

District Victor Valley College: Victor Valley College
 Project Health Professions Building (version 3, 5/20/06)

AREA TAKE-OFF FROM PRELIMINARY PLANS												
Subject Field and Type of Space						Item Total ASF	Dept. Total ASF	Guideline \$/ASF	Cost	Room WSCH	Dept. WSCH	
TOP No.	No. Rms	No. Sta.	Department and Rooms	Type	Size							
1200			Nursing & Health Related Technicians									
1213	1	40	Phlebotomy Fundamentals Lab	210	1,200	1,200		\$434	\$520,800	561		
1213	1	0	Phlebotomy Lab Prep.	215	320	320		\$434	\$138,880	150		
1225	1	25	Radiation Tech. Fundamentals Lab	210	1,000	1,000		\$434	\$434,000	467		
1225	1	1	X-Ray Room	225	200	200		\$434	\$86,800	93		
1225	1	1	Radiation Technician Lab Prep.	215	125	125		\$434	\$54,250	58		
1210	1	40	Respiratory Therapy Fundamentals	210	1,400	1,400		\$434	\$607,600	654		
1201	1	0	Respiratory Therapy Tech. Lab Prep	215	200	200		\$434	\$86,800	93		
1205	2	30	RN Fundamentals Lab	210	1,200	2,400		\$434	\$1,041,600	1,121		
1205	2	0	RN Lab Prep.	215	300	600		\$434	\$260,400	280		
1203	1	2	Mock Nursing Station	225	200	200		\$434	\$86,800	93		
1203	1	2	Mock Hospital Room & Toilet	225	400	400		\$434	\$173,600	187		
1223	1	30	Medical Info.Sys.Fundamentals Lab	210	900	900		\$434	\$390,600	421		
1223	1	0	Medical Info. Systems Lab Prep.	215	150	150		\$434	\$65,100	70		
1217	1	12	Surgical Tech. Break-out Lab	210	480	480		\$434	\$208,320	224		
1217	1	0	Surgery Tech. Lab Prep.	215	120	120		\$434	\$52,080	56		
1299	1	12	Obstetrics Tech. Break-out Lab	210	215	215		\$434	\$93,310	100		
1200	1	0	Obstetrics Tech. Lab Prep.	215	120	120		\$434	\$52,080	56		
1221	1	15	Pharmacy Tech. Break-out Lab	210	525	525		\$434	\$227,850	245		
1221	1	0	Pharmacy Tech. Lab Prep.	215	150	150		\$434	\$65,100	70		
1207	1	10	ICU Tech Break-out Lab	210	400	400		\$434	\$173,600	187		
1203	1	15	Clinical Group Break-out Lab	210	450	450		\$434	\$195,300	210		
1206	1	15	Certified Nursing Ass't Break-out La	210	525	525		\$434	\$227,850	245		
1201	1	0	Hospital Bed Storage	215	150	150		\$434	\$65,100	70		
1201	1	0	Medical Supplies	225	300	300		\$434	\$130,200	140		
1201	1	0	Secure Drug Storage	225	100	100		\$434	\$43,400	47		
1201	1	80	Health Profession Demonstration La	210	1,600	1,600		\$434	\$694,400	748		
1201	1	1	Health Prof. Demonstration Stage	225	400	400		\$434	\$173,600	187		
1201	1	0	Health Prof. Demonstation Prep.	215	175	175		\$434	\$75,950	82		
			<i>Department Total</i>					14,805				6,918
1200			Emergency Medical Services									
1250	1	30	Emergency Medical Tech. Lab	210	1,050	1,050		\$434	\$455,700	491		
1250	1	0	Emergency Medical Tech. Lab Prep	215	150	150		\$434	\$65,100	70		
1299	1	30	Paramedic Lab	210	1,050	1,050		\$434	\$455,700	491		
1299	1	0	Paramedic Lab Prep.	215	150	150		\$434	\$65,100	70		
1299	1	0	Dummy Storage	215	100	100		\$434	\$43,400	47		

1/5

			Department Total			2,500			1,168
1200			Independent Learning				\$434	\$651,000	701
1201	1	50	Tutorial/Testing Lab	250	1,500	1,500	\$434	\$65,100	70
1201	1	1	Tutorial Lab Technician	255	150	150	\$434	\$21,700	23
1201	1	0	Test Storage	255	50	50	\$434	\$108,500	117
1201	1	10	Tutor Training	255	250	250	\$434	\$43,400	47
1201	1	0	File Servers	255	100	100			
			<i>Department Total</i>				2,050		958
0099			Offices				\$386	\$416,880	0
1200	12	1	F.T. Nursing Faculty	310	90	1,080	\$386	\$138,960	0
1200	4	1	F.T. Allied Health Faculty	310	90	360	\$386	\$42,460	0
1200	1	1	Nursing Director	310	110	110	\$386	\$138,960	0
1200	4	1	F.T. EMS Faculty	310	90	360	\$386	\$69,480	0
1200	1	4	Adjunct Faculty Work Room	310	180	180	\$386	\$61,760	0
1200	1	2	Clerical/Reception Office	310	160	160	\$386	\$77,200	0
1200	1	0	Work Room	315	200	200			0
			<i>Department Total</i>				2,450		0
6800			Meeting Room				\$364	\$182,000	0
6130	1	20	Meeting Room	680	500	500			0
			<i>Department Total</i>				500		0
			Audio Visual Services & Support				\$589	\$117,800	0
6130	1	1	AV Control	530	200	200	\$589	\$176,700	0
6130	1	1	AV Equipment Storage	535	300	300			0
			<i>Department Total</i>				500		0
TOTAL BUILDING						ASF/WSCH	22,805	\$9,822,270	9,044
						OGSF	36,782		

Secondary Effects
Temporary Buildings to be removed at completion of project

AREA TAKE-OFF FROM SPACE INVENTORY											
Subject Field and Type of Space						Item Total ASF	Dept. Total ASF	Guideline \$/ASF	Cost	Room WSCH	Dept. WSCH
TOP No.	No. Rms	No. Sta.	Department and Rooms	Type	Size						
AP-1											
0099	1	40	AP-1 Classroom	110	922	922				0	
AP-2											
1203	1	1	AP-2, A Nursing Office	310	99	99				0	
1203	1	1	AP-2, B Nursing Office	310	99	99				0	
1203	1	1	AP-2, C Nursing Office	310	99	99				0	
1203	1	1	AP-2, D Nursing Office	310	99	99				0	
1203	1	1	AP-2, E Nursing Office	310	99	99				0	
1203	1	0	AP-2, H Nursing Office Service	315	65	65				0	

			AP-3								
2200	1	1	AP-3, A Social Sciences Office	310	99	99			0		
2200	1	1	AP-3, B Social Sciences Office	310	99	99			0		
2200	1	1	AP-3, C Social Sciences Office	310	99	99			0		
2200	1	1	AP-3, D Social Sciences Office	310	99	99			0		
2200	1	1	AP-3, E Social Sciences Office	310	99	99			0		
2200	1	1	AP-3, F Social Sciences Office	310	99	99			0		
2200	1	0	AP-3, H Social Sciences Office	315	65	65			0		
			HC-6, 7, 8, 9, 11, 12, 13, 14, 16, 17, 22 Classroom Portables								
0099	1	30	HC-6	110	932	932			2,172		
0099	1	30	HC-7	110	909	909			2,119		
0099	1	30	HC-8	110	910	910			2,121		
0099	1	30	HC-8	110	909	909			2,119		
0099	1	30	HC-9	110	909	909			2,119		
0099	1	30	HC-11	110	909	909			2,119		
0099	1	30	HC-12	110	909	909			2,119		
0099	1	30	HC-13	110	160	160			373		
0099	1	30	HC-14	110	930	930			2,168		
0099	1	30	HC-16	110	915	915			2,133		
0099	1	30	HC-17	110	915	915			2,133		
0099	1	30	HC-22								
			HC-1 Office Portable								
0099	1	1	HC-1A	310	94	94			0		
0099	1	1	HC-1B	310	94	94			0		
0099	1	1	HC-1C	310	94	94			0		
0099	1	0	HC-1D	715	225	225			0		
0099	1	1	HC-1E	310	94	94			0		
0099	1	1	HC-1F	310	94	94			0		
			HC-2 Office Portable								
0099	1	1	HC-2A	310	94	94			0		
0099	1	1	HC-2B	310	94	94			0		
0099	1	0	HC-2C	315	80	80			0		
0099	1	1	HC-2D	310	94	94			0		
0099	1	1	HC-2F	310	130	130			0		
			HC-5, 10, 19, 23 Tutorial Portables								
0099	1		HC-5	410	801	801			0		
0099	1		HC-10	410	909	909			0		
0099	1		HC-19	410	458	458			0		
0099	1		HC-19A	315	133	133			0		
0099	1		HC-19B	310	101	101			0		
0099	1		HC-23	410	1,857	1,857			0		
						16,894				0	
TOTAL BUILDING						16,894			\$0	21,695	0
						ASF/WSCH					
						OGSF					

Allied Health/Nursing Building #32 taken off line and remodeled at completion of project

AREA TAKE-OFF FROM SPACE INVENTORY												
Subject Field and Type of Space						Item	Dept.	Guideline	Cost	Room	Dept.	
TOP	No.	No.	Department and Rooms	Type	Size	Total	Total					\$/ASF
No.	Rms	Sta.					ASF	ASF				
0099	1	45	AH-1 Classroom	110	853	853				1,988		
1201	1	45	AH-2 Class Lab	210	858	858				401		
1201	1	0	AH-3 Demonstration	550	1,257	1,257				0		
1203	1	0	AH-4 Class Lab Service	215	277	277				129		
0099	1	45	AH-5 Classroom	110	861	861				1,988		
0099	1	40	AH-6 Classroom	110	730	730				1,988		
1201	1	0	AH-6, A Office Service	315	30	30				0		
1201	1	1	AH-6, B Office	310	84	84				0		
1201	1	1	AH-6, C Office	310	83	83				0		
1201	1	1	AH-6, D Office	310	84	84				0		
1201	1	1	AH-6, E Office	310	86	86				0		
1201	1	8	AH-6, F Meeting Room	680	160	160				0		
1201	1	1	AH-6, G Office	310	86	86				0		
1201	1	0	AH-6, H Meeting Room Service	685	97	97				0		
1201	1	0	AH-8 Class Lab Service	215	251	251				117		
1201	1	0	AH-11 Demonstration	550	527	527				0		
0099	1	62	AH-12 Classroom	110	1,153	1,153				1,988		
1201	1	2	AH-14 Office	310	188	188				0		
							7,665				8,601	
TOTAL BUILDING							ASF/WSCH	7,665			\$0	8,601
							OGSF	10,064				

14.1 - Guideline-Based Group II Equipment Cost Estimate

EI 2724 / CCI 5739

District: Victor Valley

College: Victor Valley College

Project: Health Professions Building (Version 3, 5/20/06)

Room Type	Room No.	Subject Name	Area (ASF)	Relocated Programs	New Space/ Programs	ASF Cost Per Guidelines	Gross Allowable Cost	Existing Inventory	Total Allowable Cost
				(ASF)	(ASF)			Useable in New Space/Programs	
			4	5	6	7	8	9	10
Nursing & Health Related Technicians									
210	2	Nursing & Health Related Technicians	1,200	0	1,200	\$40.19	\$48,228	\$0	\$48,228
215		Phlebotomy Fundamentals Lab	320	0	320	\$40.19	\$12,861	\$0	\$12,861
210		Phlebotomy Lab Prep.	1,000	0	1,000	\$40.19	\$40,190	\$0	\$40,190
225		Radiation Tech. Fundamentals Lab	200	0	200	\$40.19	\$8,038	\$0	\$8,038
215		X-Ray Room	125	0	125	\$40.19	\$5,024	\$0	\$5,024
210		Radiation Technician Lab Prep.	1,400	0	1,400	\$40.19	\$56,266	\$0	\$56,266
215		Respiratory Therapy Fundamentals	1,400	0	1,400	\$40.19	\$8,038	\$0	\$8,038
215		Respiratory Therapy Tech. Lab Prep	200	0	200	\$40.19	\$61,973	\$0	\$61,973
210		RN Fundamentals Lab	2,400	858	1,542	\$40.19	\$61,973	\$0	\$61,973
215		RN Lab Prep.	600	277	323	\$40.19	\$12,981	\$0	\$12,981
225		Mock Nursing Station	200	0	200	\$40.19	\$8,038	\$0	\$8,038
225		Mock Hospital Room & Toilet	400	0	400	\$40.19	\$16,076	\$0	\$16,076
210		Medical Info. Sys. Fundamentals Lab	900	0	900	\$40.19	\$36,171	\$0	\$36,171
215		Medical Info. Systems Lab Prep.	150	0	150	\$40.19	\$6,029	\$0	\$6,029
210		Surgical Tech. Break-out Lab	480	0	480	\$40.19	\$19,291	\$0	\$19,291
215		Surgery Tech. Lab Prep.	120	0	120	\$40.19	\$4,823	\$0	\$4,823
210		Obstetrics Tech. Break-out Lab	215	0	215	\$40.19	\$8,641	\$0	\$8,641
215		Obstetrics Tech. Lab Prep.	120	0	120	\$40.19	\$4,823	\$0	\$4,823
210		Pharmacy Tech. Break-out Lab	525	0	525	\$40.19	\$21,100	\$0	\$21,100
215		Pharmacy Tech. Lab Prep.	150	0	150	\$40.19	\$6,029	\$0	\$6,029
210		ICU Tech Break-out Lab	400	0	400	\$40.19	\$16,076	\$0	\$16,076
210		Clinical Group Break-out Lab	450	0	450	\$40.19	\$18,086	\$0	\$18,086
210		Certified Nursing Ass't Break-out Lab	525	0	525	\$40.19	\$21,100	\$0	\$21,100
215		Hospital Bed Storage	150	0	150	\$40.19	\$6,029	\$0	\$6,029

430

225	Medical Supplies	300	0	300	\$40.19	\$12,057	\$0	\$12,057	
225	Secure Drug Storage	100	0	100	\$40.19	\$4,019	\$0	\$4,019	
210	Health Profession Demonstration La	1,600	0	1,600	\$40.19	\$64,304	\$0	\$64,304	
225	Health Prof. Demonstration Stage	400	0	400	\$40.19	\$16,076	\$0	\$16,076	
215	Health Prof. Demonstration Prep.	175	0	175	\$40.19	\$7,033	\$0	\$7,033	
Emergency Medical Services									
210	Emergency Medical Tech. Lab	1,050	0	1,050	\$40.19	\$42,200	\$0	\$42,200	
215	Emergency Medical Tech. Lab Prep	150	0	150	\$40.19	\$6,029	\$0	\$6,029	
210	Paramedic Lab	1,050	0	1,050	\$40.19	\$42,200	\$0	\$42,200	
215	Paramedic Lab Prep.	150	0	150	\$40.19	\$6,029	\$0	\$6,029	
215	Dummy Storage	100	0	100	\$40.19	\$4,019	\$0	\$4,019	
Independent Learning									
250	Tutorial/Testing Lab	1,500	1,784	-284	\$40.19	(\$11,414)	\$0	(\$11,414)	
255	Tutorial Lab Technician	150	251	-101	\$40.19	(\$4,059)	\$0	(\$4,059)	
255	Test Storage	50	0	50	\$40.19	\$2,010	\$0	\$2,010	
255	Tutor Training	250	0	250	\$40.19	\$10,048	\$0	\$10,048	
255	File Servers	100	0	100	\$40.19	\$4,019	\$0	\$4,019	
Offices									
310	F.T. Nursing Faculty	1,080	611	469	\$19.93	\$9,347	\$0	\$9,347	
310	F.T. Allied Health Faculty	360	1,089	-729	\$19.93	(\$14,529)	\$0	(\$14,529)	
310	Nursing Director	110	0	110	\$19.93	\$2,192	\$0	\$2,192	
310	F.T. EMS Faculty	360	0	360	\$19.93	\$7,175	\$0	\$7,175	
310	Adjunct Faculty Work Room	180	130	50	\$19.93	\$997	\$0	\$997	
310	Clerical/Reception Office	160	0	160	\$19.93	\$3,189	\$0	\$3,189	
315	Work Room	200	30	170	\$19.93	\$3,388	\$0	\$3,388	
Meeting Room									
680	Meeting Room	500	257	243	\$20.66	\$5,020	\$0	\$5,020	
Audio Visual Services & Support									
530	AV Control	200	0	200	\$88.97	\$17,794	\$0	\$17,794	
535	AV Equipment Storage	300	0	300	\$88.97	\$26,691	\$0	\$26,691	

Composite Total	22,805	5,287	17,518	\$711,739	\$0	\$711,739
						<u>\$712,000</u>

Total Project Requirement

* High cost equipment that exceeds guideline costs must be separately justified in writing.

Prepared By: James Spencer, AIA

Date: July 1, 2006

JUNE 27, 2006

HUMAN RESOURCES

TOPIC: AGREEMENT, NORMAN A. TRAUB ASSOCIATES

TO THE SUPERINTENDENT/PRESIDENT:

The district wishes to enter into an 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 in the amount of \$20,000 under the terms of the agreement attached.

Fiscal impact: Fund 01 budgeted item, not to exceed \$20,000

RECOMMENDATION:

It is recommended the Board of Trustees approve the agreement with Norman A. Traub Associates not to exceed \$20,000 as listed.

REFERENCE FOR AGENDA: YES

Signed: W. SEHRKOT
Director, Human Resources

TRANSMITTED TO THE BOARD WITH A FAVORABLE RECOMMENDATION:

Signed: P. Spencer
Superintendent/President

ACTION TAKEN BY THE BOARD:

MOTION _____

SECOND _____

INFORMATION ONLY _____

Ayes ____ Noes ____

AGREEMENT FOR PROFESSIONAL SERVICES

VICTOR VALLEY COLLEGE (hereinafter referred to as COLLEGE and NORMAN A. TRAUB ASSOCIATES (hereinafter referred to as CONSULTANT) in consideration of the mutual promises made herein, agree as follows:

Scope of Employment of Consultant

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

Term

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

Reporting

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

Compensation

5. COLLEGE shall compensate CONSULTANT at an hourly rate of \$130.00, plus expenses. Compensation for testimony before the COLLEGE'S Board of Trustees, Executive Committee, Personnel Board, Workers Compensation Appeals Board, depositions, and court appearances shall be at an hourly rate of \$250.00 with a minimum of four hours plus expenses.

Payment

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

Performance by Consultant

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

Assignment

8. An associate of the CONSULTANT may be assigned to provide the requested services upon approval of the COLLEGE.

Conflict of Interest

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

Termination

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

Notice

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

Employee Status

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

Consultant's Indemnity

13. Each party shall indemnify, defend and hold harmless the other party for any liability (which shall include being named a defendant in a legal proceeding or other legal action) that may arise from any negligent act, omission or willful misconduct during the course of performance pursuant to this agreement.

Media Relations

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

Entire Agreement

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

Effect of Waiver

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

Partial Invalidity

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

Authority to Contract

18. This agreement is made by the Board of Trustees on behalf of the COLLEGE.

Law Governing Agreement

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

Executed on _____ at Victorville, California

VICTOR VALLEY COLLEGE

By: _____

NORMAN A. TRAUB ASSOCIATES

By: Norman A. Traub
Norman A. Traub
Owner/Operator

HUMAN RESOURCES

JUNE 27, 2006

TOPIC: AGREEMENT—HAY GROUP

TO THE BOARD OF TRUSTEES:

The district wishes to use the Hay Group to update classified job descriptions. The work is to be accomplished between June 15 and July 21, 2006, and the cost will not exceed \$20,000, plus expenses.

Fiscal Impact: Budgeted \$20,000

RECOMMENDATION:

It is recommended that the board approve the agreement with the Hay Group to develop updated classified job descriptions at a cost not to exceed \$20,000, plus expenses.

REFERENCE FOR AGENDA: YES

Signed W. SASHKOT
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 _____



June 7, 2006

Dr. William Schmidt
Director, Human Resources
Victor Valley Community College District
18422 Bear Valley Road
Victorville, CA 92392-5849

Hay Group, Inc.
Suite 250
101 Ygnacio Valley Road
Walnut Creek, CA 94596-4064
USA

tel +1.925.279.3700
fax +1.925.279.3777

www.haygroup.com

Dear Dr. Schmidt:

Thank you and thank Cathy for your time discussing Victor Valley Community College District's ("VVCCD") Job Description project. Confirming our tele phone conversation, this proposal letter outlines how Hay Group can assist VVCCD in finalizing its job description documentation for the Classified population.

Background and Deliverables

VVCCD has implemented its new classification plan. To complete the project, finalized job description documentation is required. The final document will reflect the current representative duties of the job as described by the Position Description Questionnaire (as completed by the incumbent).

Hay Group will use the existing Position Description Questionnaires (PDQs) to create individual Job Description documents for each of the Classified positions at VVCCD (estimated at 80 jobs; you are preparing a final list). We will also review the Request for Review (or *Appeals*) files and incorporate any approved content-based changes for those positions into the Job Description document. Our final drafts will follow these "best practices" for job descriptions:

- All descriptions should be in a consistent format.
- The document should describe the "representative duties" of the role, not be a recitation of the specific tasks the job completes. As we discussed, a common heading for this section is, "Examples of Duties."
- They should indicate the relative "size" of the job, for example, "...the Administrative Assistant I is differentiated from the Administrative Assistant II in that..." This helps staff (and job evaluation committees) understand how the job fits into the organization.
- They should include any ADA required information.

Dr. William Schmidt
Victor Valley Community College District

Worksteps

Data Gathering. VVCCD will provide all existing PDQ documents for the study jobs. For multiple-incumbent jobs, please provide only five incumbent-written PDQs from that job. VVCCD will also provide all documentation from any Request for Review (*appeals*) instances (whether or not the classification was changed based on the review request).

Analysis and writing. Hay Group will develop and write job description documents that reflect the job content as described in the PDQ and/or Request for Review documentation. A sample is attached to this letter; please review and edit it for format.

Delivery. Hay Group will forward the Job Descriptions to you as they are completed, in groups by class (where available). All descriptions will be sent via email in Word format.

Staffing

This assignment will be led by Ron Keimach, with analytics and Job Description writing by Kameron Durocher.

Timing

We expect to complete the analysis and writing of all 80 descriptions over the course of the next 4-6 weeks. Provided all supporting documents are received by June 15th, our expected date to deliver the last document is July 21st.

Investment

Fees. Consulting fees are our best estimate of the time and level of consultant to deliver quality results for the work as outlined in this proposal. We estimate that professional fees will not exceed \$20,000.

We will invoice VVCCD twice as follows:

- Upon project acceptance, an invoice for 40% of the estimated fees;
- At the end of the assignment, an invoice for the balance of fees and expenses.

Should the scope of our work with you be reduced or expanded, we will discuss this with you in advance and modify the project fees, in writing, accordingly. If at any time you find it necessary to terminate our services, you may do so in writing. You are only obligated to pay fees and expenses incurred or committed up to that point.

4730

Dr. William Schmidt
Victor Valley Community College District

Acceptance. Unless you and Hay Group agree to a different term, this agreement shall begin on the date you and Hay Group sign this agreement, and end on the date the assignment as described in this proposal has been completed. Please indicate your review and acceptance of the above terms by countersigning and returning a copy of this agreement to Hay Group, Inc. at the address (or fax) on the letterhead.

Thank you very much for contacting Hay Group for this important assignment. We value our productive, results-oriented relationships with all of our clients. I will phone you soon to follow-up and answer any questions.

Sincerely,

Agreed to and accepted:



Ron Keimach
Senior Consultant
925.279.3707
rkeimach@haygroup.com

Name

Title

Company

Date

cc: Kamaron Durocher – Hay Group
Neville Kenning – Hay Group

1139

HUMAN RESOURCES

JUNE 27, 2006

TOPIC: AGREEMENT—MADEIRA GROUP INTERNATIONAL

TO THE BOARD OF TRUSTEES:

The district wishes to use Madeira Group International to prepare background investigations for the campus police/public safety officers.

Fiscal Impact: Budgeted \$9000

RECOMMENDATION:

It is recommended that the board approve the agreement with Madeira Group International to provide background investigations for the campus police/public safety officers at a cost not to exceed \$9000.

REFERENCE FOR AGENDA: YES

Signed W. SEIKO
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 _____

PROFESSIONAL SERVICES AGREEMENT FOR MGI INVESTIGATION SERVICES

THIS AGREEMENT is entered into between the Victor Valley Community College District, hereinafter called "VVC" and Wilbur Dixon doing business as Madeira Group International, hereinafter called "Contractor."

WHEREAS, Contractor represents that he is a duly qualified and licensed Private Investigator.

WHEREAS, VVC desires to employ the services of the Contractor to provide investigations for the VVC.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

PART A - SPECIFIC PROVISIONS:

1. SERVICES OF CONTRACTOR:

- a. Investigations: Upon the request of VVC personnel, Contractor will conduct investigations of all types. VVC personnel shall identify the type of investigation to be conducted. Where information is not immediately available, Contractor shall make all reasonable efforts to obtain such information.
- b. Investigation Report: Contractor shall provide a written investigation report.
- c. Performance Standard: Contractor shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally used by a person practicing in Contractor's profession. If VVC determines that any of Contractor's work is not in accordance with such level of competency and standard of care, VVC, in its sole discretion, shall have the right to do any or all of the following: (a) require Contractor to meet with VVC to review the quality of the work and resolve matters of concern; (b) require Contractor to repeat the work at no additional charge until it is satisfactory.
- d. Assigned Personnel: Contractor shall assign only competent personnel to perform work hereunder. In the event that at any time VVC, in its sole discretion, desires the removal of any person or persons assigned by Contractor to perform work hereunder, Contractor shall remove such person or persons immediately upon receiving written notice from VVC.
- e. Flat Rates and Costs for Services: All services and investigations performed by the Contractor and delivered to VVC shall be paid according to Attachment "A".

PART B - GENERAL PROVISIONS:

1. **STATUS OF CONTRACTOR:** The parties intend that Contractor, in performing the services herein specified, shall act as an independent contractor and shall have control of the work and the manner in which it is performed. Contractor is not to be considered an agent or employee of VVC and is not entitled to participate in any pension plans, insurance, bonus, or similar benefits VVC provides its employees.

2. **INDEMNIFICATION:**
 - a. Contractor agrees to accept all responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless and release VVC, its officers, agents, and employees, from and against any and all actions, claims, damages, disabilities, or expenses that may be asserted by any person or entity, including Contractor, arising out of or in connection with the performance of Contractor hereunder, whether or not there is concurrent negligence on the part of the VVC, but excluding liability due to the sole active negligence or sole willful misconduct of the VVC. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor or its agents under workers' compensation acts, disability benefit acts, or other employee benefit acts.

 - b. Contractor shall be liable to VVC for any loss of or damage to VVC property arising from or in connection with Contractor's performance hereunder.

3. **TERMINATION:**
 - a. Termination Without Cause: VVC may terminate this Agreement by giving five (5) calendar days written notice to Contractor. In the event VVC elects to terminate the Agreement without cause, it shall pay Contractor for services satisfactorily rendered to such date.

 - b. Termination For Cause: If Contractor fails to perform any of its obligations hereunder within the time and in the manner required, or otherwise violates any of the terms of this Agreement, then VVC may immediately terminate this Agreement by giving written notice of such termination and stating the reason for such termination. In such event, Contractor shall be entitled to receive payment for all services satisfactorily rendered to such date, less the amount of any damages sustained by VVC resulting from Contractor's breach of the Agreement, if any.

4. **METHOD AND PLACE OF GIVING NOTICE, SUBMITTING BILLS, AND MAKING PAYMENTS:** All notices, bills, and payments shall be made in writing and will accompany the completed product by being placed in side the front cover of the report. Completed investigations, notices, bills, and payments sent by mail shall be addressed as follows:

VVC: Attention: Human Resources
Victor Valley Community College District
18422 Bear Valley Road Ph: (760) 245-4271
Victorville, CA 92395 Fax: (760) 951-7932

CONTRACTOR: MGI / Madeira Group International
Wilbur H. Dixon
Post Office Box 980 Ph: (916) 776-4627
Walnut Grove, CA 95960 Fax: (916) 776-4633

When so addressed, notices, bills, and payments shall be deemed given upon being placed in the United States Mail, postage prepaid. In all other instances, notices, bills, and payments shall be deemed given at the time of actual personal delivery. Changes in the designated recipients or addresses set forth above may be given in writing to the other party.

5. **EXTRA (CHANGED) WORK:** Only the VVC vice president of Human Resources may authorize extra (and/or changed) work. The parties expressly recognize that VVC personnel are without authorization to either order extra (and/or changed) work or waive contract requirements. Failure of the Contractor to secure authorization from the VVC vice president of Human Resources for extra (and/or changed) work shall constitute a waiver of any and all right to adjust the contract price or contract time due to such unauthorized work, and the Contractor thereafter shall be entitled to no compensation whatsoever for the performance of such work. Contractor further expressly waives any and all right or remedy by way of restitution for any and all extra (and/or changed) work performed by Contractor without the express and prior written authorization of the VVC Purchasing Agent.
6. **PROSECUTION OF WORK:** The execution of this Agreement shall constitute Contractor's authority to proceed immediately with the performance of this Agreement. Performance of the services hereunder shall be completed within the time required herein, provided, however, that if the performance is delayed by earthquake, flood, high water, or other Act of God or by strike, lockout, or similar labor disturbances, the time for Contractor's performance of this Agreement shall be extended by a number of days equal to the number of days Contractor has been delayed.
7. **TRANSFER AND OWNERSHIP OF WORK PRODUCT:** Contractor assigns to VVC all intellectual property rights in and to the work product created in connection with the performance of this Agreement in perpetuity, if any. Contractor agrees to take such actions as are necessary to protect the rights assigned to VVC in this Agreement, and to refrain from taking any action that would impair those rights.
8. **CONTRACTOR'S WARRANTIES:** Contractor hereby makes the following representations and warranties.
 - a. **General Warranty and Standard of Care:** VVC has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby warrants that all of Contractor's work will be per-

formed in accordance with generally accepted professional POST practices and standards as well as the requirements of applicable federal, state, and local laws, it being understood that acceptance of Contractor's work by VVC shall not operate as a waiver or release.

- b. Conflict of Interest: Contractor represents that Contractor presently has no interest which would conflict in any manner or degree with the performance of services contemplated by this Agreement. Contractor further represents that in the performance of this Agreement, no person having such interest will be employed or engaged as a subcontractor.
- c. Nondiscrimination: Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, handicap, or other prohibited basis. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated by this reference.

Contractor has reviewed Ordinances prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection. Contractor agrees to comply with the provisions of those Ordinances during the term of this Agreement and any extensions of the term.

- a. Taxes: Contractor agrees to file federal and state tax returns and pay all applicable state and federal taxes on amounts paid pursuant to this Agreement. In the event VVC is audited for compliance regarding any applicable taxes, Contractor agrees to furnish VVC with proof of payment of taxes on those earnings.
9. **DUE PERFORMANCE**: Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may, in writing, demand adequate assurance of due performance and until such written assurance is received, may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding 30 days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance.
10. **NO THIRD-PARTY BENEFICIARIES**: Nothing contained in this Agreement shall be construed to create, and the parties do not intend to create, any rights in or for the benefit of third parties.
11. **NO WAIVER OF BREACH**: The waiver by VVC of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or prom-

ise or any subsequent breach of the same or any other term or promise contained in this Agreement.

12. **ASSIGNMENT/DELEGATION**: Neither party hereto shall assign, sublet, or transfer any interest in this Agreement or any duty hereunder without the written consent of the other party. No assignment or delegation shall be of any force or effect unless and until the necessary written consent has been provided.
13. **MERGER**: This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.
14. **CONSTRUCTION OF AGREEMENT AND VENUE**: This Agreement shall be construed and enforced pursuant to the laws of the State of California. Venue of any action or proceeding regarding this Agreement or performance thereof shall be proper only in the City of Elk Grove or County of Sacramento.
15. **NON-APPROPRIATION AND DEBT LIMITATION CLAUSE**: In the event VVC is unable to obtain funding at the end of each fiscal year for Professional services required during the next fiscal year, VVC shall have the right to terminate this Agreement, without incurring any damages or penalties, and shall not be obligated to continue performance under this Agreement. To the extent any remedy in this Agreement may conflict with Article XVI of the California Constitution or any other debt limitation provision of California law applicable to VVC, Contractor hereby expressly and irrevocably waives its right to such remedy.

BY SIGNING BELOW, THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ AND UNDERSTOOD THE FOREGOING TERMS AND PROVISIONS OF THIS AGREEMENT AND AGREE THERETO.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated.

MGI – Madeira Group International

Victor Valley Community College District

By: _____
Wilbur Dixon, Owner & Manager

By: _____
**Bruce Baron, Vice President
Administrative Services**

Date: _____

Date: _____

Attachment "A"

MGI Background Investigation Flat Rates

Level I – \$495.00

Reduced MGI Pre-Employment Background Investigation for non-public safety positions or as custom designed by the client agency for a specific employment position. (This category was created for abbreviated backgrounding of part-time office personnel, service center volunteers and other non-sworn positions where limited checks are desired).

Level II - \$695.00

Standard MGI Pre-Employment Background Investigation for public safety agencies (Most non-sworn positions and sworn entry level applicants fall into this category).

Level III - \$795.00

Lateral MGI Pre-Employment Background Investigation for sworn applicants requiring additional contacts with a police academy for review of academy records and/or contacts with former and current public safety agencies/employers on an applicant for review of Personnel and Internal Affairs files.

Level IV - \$995.00 + expenses

When the background investigation requires out-of-town or out of state overnight travel, additional costs must obviously be imposed. 'Overnight' travel is defined as travel in which the investigator cannot return home the same day due to the distance involved. (ie: Southern California, out of state, etc). Any overnight investigation is deemed a Level IV investigation, due to the additional travel time involved.

MGI investigators will travel anywhere at the request of the client agency.

The level of background investigation is always determined by the client and can be done so on a case-by-case basis.

Expenses include airline fare, airport parking fees, vehicle rental and/or personal vehicle mileage (at 42 cents/mile), motel lodging and \$42.00 per day (or portion thereof) per-diem.

Overnight or out-of-state investigations always require the prior approval of the client.

Note: Victor Valley College Community District Level I - III backgrounds will be conducted via the telephone unless the Contractor is otherwise instructed by VVC and expenses are paid.

HUMAN RESOURCES

JUNE 27, 2006

TOPIC: AGREEMENT, JOSEPH M. HO, M.D., INC.

TO THE SUPERINTENDENT/PRESIDENT:

The district desires to enter into an agreement with Joseph M. Ho, M.D., Inc., 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 Joseph M. Ho, M.D., Inc., to provide medical services from July 1, 2006, through June 30, 2007, as listed.

REFERENCE FOR AGENDA: YES

Signed: W. SCHIRACI
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 COLLEGE MEDICAL SERVICES

2006-2007

This Agreement is between the Victor Valley Community College District of Victorville, California, hereinafter known as the "District," and Joseph M. Ho, M.D., Inc., 14355 Hesperia Road, Suite 116, Victorville, CA 92395, 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 14th day of June, 2006.

FOR THE DISTRICT:

FOR THE PHYSICIAN:

Name

Name

Joseph M. Ho,
MD INC.

Title

Title

President

Date

Date

06-14-06

4/43

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 - \$110

*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 - \$210

*If problem exists, then Lumbar spine X-ray
(at additional charge not to exceed \$75).

ADDITIONAL SERVICES

TB Tine Testing Only

Total Charge: \$15

Hepatitis B Vaccinations

Total charge: \$70

DMV Physicals

Total charge: \$50

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 your paperwork for employment.

MEDICAL PROVIDER
Joseph M. Ho, M.D., Inc.

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.

JUNE 27, 2006

HUMAN RESOURCES

TOPIC: CLASSIFIED REASSIGNMENT

TO: THE BOARD OF TRUSTEES

The full-time payroll technician position was vacated with the recent resignation of the incumbent. Therefore, the district wishes to reassign Carol Hill to the 100% position and recruit the 50% position she currently holds.

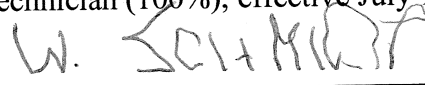
Fiscal Impact: Budgeted Item

RECOMMENDATION:

It is recommended that the board approve the reassignment of Carol Hill from the position of payroll technician (50%) to payroll technician (100%), effective July 1, 2006.

REFERENCE FOR AGENDA: NO

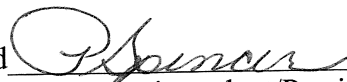
Signed



Director of Human Resources

TRANSMITTED TO THE BOARD WITH A FAVORABLE RECOMMENDATION.

Signed



Superintendent/President

ACTION TAKEN BY THE BOARD:

MOTION _____

SECOND _____

Ayes ___ Noes ___

INFORMATION ONLY _____

JUNE 27, 2006

HUMAN RESOURCES

TOPIC: CLASSIFIED LEAVE OF ABSENCE

TO THE BOARD OF TRUSTEES:

Laura Katnic, office assistant in Allied Health, has requested an unpaid leave of absence under Section 12.8, Additional Leave of Absence, of the VVC/CSEA Agreement. This section states, "The District may grant, in addition to the leaves set forth herein above, such additional leaves of absence for such purposes and periods of time as it deems advisable."

Ms. Katnic has requested unpaid leave from approximately July 7, 2006, through September 30, 2006.

Fiscal Impact: Budgeted Item

RECOMMENDATION:

It is recommended that the board consider the request for unpaid leave of absence as listed.

REFERENCE FOR AGENDA: YES

Signed W. SALMON
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 _____

[Handwritten mark]

May 26th, 2006

Board of Trustees
Victor Valley College
18422 Bear Valley Road
Victorville, CA 92395

Received

MAY 26 2006

Victor Valley College
Human Resources

Board Members:

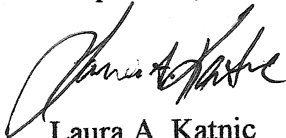
My name is Laura Katnic. I am a Classified Office Assistant and for nearly five years I have been assigned to the Allied Health Office. I am writing to you today to ask that you consider my request to take an unpaid leave of absence from my position in order to deliver my baby.

I am making this request for the following reasons. I am currently seven and a half months pregnant. Due to a history of recent miscarriages I was confined to total bedrest for 16 weeks during the first and second trimesters of my pregnancy. My physician has allowed me to return to work for the last eight weeks and intends to allow me to work until my 36th week of pregnancy (approximately six weeks from now).

Because of the high-risk nature of my pregnancy and the previous losses in the last year I have exhausted all forms of paid leave including my yearly allotment of FMLA and Extended Illness Leave. Unfortunately I do still have to take time away to prepare for, deliver and recover from childbirth, however I am anxious to continue my employment here at Victor Valley College. It is estimated that I would be out up to three months depending on the baby's arrival and my physicians' release.

I would greatly appreciate your consideration of my request for unpaid leave from approximately July 7th thru September 30th, 2006. Thank you for your time.

Respectfully,



Laura A. Katnic
Office Assistant
Allied Health Department
Victor Valley College

cc Patricia Spencer, Ph.D. Superintendent/President
William Schmidt, Director of Human Resources

HUMAN RESOURCES

JUNE 27, 2006

TOPIC: IMPLEMENTATION OF MANAGEMENT CLASSIFICATION AND SALARY STUDY

TO THE BOARD OF TRUSTEES:

It is recommended that the board approve the implementation of the Hay Group-recommended salary placements and the management schedule reflecting job market salaries as established by the Hay Group. The salary schedule and placement for management employees is attached.

Fiscal Impact: Budgeted

RECOMMENDATION:

It is recommended the Board of Trustees approve the Hay Group-recommended salary placements for management and the management salary schedule as listed.

REFERENCE FOR AGENDA: YES

Signed: W. SCHRIAT
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 ____

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT

April 23, 2006

MANAGEMENT HAY MODEL + 2.4% + 2.5% (for 05-06 market changes)- 5% BETWEEN STEPS
 (Hay matched to our step 2 of corresponding range)

HAY LEVEL	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
Corresponding VVC Current Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
13 (18)	(3,742)	3,884 (3,925)	4,077 (4,123)	4,281 (4,329)	4,496 (4,543)	4,720 (4,770)
14 (22)	(4,123)	4,293 (4,329)	4,507 (4,544)	4,732 (4,773)	4,969 (5,012)	5,217 (5,262)
15 (26)	(4,544)	4,660 (4,773)	4,892 (5,012)	5,137 (5,262)	5,395 (5,525)	5,664 (5,803)
16 (29)	(4,891)	5,132 (5,136)	5,388 (5,392)	5,658 (5,668)	5,941 (5,952)	6,238 (6,250)
17 (35)	(5,668)	5,847 (5,952)	6,139 (6,244)	6,445 (6,578)	6,767 (6,906)	7,105 (7,251)
18 (39)	(6,244)	6,560 (6,578)	6,888 (6,897)	7,232 (7,253)	7,594 (7,617)	7,973 (7,997)
19 (43)	(6,897)	7,243 (7,253)	7,604 (7,610)	7,985 (7,997)	8,385 (8,394)	8,722 (8,814)
20 (47)	(7,610)	7,852 (7,997)	8,244 (8,401)	8,656 (8,826)	9,087 (9,266)	9,543 (9,728)
21 (52)	(8,611)	8,859 (9,047)	9,302 (9,505)	9,767 (9,982)	10,255 (10,481)	10,768 (11,005)
22 (57)	(9,742)	10,097 (10,231)	10,603 (10,740)	11,133 (11,277)	11,689 (11,843)	12,273 (12,436)
23		11,504	12,079	12,682	13,317	13,983
24		13,120	13,776	14,465	15,188	15,948

47

MANAGEMENT PLACEMENTS FOR CLASSIFICATION STUDY
 May 24, 2006 , showing effective 07/01/06

NAME	TITLE	CURRENT RANGE/		HAY	STEP/AMOUNT		DIFFERENCE	
		STEP/AMOUNT			LEVEL		Previous Diff	
M. Tortorici	Dept Super/ Exec VP	55E	11,272	22	57-D	11,277	+5	
W. Lewallen	VP, Student Svcs	52F	11,005	21	52-F	11,005	0	<271>
B. Baron	VP, Admin Svcs	52F	11,005	21	52-F	11,005	0	<271>
N. Parisi	Dean, Voc Prgms	45D	8,401	20	47-C	8,401	0	+210
L. Kildal	Dean, Acad Prgms	45D	8,401	20	47-C	8,401	0	+210
J. Rude	Dean, Acad Prgms	45F	9,262	20	47-E	9,266	+4	+230
V. Hindes	Dean, Student Svcs	45D	8,401	20	47-C	8,401	0	+210
J. Booth	Dir, Tech Svcs	39B	6,578	19	43-A	6,897	+310	+310
J. Holmes	Dir, DSPS/ADA Compliance Officer	37F	7,604	19	43-C	7,610	+4	+4
W. Schmidt	Dir, HR	46F	9,492	19	43 F	8,814	<678>	<678>
M. Pringle	Dir, Fiscal Svcs	40E	7,794	18	39-F	7,997	+203	+ 1
P. Green	Dir, Nursing	37F	7,604	18	39-E	7,617	+13	+191
C. Smith	Dir, EOPS/CARE	37F	7,604	18	39-E	7,617	+13	+191
C. Halisky	Dir, MIS	39F	7,997	18	39 F	7,997	0	<202>
J. Thomas	Dir, Campus Police	30F	6,402	18	39-B	6,578	+176	+ 4
S. Garcia	Dir, Fac Const	38E	7,413	18	39-E	7,617	+204	+372
C. Hylton	Dir, M & O	34C	6,097	18	39-A	6,244	+147	0
R. Sewell	Dir, Aux Svcs	35F	7,251	18	39-D	7,253	+2	+162
J. Tashima	Dir, Ath/Ath Trnr	34F	7,062	18	39-D	7,253	+191	+351
S. Groom	Dir, Fin Aid	34C	6,097	18	39-A	6,244	+147	0
W. Pringle	Dir, Student Svcs	34F	7,062	18	39-D	7,253	+191	+351
M. Marble	Dir, A & R	34C	6,097	18	39 A	6,244	+147	0
B. Greulich	Dir, Mkt/PIO	33F	6,887	18	39-C	6,897	+10	+173
P. Seifert	Dir, CDC	27B	4,891	17	35-A	5,668	+777	+640
G. Ryan	Assist Dir, Fin Aid	24C	4,773	15	26-B	4,773	0	+118

NAME	TITLE	CURRENT RANGE/		HAY	STEP/AMOUNT		DIFFERENCE	
		STEP/AMOUNT			LEVEL		Previous Diff	
D. Murphy	Assist Dir, Aux Svs 24B	4,544		15	26-A	4,544	0	n/a
K. Farrand	HR Analyst II	17F 4,656		15	26-B	4,773	+117	+3
A. Wilkin	Athletic Trainer	24F 5,525		15	26-E	5,552	0	+137
L. Willingham	Coord, Adm Svcs	18F 5170		14	22-F	5,262	+92	+121
		(4770 +400 out of class pay)						
A. McCommas	Exec Assistant	22F 5,262		14	22-D	5,262	0	(prev vacant)
M. Sandello	Coord-Student Svcs	20F 5,010		14	22-E	5,012	+2	+126
S. Foster	Coord-Payroll/Bene	22F 5,262		14	22-F	5,262	0	<126>
C. Wilson	HR Analyst I	17F 4,656		14	22-D	4,773	+117	+3
R. Wikstrom	Coord-Curr/Sched	21E 4,891		14	22-E	5,012	+121	0
Vacant	Admin Assist-Pres	18F 4,770		13	18-F	4,770	0	<114>
L. Cera	Admin Assist-HR	18F 4,770		13	18-F	4,770	0	<114>
S. Gonzalez	Admin Assist-Aux	18F 4,770		13	18-F	4,770	0	<114>

Total employees listed: 33
 Total # employees Y-rated: 0 (0%)*
 Total employees on Step 6: 6 (18%)
 Total on Step 6 who will stay same \$: 6
 Total whose placement increased at
 Step 6: 1 (3 %)
 Total whose placement \$ will
 remain same: 13 (39%)*

Total employees who would receive
 Increase due to new placement: 20 (61%)*

Total Cost of placement per month: \$2,993
 (x 12 = \$35,916 annual)

*100%

HUMAN RESOURCES

JUNE 27, 2006

TOPIC: MANAGEMENT--REVISED JOB DESCRIPTION AND TITLE

TO: THE BOARD OF TRUSTEES

The attached job description reflects both a change in title and duties; these duties will more accurately reflect the duties currently needed in this position. The current position of director of MIS is vacant. Salary placement shall be subject to review by the Classification and Salary Study.

Fiscal Impact: Budgeted Item

RECOMMENDATION:

It is recommended that the board approve the revised job description and title change as listed.

REFERENCE FOR AGENDA: YES Signed W. Spencer
Director of Human Resources

TRANSMITTED TO THE BOARD WITH A FAVORABLE RECOMMENDATION.

Signed W. Spencer
Superintendent/President

ACTION TAKEN BY THE BOARD:

MOTION _____

SECOND _____

Ayes ___ Noes ___

INFORMATION ONLY _____

430

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT

CLASS TITLE:

DIRECTOR OF COMPUTING and INFORMATION RESOURCES (CIR)

BASIC FUNCTION:

Under the direction of an area administrator, plan, organize, direct, coordinate and evaluate the operation and effectiveness of district management information systems, which includes the integrated information systems (student, financial aid, district financial systems, etc), supporting third party software solutions for reporting, and academic applications (for example, on-line learning, grading and student tracking). Utilize a service based organization model to provide management of computing services in support of a decentralized environment by empowering end users through a variety of tools. Direct the participation of VVC computing with SBCSS Information Systems; plan, organize, direct and coordinate the data/information research, processing and analysis functions in support of District programs and plans. Coordinate staff training, assign work, supervise and evaluate the performance of assigned personnel; participate in the selection of assigned staff.

REPRESENTATIVE DUTIES:

Provide leadership to plan, organize, control, direct and evaluate the operation and effective use of District computing and information resources, including integrated information processing systems. **E**

Direct, plan, organize and coordinate the installation and maintenance of district CIR systems; direct technical assistance, perform system analysis and determine proper course of action in response to district needs; direct development, modification and purchasing of district software for the CIR department and related 3rd party products. **E**

Support the implementation and enforcement of CIR system controls, standards, policies and procedures; direct the development of guidelines, system standards and operating studies on hardware utilization and software requirements. Coordinate ~~and control~~ log-on and access ability of District staff and end users, and ensure security in all CIR systems. **E**

Direct, plan, organize and coordinate the data/information research, the preparation and summation of data for district or State data requests and analysis functions in support of District programs and plans; maintain current knowledge of District data warehouse, external data resources and research tools and techniques. Management of data resources includes development and coordination of District wide reporting solutions including tools. **E**

Direct the participation of VVC project with SBCSS Information Systems as well as other statewide CIR systems, including ongoing updating and refinement of data collection and data reporting to comply with federal and state codes/regulations. **E**

Train, assign work, supervise and evaluate the performance of assigned CIR personnel; participate in the selection of staff; prioritize, supervise and assign projects to CIR staff including CIR and contract personnel. **E**

2/6/1

Direct and plan system analysis related to development, testing and configuration of computer programs; identification and correction of faulty programs, data entry and data value errors. Direct and organize CIR personnel in preparation and modification of programs in response to urgent or unusual needs. **E**

Prepare and monitor CIR department budget. Direct, plan and organize short range and long range goals for CIR department to assure future adequate software and hardware capabilities for the District needs. **E**

Represent District at local, state and national meetings, committees and commissions. **E**

Plan and direct operations of a 'help desk' for effective management of CIR related issues.

Perform related duties as assigned.

KNOWLEDGE AND ABILITIES:

KNOWLEDGE OF:

- General computing and information system operations, analysis, development and design within educational environments.
- Characteristics and capabilities of modern complex computing equipment, including hardware, software, data communications, networked microcomputer systems and telecommunications.
- Research, data collection, analysis and evaluation methodologies, principles and techniques of statistics and related mathematical principles.
- Principles and practices of administration, supervision and staff development through the use of interpersonal skills using tact, patience and courtesy.
- Principles and techniques of program planning, scheduling, budgeting and related control procedures.
- Fundamentals of data bases, flow charting, source documents, report production and logic underlying database operations, functions and processes.
- Principles and practices of programming and other computer languages used within the computing environment.
- Post secondary education organization, operations, policies and objectives.
- Experience in customer service practices and techniques.

ABILITY TO:

- Plan, organize and direct the effective utilization of District CIR resources.
- Support training in the application of new computing concepts.
- Remain current and apply new developments and procedures in computer methodology and technology to solve difficult technical problems in major computing programs and systems.
- Direct, plan, organize and coordinate the data/information research, processing and analysis functions in support of district programs.
- Establish, implement and enforce priorities for department and staff.
- Train, supervise and evaluate personnel including planning and organizing work.
- Assure internal controls are established, maintained and documented in compliance with

- organization directives.
- Provide technical guidance and recommendations concerning existing computer programs and systems.
- Perform analysis of existing programs and operations to meet changing needs and to provide for system enhancements.
- Analyze and evaluate computing programs, needed modifications and concerns to meet organization needs.
- Establish and maintain cooperative and effective working relationships with others, including those from diverse academic, socioeconomic, cultural, ethnic and disability backgrounds.

EDUCATION AND EXPERIENCE:

Any combination equivalent to: a Bachelors degree in computer science, information systems, information technology, or related field and five (5) years increasingly responsible experience in managing information technology systems, including two (2) years in a supervisory or management capacity.

WORKING CONDITIONS:

Standard office environment.

Position requires hand and digit dexterity to operate a variety of computer equipment, speaking and hearing to communicate with District and outside agency personnel, walking, standing, sitting for extended periods of time, lifting up to 50 pounds, climbing stairs, carrying, pushing and pulling equipment, bending at the waist, and kneeling or crouching to work on computer equipment.

1/10/3

JUNE 27, 2006

HUMAN RESOURCES

TOPIC: CLASSIFIED—CHANGE IN WORK YEAR

TO: THE BOARD OF TRUSTEES

It is recommended that the board approve a change in work year for the position of Instructional Assistant III in welding from 10 months to 12 months. This increase is necessary to ensure appropriate coverage for summer school labs. This position is currently vacant, and a recruitment has begun.

Fiscal Impact: Budgeted Item

RECOMMENDATION:

It is recommended that the board approve the change in work year from 10 months to 12 months for the position of Instructional Assistant III in welding as listed.

REFERENCE FOR AGENDA: NO

Signed

Director of Human Resources

TRANSMITTED TO THE BOARD WITH A FAVORABLE RECOMMENDATION.

Signed

Superintendent/President

ACTION TAKEN BY THE BOARD:

MOTION _____

SECOND _____

INFORMATION ONLY _____

Ayes ___ Noes ___

HUMAN RESOURCES

JUNE 27, 2006

TOPIC: ADMINISTRATIVE/MANAGEMENT/CONFIDENTIAL NEW POSITION

TO THE BOARD OF TRUSTEES:

The district proposes to create the position of custodial supervisor. There is a need to provide oversight of the night custodial crew and to provide the leadership necessary to improve training, evaluation, and employee services. The job description for the position is attached and is recommended for board approval.

The recommended salary placement of Range 16 will be subject to review by the Classification and Salary Committee.

Fiscal Impact: Budgeted

RECOMMENDATION:

It is recommended the Board of Trustees approve the new management position of custodial supervisor and job description as listed.

REFERENCE FOR AGENDA: YES

Signed: W. SCHMIDT
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 _____

HUMAN RESOURCES

JUNE 27, 2006

TOPIC: SETTLEMENT AGREEMENT BETWEEN CSEA CHAPTER 584 AND THE VICTOR VALLEY COMMUNITY COLLEGE DISTRICT

TO: THE BOARD OF TRUSTEES

The district and CSEA have agreed to terminate negotiations for 2005-2006 which resulted in the change in contract language in Article 13.2.3 to provide that employees who work out of classification will do so only when the assignment has been described in writing following the fifth day of out-of-class work.

The parties further agreed to implement a salary schedule based upon the Hay levels and to place all classified employees on that salary schedule. The salaries reflected on each level in parentheses have been agreed upon for employee placement. Those employees whose salaries exceed the market salary shall be "grandfathered."

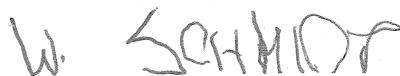
Fiscal Impact: Budgeted Item

RECOMMENDATION:

It is recommended that the Board of Trustees ratify the attached settlement agreement with CSEA Chapter 584. It is anticipated that CSEA bargaining unit will ratify the agreement in the very near future.

REFERENCE FOR AGENDA: YES

Signed



Director of Human Resources

TRANSMITTED TO THE BOARD WITH A FAVORABLE RECOMMENDATION.

Signed



Superintendent/President

ACTION TAKEN BY THE BOARD:

MOTION _____

SECOND _____

Ayes ___ Noes ___

INFORMATION ONLY _____

4/16

TENTATIVE AGREEMENT

May 25, 2006

1. The district proposes that the attached salary schedule be implemented, effective July 1, 2006.
2. The district proposes that classified employees whose salaries exceed the market salary be grandfathered.
3. The district proposes that classified employees be placed on the salary schedule as specified in the attached document entitled "PLACEMENTS FOR CLASSIFICATION STUDY"
4. The district proposes that contract language in Article 13 be modified to reflect that employees who work out of classification will do so only when the assignment has been described in writing following the fifth day of out-of-class work.
5. The district proposes that for the 2005-2006 year, no further changes be made in the current contract.

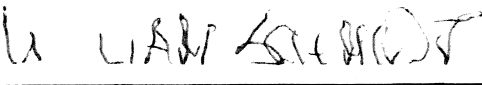
For CSEA:



Kevin Crowley
Vice President

Date: 5-25-6

For the District:



William Schmidt
Director of Human Resources

Date: 5-25-6

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
 April 20, 2006

CLASSIFIED HAY MODEL + 2.4% + 2.5% - 5% BETWEEN STEPS (use first step of VVC range)

<u>HAY LEVEL</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>
<u>Corresponding VVC</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
<u>Current Range</u>						
8	(8.5)	2,309 (2,331)	2,425 (2,446)	2,546 (2,567)	2,673 (2,698)	2,806 (2,833)
9	(10)	2,456 (2,506)	2,579 (2,636)	2,708 (2,765)	2,843 (2,902)	2,986 (3,047)
10	(11)	2,634 (2,636)	2,766 (2,767)	2,905 (2,907)	3,050 (3,050)	3,203 (3,203)
11	(12.5)	2,802 (2,840)	2,943 (2,977)	3,091 (3,129)	3,246 (3,285)	3,408 (3,449)
12	(14)	3,023 (3,057)	3,173 (3,208)	3,332 (3,371)	3,499 (3,538)	3,675 (3,715)
13	(16.5)	3,453 (3,457)	3,625 (3,633)	3,807 (3,814)	3,998 (4,003)	4,197 (4,203)
14	(19.5)	3,968 (4,009)	4,167 (4,210)	4,375 (4,421)	4,593 (4,642)	4,823 (4,874)
15	(22)	4,535 (4,537)	4,761 (4,763)	4,999 (5,002)	5,249 (5,251)	5,511 (5,514)
16	(24.5)	5,062 (5,133)	5,313 (5,390)	5,578 (5,659)	5,857 (5,943)	6,150 (6,240)

1/68

PLACEMENTS FOR CLASSIFICATION STUDY

May 24, 2006 , showing effective 07/01/06

Hay + 2.4% +2.5%

NAME	TITLE	CUR RANGE STEP/AMOUNT	HAY LEVEL STEP AMOUNT	DIFFERENCE	Previous difference
R. Alexander	Lab Aide	8- 6	\$2752 12-1	\$2911 + 159	+ 89
L Anderson	INCMT	18-4	4105 13-6	4203 + 98	< 7> YR
K. Angulo	Custodian	10.5-6	3125 8-6	2833 <292>	<373> YR
R. Aragues	SignLang Svcs Interp II	12-1	2637 11-1	2702 +65	0
T. Armstrong	IA I	11-6	3203 11-5	3285 +82	+162
S. Avila	A&R Assist	11-3	2767 12-1	2911 +144	+ 74
P. Bandringa	Acct Tech II	17-3	3722 14-1	3820 +98	+ 4
P. Barnett	DSPS Spec	17-6	4310 14-4	4421 +111	+ 3
T. Bazurto	Admin Sec I (Clerical Tech II)	12-6	3365 12-4	3371 +6	+ 89
C. Becerra	Office Assist	8.5-6	2833 10-4	2907 +74	+ 2
G. Bernor	CommSystTech	14.5-6	3808 14-1	3820 +12	+104
C. Brassfield	Office Assist	8.5-5	2698 10-3	2767 +69	+ 3
C. Brehm	Office Assist	8.5-5	2698 10-3	2767 +69	+ 3
A. Browne	BookDivCoord	13.5-6	3626 12-6	3715 +89	0
D. Burkhard	A&R Assist (A & R Tech)	11-6	3203 12-3	3208 +5	+ 83
R. Butler	Acct Tech I	13.5-6	3626 12-6	3715 +89	0
S. Caldwell	JTPA/CalWorks Coordinator	18.5-6	4639 15-2	4763 +124	+ 96
M. Cardoza	A & R Assist (A & R Tech)	11-2	2636 12-1	2911 +275	+205
W. Carlton	Sergeant (CampPolOfficer)	19.5-6	4874 13-6	4203 <671>	<776> YR
J. Carney	CPPSO (CampPolOfficer)	11.5-6	3283 13-1	3295 +12	+90
M. Carpenter	Admin Sec I	12-1	2637 11-1	2702 +65	0

69

NAME	TITLE	CUR RANGE STEP/AMOUNT	HAY LEVEL STEP AMOUNT	DIFFERENCE	Previous difference
A. Casler	MaintWorker	18-6	4526 13-6	4203 <323>	<428> YR
C. Castillo	Office Assist	8.5-1	2218 10-1	2510 +292	+231
R. Chavez	HR Tech	12-2	2772 12-1	2911 +139	+69
D. Chapman	FinAidSpec	17-6	4310 14-4	4421 +111	+3
D. Chesser	Deaf & Hard of Hearing Spec	18-1	3547 13-3	3633 +86	+173
D. Chip	Office Assist	8.5-4	2567 10-2	2636 +69	+4
T. Christensen	LibTechAssist (Library Tech)	13.5-6	3626 12-6	3715 +89	0
N. Christian	PAC Tech	17-6	4310 14-4	4421 +111	+3
J. Christiansen	AdminSec I	12-6	3365 11-6	3449 +84	0
M. Clair	InstResCoord	21-6	5248 15-5	5251 +3	+133
N. Compton	HR Tech	12-6	3365 12-4	3371 +6	+89
M. Conrad	Acct Tech I	13.5-6	3626 12-6	3715 +89	0
J. Cook	InstAssist II (Instruc Assist)	13-3	3053 11-4	3129 +76	+151
D. Cooper	Custodian	10.5-3	2701 8-6	2833 +132	+51
R. Corbin	Custodian	10.5-6	3125 8-6	2833 <292>	<373> YR
L. Cripps	Office Assist	8.5-1	2218 10-1	2510 +292	+231
D. Cross	InstAssist III (Sr Inst Assist)	15.5-6	3999 13-5	4003 +4	+99
K. Crowley	INCMT	18-6	4526 13-6	4203 <323>	<428> YR
T. Dance	A&R Assist (A&R Tech)	11-6	3203 12-3	3208 +5	+83
L. David	Network Mgr	22.5-6	5653 15-6	5514 <139>	<272> YR
B. Dershem	Media Svcs Tech	15.5-3	3456 13-2	3457 +1	+88
D. Derryberry	Admin Sec I	12-6	3365 11-6	3449 +84	0
J. Dorval	Citations Spec (Clerical Tech I)	11.5-6	3283 11-5	3285 +2	+82
R. Drew	Admin Sec II	13.5-6	3626 13-3	3633 +7	+94

420

NAME	TITLE	CUR RANGE	HAY LEVEL	DIFFERENCE	Previous difference	
		STEP/AMOUNT	STEP AMOUNT			
	(Curr/Sched Tech)					
V. Embrey	Admin Sec II (3626 + 431 out of class pay)	13.5-6	4057	13-6	4203 +146	+ 94
R. Etheridge	Sergeant (Campus Police Officer)	19.5-6	4874	13-6	4203 <671>	<776> YR
J. Fennessey	InstrAssist III (INCMT)	15.5-6	3999	13-5	4003 +4	+99
T. Finch	Grns/MaintWkr	13-4	\$3207	11-5	3285 +78	+158
B. Finch	Maint Worker	18-6	4526	13-6	4203 <323>	<428> YR
M. Flenna	Custodian	10.5-6	3125	8-6	2833 <292>	<373> YR
P. Flenna	Custodian	10.5-6	3125	8-6	2833 <292>	<373> YR
C. Ford	InstruAssist II (Sr. Instruc Assist)	13-6	3533	13-3	3633 +100	+11
D. Foxworthy	Fin Aid Spec	17-6	4310	14-4	4421 +111	+ 3
T. Gilbert	NetMicroTech	15.5-6	3999	13-5	4003 +4	+ 99
S. Gonzales	CampPolice/PSO (CampPoliceOfficer)	11.5-3	2836	13-1	3295 +459	+375
S. Gonzales	CDCFdSvsSpec	12-6	3365	12-4	3371 +6	+ 89
A. Greene	Purch Tech	19-6	4755	13-6	4203 <552>	<657> YR
M. Greene	NetworkMgr	23-6 (gf)	5793	15-6	5514 <279>	<412> YR
R. Grufsrud	Bookstore Asst	8.5-1	2218	9-1	2391 +173	+113
C. Guinotte	Admin Sec I	12-6	3365	11-6	3449 + 84	0
P. Gummo	Lab Tech	15.5-6	3999	13-5	4003 +4	+ 99
D. Hannaman	LeadMaintWkr	20-6	4996	14-6	4874 <122>	<291> YR
D. Harriman	ElectLabSpec	17.5-6	4416	14-4	4421 +5	+112
L. Henning	Acct Tech II	17-6	4310	14-4	4421 +111	+ 3
Y. Hernandez	InstruAssist III (Sr.InstrAssist)	15.5-5	3808	13-4	3814 +6	+ 96
P. Higa	Payroll Tech (Payroll &Benefits Tech)	13-1	2774	12-1	2911 +137	+67
S. Hinojos	InstruAssist I	11-6	3203	11-5	3285 +82	+ 1

4/11

NAME	TITLE	CUR RANGE STEP/AMOUNT	HAY LEVEL STEP AMOUNT	DIFFERENCE	Previous difference	
	(InstrucAssist)					
J. Hoppes	InstruAssist I (InstrucAssist)	11-6	3203	11-5 3285	+82	+ 1
B. Howie	Maint Wrkr	18-6	4526	13-6 4203	<323>	<428> YR
L. Huggins	Office Assist	8.5-5	2698	10-3 2767	+69	+ 3
B. Hughes	GrndsMaintWkr	13-6	3533	11-6 3449	<84>	<168> YR
B. Huiner	Instruc Assist I & PrintSvsTech	11-6	2902	11-3 2977	+75	+ 7
N. Jacquez	CPPSO (CampPolOfficer)	11.5-6	3283	13-1 3295	+12	+ 90
R. Jackson	InstrucAssist I (InstrucAssist)	11-6	3203	11-5 3285	+82	+1
B. James	AdminSec I (ClericalTechII)	12-5	3204	12-3 3208	+4	+ 82
G. Janisko	Fin Aid Spec	17-6	4370	14-4 4421	+51	+158
D. Johnson	GrndsMaintWkr	13-5	3365	11-6 3449	+84	0
E. Jordan	Office Assist (Fin Aid Tech)	8.5-6 (2833 +700 out of class pay)	3533	12-5 3538	+5	+793
L. Katnic	Office Assist	8.5-5	2698	10-3 2767	+69	+ 3
A. Kohler	LibrTechAssist (LibraryTech)	13.5-2	2980	12-2 3057	+77	0
M.Kwan	InstrucAssist III (SrInstruAssist)	15.5-6	3999	13-5 4003	+4	+99
J. Lanphear	Custodian	10.5-6	3125	8-6 2833	<292>	<373> YR
M.Laveaux	InstrucAssist III (Sr.InstrucAssist)	15.5-6	3999	13-5 4003	+4	+ 99
R. Lee	Sr.SysAnalyst	21-2	4318	15-1 4321	+3	+109
D. Lent	Acct Tech I	13.5-6	3626	12-6 3715	+89	0
A.Lexion	Admin Sec II (Admin Coord)	13.5-6 (3626 +437 out of class pay)	4063	13-6 4203	+140	+ 94
T. Loomis	Maint Wrkr	18-6	4526	13-6 4203	<323>	<428> YR
D. Maciel	Sign Lang Svcs	8-1	2164	8-1 2218	+54	0

NAME	TITLE	CUR RANGE	HAY LEVEL	DIFFERENCE	Previous difference
		STEP/AMOUNT	STEP AMOUNT		
<i>Interpreter I</i>					
T. Markegard	Office Assist	8.5-1 2218	10-1 2510	+292	+231
C. Marsh	Lab Tech	15.5-6 3999	13-5 4003	+4	+ 99
M. Martin	Admin Sec II	13.5-6 4063 (3626 +437 out of class pay)	13-6 4203	+140	+94
C. Martinez	Lead Custodian	13.5-6 3626	9-6 3047	<579>	<651> YR
K. Mata	Acct Tech I	13.5-6 3626	12-6 3715	+89	0
J. McCoy	Sign Lang Svcs Interpreter I	8-1 2164	8-1 2218	+54	0
L. McDaniel	SB Operator	8.5-6 2833	8-6 2833	0	< 87>YR
M. Mendez	Office Assist (Fin Aid Tech)	8.5-3 2535 (2446 +87 out of class pay)	12-1 2911	+376	+395
M. Messer	M&O ClerTech	14.5-6 3808	13-4 3814	+6	+56
M. Messer	LdWrhsDelWkr	13-6 3533	11-6 3449	<84>	<168> YR
S. Miller	Custodian	10.5-6 3125	8-6 2833	<292>	<373> YR
D. Mohr	Office Assist	8.5-4 2567	10-2 2636	+69	+ 4
G. Moon	Records Eval II (A&R Spec)	16.5-6 4203	13-6 4203	0	<105> YR
P. Montgomery	SDC Spec	14.5-5 3626	12-6 3715	+89	0
K. Moore	MedSvsCoord (MedSvsSpec)	17-6 4310	13-6 4203	<107>	<212> YR
C. Moreno	Sr Sys Analyst	21-6 5248	15-5 5251	+3	+133
S. Moreno	Admin Sec II	13.5-5 3454	13-2 3457	+3	+ 90
P. Mount	Cutodian	10.5-6 3125	8-6 2833	<292>	<373> YR
S. Mulligan	OffsetPressOp (PrintSvcsSpec)	12.5-6 3449	12-5 3538	+89	+ 5
D. Murphy (to management)	BkstrOpsAssist	15.5-6 3999	12-6 3715	<284>	<373> YR
J. Murray	Fin Aid Spec	17-5 4105	14-3 4210	+105	+ 3
E. Navarrette	Office Assist (Fin Aid Tech)	8.5-1 2774 (2218 + 556 out of class pay)	12-1 2911	+137	+623

NAME	TITLE	CUR RANGE STEP/AMOUNT	HAY LEVEL STEP AMOUNT	DIFFERENCE	Previous difference
R. Navarro	InstrAssist III (Sr.InstrAssist)	15.5-6 3999	13-5 4003	+4	+ 99
W. Nickerson	InstrAssist I	11-6 3203	11-5 3285	+82	+ 1
L. Osborne	A&R Assist (A&R Tech)	11-6 3203	12-3 3208	+5	+ 83
V. Padilla	Bookstore Assist	8.5-1 2218	9-1 2391	+173	+113
T. Parmer	Custodian	10.5-6 3125	8-6 2833	<292>	<373> YR
E. Pearson	PAC Coord	19.5-6 4874	14-6 4874	0	<119> YR
P. Penland	Admin Sec I	12-6 3365	11-6 3449	+84	0
D. Peterson	InstrAssist III (SrInstrAssist)	15.5-6 3999	13-5 4003	+4	+ 99
T. Ponce	Office Assist	8.5-2 2331	10-1 2510	+179	+118
D. Potts	Admin Sec II (AdminCoord)	13.5-6 3626	13-3 3633	+7	+ 94
D. Prewett	Ticket Sales Assist	12-1 2637	11-1 2702	+65	0
A. Prieto	LibrTechAssist (Library Tech)	13.5-6 3626	12-6 3715	+89	0
G. Quesada	SDC Spec	13.5-2 2980	12-2 3057	+77	0
A. Randolph	Custodian	10.5-3 2701	8-6 2833	+132	+ 51
M. Rempher	BksrOpsAssist	15.5-6 3999	12-6 3715	<284>	<373> YR
E. Reyes	GrndsMaintWkr	13-6 3533	11-6 3449	<84>	<168> YR
R. Reyes-Garcia	Acct Tech I	13.5-4 3286	12-4 3371	+85	0
R. Richards	Fin Aid Tech	17-6 4310	14-4 4421	+111	+ 3
R. Richey	CommSysCoord	22-6 5514	15-6 5514	0	<133> YR
B. Roberts	SDC Assist	12.5-6 3449	9-6 3047	<402>	<474> YR
L. Rodgers	LibrTechAssist (Library Tech)	13.5-6 3626	12-6 3715	+89	0
G. Rodriguez	Custodian	10.5-6 2125	8-6 2833	<292>	<373> YR
M. Rodriguez	CDC Tech	12-5 3204	11-4 3129	+75	0
G. Rosander	InstrAssist III	15.5-6 3999	13-5 4003	+4	+ 99

474

NAME	TITLE	CUR RANGE	HAY LEVEL	DIFFERENCE	Previous difference
		STEP/AMOUNT	STEP AMOUNT		
	(Sr Instruc Assist)				
S. Selby	Admin Sec I	12-1	2637 11-1	2702 +65	0
A. Sharp	Acct Tech I	13.5-6	3626 12-6	3715 +89	0
J. Short	Database Admin	23-5	5517 14-6	4874 <643>	<762> YR
D. Sisk	InstrAssist II (Instruc Assist)	13-3	3053 11-4	3129 +76	+151
D. Snead	Fin Aid Spec	17-5	4105 14-3	4210 +105	+ 3
B. Solis	A&R Assist (A&R Tech)	11-6	3203 12-3	3208 +5	+ 83
J. Stalians	InstrAssist III (Sr. Instr Assist)	15.5-3	3456 13-2	3457 +1	+ 88
S. Stanford	AttendAcctTech (A&R Spec)	15.5-6	3999 13-5	4003 +4	+ 99
D. Steinback	InstrAssist III (Sr. Instr Assist)	15.5-6	3999 13-5	4003 +4	+ 99
M. Stevulak	INCMT	18-3	3909 13-5	4003 +94	+189
C. Stump	LibrTech Assist (Library Tech)	13.5-3	3132 12-3	3208 +76	0
J. Suderno	A&R Assist (A&R Tech)	11-6	3203 12-3	3208 +5	+ 83
E. Sullivan	DSPTS Spec	17-6	4310 14-4	4421 +111	+ 3
R. Tascione	CPPSO (Campus Police Officer)	11.5-1	2572 13-1	3295 +723	+639
B. Terry	Ticket Sales Assist	12-1	2637 11-1	2702 +65	0
A. Thompson	Acct Tech I	13.5-6	3626 12-6	3715 +89	0
P. Thompson	RecEval II	16.5-6	4203 12-6	3715 <488>	<577> YR
Q. Tran-Quang	SrProg/SftWrDev	21-2	4318 15-1	4321 +3	+109
J. Tremblay	Lib Tech Assist (Library Tech)	13.5-6	3626 12-6	3715 +89	0
N. Turner	DSPTS Assist/Inter	16-1	3211 12-4	3371 +160	+ 75
K. Ullger	Ticket Sales Assist	12-1	2637 11-1	2702 +65	0

475

NAME	TITLE	CUR RANGE STEP/AMOUNT	HAY LEVEL STEP AMOUNT	DIFFERENCE	Previous difference
S. Underwood	Fin Aid Spec	17-6	4310 14-4	4421 +111	+ 3
M. Vidana-Barda	Acct Tech II	17-6	4310 14-4	4421 +111	+ 3
G. Wack	Custodian	10.5-5	2976 8-6	2833 <143>	<224> YR
F. Walker	LdWhrsDelWkr	13-6	3533 11-6	3449 <84>	<168> YR
M. West	CARE Spec	17-6	4310 14-4	4421 +111	+ 3
N. Wilkett	Custodian	10.5-6	3125 8-6	2833 <292>	<373> YR
A. Williams	EOPS Spec	17-6	4310 14-4	4421 +111	+ 3
K. Wright	Ticket Sales Assist	12-1	2637 11-1	2702 +65	0
S. Wright	Acct Tech II	17-6	4310 14-4	4421 +111	+ 3
A. Youngs	InstrAssist III	15.5-6	3999 13-5	4003 +4	+ 99
Y. Zhu	Database Adm	23-1	4540 14-5	4642 +102	+215

CHILD DEVELOPMENT CENTER PERMIT AND ASSOCIATE TEACHERS

Y. Camarena	Permit Teacher	3-6	2954 13-1	3295 +341	+257
M. Dane	Permit Teacher	2-6	2718 13-1	3295 +577	+493
K. Erdmann	Permit Teacher	2-6	2718 13-1	3295 +577	+493
J. Espinoza	Assoc Teacher	3-6	2145 10-1	2510 +365	+304
P. Jordan	Assoc Teacher	3-6	2145 10-1	2510 +365	+304
E. Jasso	Assoc Teacher	3-6	2145 10-1	2510 +365	+304
U. Kaur	Permit Teacher	3-6	2954 13-1	3295 +341	+257
S. Lares	Assoc Teacher	3-6	2145 10-1	2510 +365	+304
V. Manriquez	Permit Teacher	2-6	2718 13-1	3295 +577	+493
E. Niche	Assoc Teacher	3-6	2145 10-1	2510 +365	+304
A. Reynoso-Stultz	Assoc Teacher	3-6	2145 10-1	2510 +365	+304
T. Robillard	Permit Teacher	3-6	2954 13-1	3295 +341	+257
P. Ruby	Permit Teacher	1-6	2653 13-1	3295 +642	+558
K. Singh	Assoc Teacher	3-6	2145 10-1	2510 +365	+304

176

NAME	TITLE	CUR RANGE STEP/AMOUNT	HAY LEVEL STEP AMOUNT	DIFFERENCE	Previous difference
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Total employees listed (including CDC): 180

Total # employees Y-Rated (YR): 33 (18%)

Total employees on Step 6: 61 (34%)

Total on Step 6 who will stay same \$: 4 (2%)

Total whose placement increased at
Step 6: 24 (13.33%)

Total whose placement \$ will remain same: 4 (2%)

Total employees who would receive increase due to new placement: 144 (80%)

Total Cost of Placement per month: \$17,165 (\$11,214 and \$5,951 for CDC)

4/77

ADMINISTRATIVE SERVICES

JUNE 27, 2006

TOPIC: CONSTRUCTION UPDATE

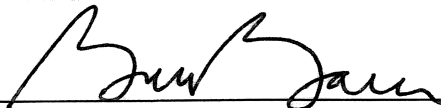
TO THE BOARD OF TRUSTEES:

The district wishes to present to the Board of Trustees a construction update for the current construction projects.

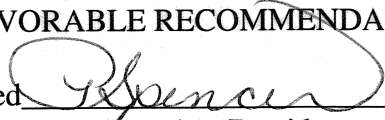
RECOMMENDATION:

This is an information only item.

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 X

ADMINISTRATIVE SERVICES

JUNE 27, 2006

TOPIC: DATATEL UPDATE


TO THE BOARD OF TRUSTEES:

The district wishes to present to the Board of Trustees an update on the Datatel improvement project.

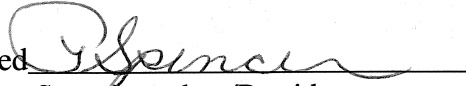
RECOMMENDATION:

This is an information only item.

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 X

ADMINISTRATIVE SERVICES

JUNE 27, 2006

TOPIC: CUSTOMER SERVICE SURVEY

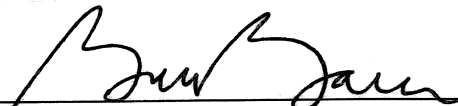
TO THE BOARD OF TRUSTEES:

The district wishes to present to the Board of Trustees information on the customer service surveys from the OPRA Work Order System, for the Maintenance & Operations and Technical Services departments.

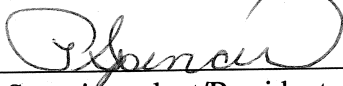
RECOMMENDATION:

This is an information only item.

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 X

INSTRUCTION

JUNE 27, 2006

TOPIC: PACE PROGRAM UPDATE

TO THE BOARD OF TRUSTEES:

The district wishes to present to the Board of Trustees an update on the PACE Program.

RECOMMENDATION:

This is an information only item.

REFERENCE FOR AGENDA: NO

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

TRANSMITTED TO THE BOARD WITH A FAVORABLE RECOMMENDATION:

Signed G. Spencer
Superintendent/President

ACTION TAKEN BY THE BOARD:

MOTION _____

SECOND _____

Ayes _____ Noes _____

INFORMATION ONLY X

INSTRUCTION

JUNE 27, 2006

TOPIC: EVENING/WEEKEND NURSING PROGRAM UPDATE

TO THE BOARD OF TRUSTEES:

The district wishes to present to the Board of Trustees an update on the Evening/Weekend Nursing Program.

RECOMMENDATION:

This is an information only item.

REFERENCE FOR AGENDA: NO

Signed R. Nystowsky
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 X

INSTRUCTION

JUNE 27, 2006

TOPIC: HONORS PROGRAM UPDATE

TO THE BOARD OF TRUSTEES:

The district wishes to present to the Board of Trustees an update on the Honors Program.

RECOMMENDATION:

This is an information only item.

REFERENCE FOR AGENDA: NO

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

TRANSMITTED TO THE BOARD WITH A FAVORABLE RECOMMENDATION:

Signed R. Spencer
Superintendent/President

ACTION TAKEN BY THE BOARD:

MOTION _____

SECOND _____

Ayes _____ Noes _____

INFORMATION ONLY X

INSTRUCTION

JUNE 27, 2006

TOPIC: OUTREACH UPDATE

TO THE BOARD OF TRUSTEES:

The district wishes to present to the Board of Trustees an update on the outreach efforts in the area of Instruction.

RECOMMENDATION:

This is an information only item.

REFERENCE FOR AGENDA: NO

Signed R. Rystowsky
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 X

STUDENT SERVICES

JUNE 27, 2006

TOPIC: SCHOLARSHIP CEREMONY 2006

TO THE SUPERINTENDENT/PRESIDENT:

Receive information on the 2006 Scholarship Ceremony.

Fiscal Impact: None.

RECOMMENDATION:

None – information only.

REFERENCE FOR AGENDA: NO

Signed: William J. Furdin
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 X

STUDENT SERVICES

JUNE 27, 2006

TOPIC: COMMENCEMENT CEREMONIES 2006

TO THE SUPERINTENDENT/PRESIDENT:

Receive information on the 2006 commencement ceremonies.

Fiscal Impact: None.

RECOMMENDATION:

None – information only.

REFERENCE FOR AGENDA: NO

Signed: William Powell
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 X

STUDENT SERVICES

JUNE 27, 2006

TOPIC: ATHLETICS HALL OF FAME

TO THE SUPERINTENDENT/PRESIDENT:

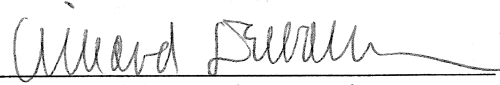
Receive information on the Athletics Hall of Fame.

Fiscal Impact: None.

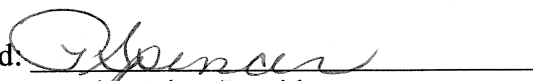
RECOMMENDATION:

None – information only.

REFERENCE FOR AGENDA: NO

Signed: 
Vice President, Student Services

TRANSMITTED TO THE BOARD WITH A FAVORABLE RECOMMENDATION:

Signed: 
Superintendent/President

ACTION TAKEN BY THE BOARD:

MOTION _____

SECOND _____

Ayes ____ Noes ____

INFORMATION ONLY X

STUDENT SERVICES

JUNE 27, 2006

TOPIC: FINANCIAL AID PUBLICATIONS

TO THE SUPERINTENDENT/PRESIDENT:

Receive information on financial aid publications.

Fiscal Impact: None.

RECOMMENDATION:

None – information only.

REFERENCE FOR AGENDA: NO

Signed: William Bunker
Vice President, Student Services

TRANSMITTED TO THE BOARD WITH A FAVORABLE RECOMMENDATION:

Signed: Robertson
Superintendent/President

ACTION TAKEN BY THE BOARD:

MOTION _____

SECOND _____

Ayes ____ Noes ____

INFORMATION ONLY X

JUNE 27, 2006

STUDENT SERVICES

TOPIC: HIGH SCHOOL BRIDGE PROJECT

TO THE SUPERINTENDENT/PRESIDENT:

Receive information on the high school bridge project.

Fiscal Impact: None.

RECOMMENDATION:

None – information only.

REFERENCE FOR AGENDA: NO

Signed: Willard J. Kelly
Vice President, Student Services

TRANSMITTED TO THE BOARD WITH A FAVORABLE RECOMMENDATION:

Signed: P. Spencer
Superintendent/President

ACTION TAKEN BY THE BOARD:

MOTION _____

SECOND _____

Ayes ____ Noes ____

INFORMATION ONLY X

BOARD OF TRUSTEES

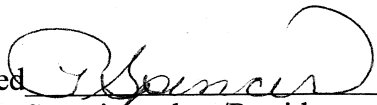
JUNE 27, 2006

TOPIC: VOTE OF NO CONFIDENCE -- SUPERINTENDENT/PRESIDENT

RECOMMENDATION:

This is an information only item.

TRANSMITTED TO THE BOARD:

Signed  _____
Superintendent/President

ACTION TAKEN BY THE BOARD:

MOTION _____

SECOND _____

Ayes _____ Noes _____

INFORMATION ONLY X

HUMAN RESOURCES

JUNE 27, 2006

TOPIC: SUBSTITUTES PROVIDED THROUGH CONTRACT

TO THE BOARD OF TRUSTEES:

The following positions require substitutes. Employees of Select Personnel will be assigned to Victor Valley College in accordance with the contract between the district and Select Personnel. Board approval for these individuals is not required since the board has previously approved the contractual arrangement that allows Select Personnel to assign temporary workers upon district request.

<u>Position</u>	<u>Reason for Substitute</u>
Administrative Secretary II, Institutional Effectiveness and Administrative Services	Position in recruitment
Administrative Secretary II, Maintenance and Operations	Position in recruitment
Grounds maintenance worker (3 positions)	Position in recruitment
Administrative Secretary I, Technical Services	Position in recruitment

Fiscal impact: Budgeted

RECOMMENDATION:

The above information is provided for board information.

REFERENCE FOR AGENDA: No

Signed W SCHMIDT
Director of Human Resources

TRANSMITTED TO THE BOARD WITH A FAVORABLE RECOMMENDATION.

Signed [Signature]
Superintendent/President

ACTION TAKEN BY THE BOARD:

MOTION _____

SECOND _____

Ayes ___ Noes ___

INFORMATION ONLY ___ X ___

SUBSTITUTE PERSONNEL ACTION FORM

This is not a contract and may not be used as such by either the substitute short-term substitute or the District.
Prospective employee is not permitted to work prior to budget encumbrance and full clearance from Human Resources.
A NEW EMPLOYEE TO THE DISTRICT MUST COMPLETE ALL REQUIRED DOCUMENTS IN HUMAN RESOURCES BEFORE BEGINNING WORK.

THIS SECTION TO BE COMPLETED BY PROSPECTIVE SUBSTITUTE: (please print)

NAME: Select Personnel BIRTHDATE: _____ SOCIAL SECURITY #: _____
ADDRESS: _____ CITY: _____ ZIP _____ HOME PH # _____

- Are you related to a current employee of the District? No ___ Yes ___ Name of employee: _____ Dept _____
- Are you a retiree of STRS ___ or PERS ___ or Neither ___; PERS member working in another district? No ___ Yes, where _____
- Are you a new employee of VVC? Yes ___ No ___ Working in some other capacity? Yes ___ Dept? _____ Position? _____
- If not currently working, did you ever work for VVC? No ___ Yes ___ If yes, what year(s) _____ What Position? _____

This temporary assignment will not lead to permanent employment with the Victor Valley Community College District. This is not a commitment or guarantee of employment through any specific dates nor a guarantee of hours. You may be released early. Be aware you are limited to 150 days in any fiscal year including all short-term employment and must notify all supervisors of additional projects in other departments.

EMPLOYEE SIGNATURE: _____ DATE: _____

THIS SECTION TO BE COMPLETED BY THE REQUESTOR/SUPERVISOR/BUDGET:

SHORT-TERM subject to EC88003 - All Short-term employment INCLUDING DAYS IN ALL DEPARTMENTS MAY NOT EXCEED 150 DAYS in a fiscal year. SUBSTITUTES MAY NOT EXCEED 120 DAYS FOR A CLASSIFIED VACANCY IN RECRUITMENT STATUS AND A MAXIMUM OF 150 DAYS FOR AN ABSENT CLASSIFIED EMPLOYEE, INCLUSIVE OF ALL HOURLY SHORT-TERM EMPLOYMENT.

POSITION: MAINTENANCE WORKER DEPARTMENT: M+D

- SUBSTITUTE FOR: THIS POSITION IN RECRUITMENT STATUS, AUTHORIZED BY SUPERINTENDENT/PRESIDENT
OR ON - CALL ONLY FOR ANY ABSENT CLASSIFIED EMPLOYEE IN THIS POSITION
OR A CLASSIFIED EMPLOYEE ON AN EXTENDED ABSENCE (NAME: _____)

RECEIVED
MAY 23 2006

REQUESTED SUBSTITUTE EMPLOYMENT DATES: 05/15/06 - 07/01/06
(Authorized Start Date may be later than requested) DO NOT GO PAST JUNE 30

ESTIMATE FUNDS NEEDED \$ 5100.00 BUDGET # 01-00-20-6550-0000-2180

- 1) REQUESTED BY: Christal L. Hyter DATE: 5/11/06
The employee may NOT begin work until Requestor has received back from Human Resources the canary copy of this fully processed Personnel Action Form indicating Authorized Start Date. NEW EMPLOYEES TO THE DISTRICT MUST COMPLETE ALL REQUIRED EMPLOYEE DOCUMENTS IN HUMAN RESOURCES.
- 2) AUTHORIZED BY DEAN or DIRECTOR: Christal L. Hyter DATE: 5/11/06 (Supervisor)
- 3) AUTHORIZED BY VICE PRESIDENT: Don Jann DATE: 5/11/06
- 4) AUTHORIZED BY SUPERINTENDENT/PRESIDENT: Spencer DATE: 5/18/06
- 5) FUNDS ENCUMBERED BY FISCAL SERVICES: Will use P.O. Process

PAF RECEIVED IN HUMAN RESOURCES: _____
RANGE # _____ VACANCY # 06069 H.R. AUTHORIZED START DATE: _____
BOARD APPROVAL DATE: _____

All EE Documents Completed _____ Personnel MAGIC _____ RATE: \$ _____
Meets Minimums _____ N Payroll MAGIC _____
NOE Prepared _____ Timesheets Prepared _____

SUBSTITUTE PERSONNEL ACTION FORM

This is not a contract and may not be used as such by either the substitute short-term substitute or the District.
Prospective employee is not permitted to work prior to budget encumbrance and full clearance from Human Resources.
A NEW EMPLOYEE TO THE DISTRICT MUST COMPLETE ALL REQUIRED DOCUMENTS IN HUMAN RESOURCES BEFORE BEGINNING WORK.

THIS SECTION TO BE COMPLETED BY PROSPECTIVE SUBSTITUTE: (please print)

NAME: Select Personnel BIRTHDATE: _____ SOCIAL SECURITY #: _____
ADDRESS: _____ CITY: _____ ZIP _____ HOME PH # _____

- Are you related to a current employee of the District? No ___ Yes ___ Name of employee: _____ Dept _____
- Are you a retiree of STRS ___ or PERS ___ or Neither ___; PERS member working in another district? No ___ Yes, where _____
- Are you a new employee of VVC? Yes ___ No ___ Working in some other capacity? Yes ___ Dept? _____ Position? _____
- If not currently working, did you ever work for VVC? No ___ Yes ___ If yes, what year(s) _____ What Position? _____

This temporary assignment will not lead to permanent employment with the Victor Valley Community College District. This is not a commitment or guarantee of employment through any specific dates nor a guarantee of hours. You may be released early. Be aware you are limited to 150 days in any fiscal year including all short-term employment and must notify all supervisors of additional projects in other departments.

EMPLOYEE SIGNATURE: _____ DATE: _____

THIS SECTION TO BE COMPLETED BY THE REQUESTOR/SUPERVISOR/BUDGET:

SHORT-TERM subject to EC88003 - All Short-term employment INCLUDING DAYS IN ALL DEPARTMENTS MAY NOT EXCEED 150 DAYS in a fiscal year. **SUBSTITUTES MAY NOT EXCEED 120 DAYS FOR A CLASSIFIED VACANCY IN RECRUITMENT STATUS AND A MAXIMUM OF 150 DAYS FOR AN ABSENT CLASSIFIED EMPLOYEE, INCLUSIVE OF ALL HOURLY SHORT-TERM EMPLOYMENT.**

POSITION: MAINTENANCE WORKER DEPARTMENT: MTO

- SUBSTITUTE FOR: THIS POSITION IN RECRUITMENT STATUS, AUTHORIZED BY SUPERINTENDENT/PRESIDENT
OR ON - CALL ONLY FOR ANY ABSENT CLASSIFIED EMPLOYEE IN THIS POSITION
OR A CLASSIFIED EMPLOYEE ON AN EXTENDED ABSENCE (NAME: _____)

RECEIVED
MAY 23 2006

HUMAN RESOURCES

REQUESTED SUBSTITUTE EMPLOYMENT DATES: 05/15/06 - 07/07/06
(Authorized Start Date may be later than requested) DO NOT GO PAST JUNE 30

ESTIMATE FUNDS NEEDED 5,120 BUDGET # 01 - 00 - 20 - 6550 - 0000 - 2180

- 1) REQUESTED BY: Christoph L. Nyte DATE: 5/11/06
The employee may NOT begin work until Requestor has received back from Human Resources the canopy copy of this fully processed Personnel Action Form indicating Authorized Start Date. NEW EMPLOYEES TO THE DISTRICT MUST COMPLETE ALL REQUIRED EMPLOYEE DOCUMENTS IN HUMAN RESOURCES.
- 2) AUTHORIZED BY DEAN or DIRECTOR: Christoph L. Nyte DATE: 5/11/06 (Supervisor)
- 3) AUTHORIZED BY VICE PRESIDENT: Brian Dan DATE: 5-11-06
- 4) AUTHORIZED BY SUPERINTENDENT/PRESIDENT: Spencer DATE: 5/8/06
- 5) FUNDS ENCUMBERED BY FISCAL SERVICES: Will use P.O. Process

PAF RECEIVED IN HUMAN RESOURCES: _____
RANGE # _____ VACANCY # 06069 H.R. AUTHORIZED START DATE: _____
BOARD APPROVAL DATE: _____

All EE Documents Completed _____ Personnel MAGIC _____ RATE: \$ _____
Meets Minimums _____ N Payroll MAGIC _____
NOE Prepared _____ Timesheets Prepared _____

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SUBSTITUTE PERSONNEL ACTION FORM

This is not a contract and may not be used as such by either the substitute short-term substitute or the District.
Prospective employee is not permitted to work prior to budget encumbrance and full clearance from Human Resources.
A NEW EMPLOYEE TO THE DISTRICT MUST COMPLETE ALL REQUIRED DOCUMENTS IN HUMAN RESOURCES BEFORE BEGINNING WORK.

THIS SECTION TO BE COMPLETED BY PROSPECTIVE SUBSTITUTE: (please print)

NAME: Select Personnel BIRTHDATE: _____ SOCIAL SECURITY #: _____
ADDRESS: _____ CITY: _____ ZIP _____ HOME PH # _____

- Are you related to a current employee of the District? No ___ Yes ___ Name of employee: _____ Dept _____
- Are you a retiree of STRS ___ or PERS ___ or Neither ___; PERS member working in another district? No ___ Yes, where _____
- Are you a new employee of VVC? Yes ___ No ___ Working in some other capacity? Yes ___ Dept? _____ Position? _____
- If not currently working, did you ever work for VVC? No ___ Yes ___ If yes, what year(s) _____ What Position? _____

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EMPLOYEE SIGNATURE: _____ DATE: _____

THIS SECTION TO BE COMPLETED BY THE REQUESTOR/SUPERVISOR/BUDGET:

SHORT-TERM subject to EC88003 - All Short-term employment INCLUDING DAYS IN ALL DEPARTMENTS MAY NOT EXCEED 150 DAYS in a fiscal year. SUBSTITUTES MAY NOT EXCEED 120 DAYS FOR A CLASSIFIED VACANCY IN RECRUITMENT STATUS AND A MAXIMUM OF 150 DAYS FOR AN ABSENT CLASSIFIED EMPLOYEE, INCLUSIVE OF ALL HOURLY SHORT-TERM EMPLOYMENT.

POSITION: Grounds Maintenance Worker DEPARTMENT: M+D

- SUBSTITUTE FOR: THIS POSITION IN RECRUITMENT STATUS, AUTHORIZED BY SUPERINTENDENT/PRESIDENT RECEIVED
OR ON - CALL ONLY FOR ANY ABSENT CLASSIFIED EMPLOYEE IN THIS POSITION
OR A CLASSIFIED EMPLOYEE ON AN EXTENDED ABSENCE (NAME: _____) MAY 23 2006

REQUESTED SUBSTITUTE EMPLOYMENT DATES: 05/15/06 - 07/07/06 HUMAN RESOURCES
(Authorized Start Date may be later than requested) DO NOT GO PAST JUNE 30

ESTIMATE FUNDS NEEDED: 5120 BUDGET # 01-00-02-6550-0000-2180

- 1) REQUESTED BY: Chetech L. Nyte DATE: 5/10/06
The employee may NOT begin work until Requestor has received back from Human Resources the Canary copy of this fully processed Personnel Action Form indicating Authorized Start Date. NEW EMPLOYEES TO THE DISTRICT MUST COMPLETE ALL REQUIRED EMPLOYEE DOCUMENTS IN HUMAN RESOURCES.
- 2) AUTHORIZED BY DEAN or DIRECTOR: Chetech L. Nyte DATE: 5/10/06 (Supervisor)
- 3) AUTHORIZED BY VICE PRESIDENT: Juan Juan DATE: 5/11/06
- 4) AUTHORIZED BY SUPERINTENDENT/PRESIDENT: Aspen DATE: 5/18/06
- 5) FUNDS ENCUMBERED BY FISCAL SERVICES: Will use P.O. Process

PAF RECEIVED IN HUMAN RESOURCES: _____
RANGE # _____ VACANCY # 0606A H.R. AUTHORIZED START DATE: _____
BOARD APPROVAL DATE: _____

All EE Documents Completed _____ Personnel MAGIC _____ RATE: \$ _____
Meets Minimums _____ N Payroll MAGIC _____
NOE Prepared _____ Timesheets Prepared _____

4941

SUBSTITUTE PERSONNEL ACTION FORM

This is not a contract and may not be used as such by either the substitute short-term substitute or the District.
Prospective employee is not permitted to work prior to budget encumbrance and full clearance from Human Resources.
A NEW EMPLOYEE TO THE DISTRICT MUST COMPLETE ALL REQUIRED DOCUMENTS IN HUMAN RESOURCES BEFORE BEGINNING WORK.

THIS SECTION TO BE COMPLETED BY PROSPECTIVE SUBSTITUTE: (please print)

NAME: Select Personnel BIRTHDATE: _____ SOCIAL SECURITY #: _____ - _____ - _____
ADDRESS: _____ CITY: _____ ZIP _____ HOME PH # _____

- Are you related to a current employee of the District? No ___ Yes ___ Name of employee: _____ Dept _____
- Are you a retiree of STRS ___ or PERS ___ or Neither ___; PERS member working in another district? No ___ Yes, where _____
- Are you a new employee of VVC? Yes ___ No ___ Working in some other capacity? Yes ___ Dept? _____ Position? _____
- If not currently working, did you ever work for VVC? No ___ Yes ___ If yes, what year(s) _____ What Position? _____

This temporary assignment will not lead to permanent employment with the Victor Valley Community College District. This is not a commitment or guarantee of employment through any specific dates nor a guarantee of hours. You may be released early. Be aware you are limited to 150 days in any fiscal year including all short-term employment and must notify all supervisors of additional projects in other departments.

EMPLOYEE SIGNATURE: _____ DATE: _____

THIS SECTION TO BE COMPLETED BY THE REQUESTOR/SUPERVISOR/BUDGET:

SHORT-TERM subject to EC88003 - All Short-term employment INCLUDING DAYS IN ALL DEPARTMENTS MAY NOT EXCEED 150 DAYS in a fiscal year. SUBSTITUTES MAY NOT EXCEED 120 DAYS FOR A CLASSIFIED VACANCY IN RECRUITMENT STATUS AND A MAXIMUM OF 150 DAYS FOR AN ABSENT CLASSIFIED EMPLOYEE, INCLUSIVE OF ALL HOURLY SHORT-TERM EMPLOYMENT.

POSITION: Secretary II DEPARTMENT: Instit. Effectiveness & Adm. Svc.

- SUBSTITUTE FOR: THIS POSITION IN RECRUITMENT STATUS, AUTHORIZED BY SUPERINTENDENT/PRESIDENT #06064
- OR ON - CALL ONLY FOR ANY ABSENT CLASSIFIED EMPLOYEE IN THIS POSITION
- OR A CLASSIFIED EMPLOYEE ON AN EXTENDED ABSENCE (NAME: _____)

REQUESTED SUBSTITUTE EMPLOYMENT DATES: 5-15-06 - 6-30-06
(Authorized Start Date may be later than requested) DO NOT GO PAST JUNE 30

ESTIMATE FUNDS NEEDED \$ NA BUDGET # 01 00 20 6670 0000 2180

- 1) REQUESTED BY: Bruce Baron DATE: _____
The employee may NOT begin work until Requestor has received back from Human Resources the canary copy of this fully processed Personnel Action Form indicating Authorized Start Date. NEW EMPLOYEES TO THE DISTRICT MUST COMPLETE ALL REQUIRED EMPLOYEE DOCUMENTS IN HUMAN RESOURCES.
- 2) AUTHORIZED BY DEAN or DIRECTOR: [Signature] DATE: 5-11-06 (Supervisor)
- 3) AUTHORIZED BY VICE PRESIDENT: [Signature] DATE: 5-11-06
- 4) AUTHORIZED BY SUPERINTENDENT/PRESIDENT: [Signature] DATE: 5/24/06
- 5) FUNDS ENCUMBERED BY FISCAL SERVICES: NA - use P.O. DATE: _____

PAF RECEIVED IN HUMAN RESOURCES: _____ - _____ - _____
 RANGE # _____ VACANCY # _____ H.R. AUTHORIZED START DATE: _____ - _____ - _____
 BOARD APPROVAL DATE: _____ - _____ - _____

All EE Documents Completed _____ Personnel MAGIC _____ RATE: \$ _____
 Meets Minimums _____ N Payroll MAGIC _____
 NOE Prepared _____ Timesheets Prepared _____

SUBSTITUTE PERSONNEL ACTION FORM

This is not a contract and may not be used as such by either the substitute short-term substitute or the District.
Prospective employee is not permitted to work prior to budget encumbrance and full clearance from Human Resources.
A NEW EMPLOYEE TO THE DISTRICT MUST COMPLETE ALL REQUIRED DOCUMENTS IN HUMAN RESOURCES BEFORE BEGINNING WORK.

THIS SECTION TO BE COMPLETED BY PROSPECTIVE SUBSTITUTE: (please print)

NAME: Select Personnel BIRTHDATE: _____ SOCIAL SECURITY #: _____
ADDRESS: _____ CITY: _____ ZIP _____ HOME PH # _____

- Are you related to a current employee of the District? No ___ Yes ___ Name of employee: _____ Dept _____
- Are you a retiree of STRS ___ or PERS ___ or Neither ___; PERS member working in another district? No ___ Yes, where _____
- Are you a new employee of VVC? Yes ___ No ___ Working in some other capacity? Yes ___ Dept? _____ Position? _____
- If not currently working, did you ever work for VVC? No ___ Yes ___ If yes, what year(s) _____ What Position? _____

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EMPLOYEE SIGNATURE: _____ DATE: _____

THIS SECTION TO BE COMPLETED BY THE REQUESTOR/SUPERVISOR/BUDGET:

SHORT-TERM subject to EC88003 - All Short-term employment INCLUDING DAYS IN ALL DEPARTMENTS MAY NOT EXCEED 150 DAYS in a fiscal year. **SUBSTITUTES MAY NOT EXCEED 120 DAYS FOR A CLASSIFIED VACANCY IN RECRUITMENT STATUS AND A MAXIMUM OF 150 DAYS FOR AN ABSENT CLASSIFIED EMPLOYEE, INCLUSIVE OF ALL HOURLY SHORT-TERM EMPLOYMENT.**

POSITION: Secretary II DEPARTMENT: M40

- SUBSTITUTE FOR: THIS POSITION IN RECRUITMENT STATUS, AUTHORIZED BY SUPERINTENDENT/PRESIDENT #06079
- OR ON - CALL ONLY FOR ANY ABSENT CLASSIFIED EMPLOYEE IN THIS POSITION
- OR A CLASSIFIED EMPLOYEE ON AN EXTENDED ABSENCE (NAME: _____)

REQUESTED SUBSTITUTE EMPLOYMENT DATES: 5-15-06 - 6-30-06
(Authorized Start Date may be later than requested) DO NOT GO PAST JUNE 30

ESTIMATE FUNDS NEEDED \$ _____ BUDGET # 01.00 20.650 0000.210

- 1) REQUESTED BY: Christopher Hyton DATE: 5-11-06
The employee may NOT begin work until Requestor has received back from Human Resources the canary copy of this fully processed Personnel Action Form indicating Authorized Start Date. NEW EMPLOYEES TO THE DISTRICT MUST COMPLETE ALL REQUIRED EMPLOYEE DOCUMENTS IN HUMAN RESOURCES.
- 2) AUTHORIZED BY DEAN or DIRECTOR: [Signature] DATE: _____ (Supervisor)
- 3) AUTHORIZED BY VICE PRESIDENT: [Signature] DATE: _____
- 4) AUTHORIZED BY SUPERINTENDENT/PRESIDENT: [Signature] DATE: 5/24/06
- 5) FUNDS ENCUMBERED BY FISCAL SERVICES: NA - use PD. DATE: _____

PAF RECEIVED IN HUMAN RESOURCES: _____
 RANGE # _____ VACANCY # _____ H.R. AUTHORIZED START DATE: _____
 BOARD APPROVAL DATE: _____

All EE Documents Completed _____ Personnel MAGIC _____ RATE: \$ _____
 Meets Minimums _____ N Payroll MAGIC _____
 NOE Prepared _____ Timesheets Prepared _____

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SUBSTITUTE PERSONNEL ACTION FORM

This is not a contract and may not be used as such by either the substitute short-term substitute or the District.
Prospective employee is not permitted to work prior to budget encumbrance and full clearance from Human Resources.
A NEW EMPLOYEE TO THE DISTRICT MUST COMPLETE ALL REQUIRED DOCUMENTS IN HUMAN RESOURCES BEFORE BEGINNING WORK.

THIS SECTION TO BE COMPLETED BY PROSPECTIVE SUBSTITUTE: (please print)

NAME: Select Personnel Service BIRTHDATE: _____ SOCIAL SECURITY #: _____
ADDRESS: 15371 BONANZA RD CITY: Victorville ZIP 92392 HOME PH # 760-245-1460

- Are you related to a current employee of the District? No ___ Yes ___ Name of employee: _____ Dept _____
- Are you a retiree of STRS ___ or PERS ___ or Neither ___; PERS member working in another district? No ___ Yes, where _____
- Are you a new employee of VVC? Yes ___ No ___ Working in some other capacity? Yes ___ Dept? _____ Position? _____
- If not currently working, did you ever work for VVC? No ___ Yes ___ If yes, what year(s) _____ What Position? _____

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EMPLOYEE SIGNATURE: _____ DATE: _____

THIS SECTION TO BE COMPLETED BY THE REQUESTOR/SUPERVISOR/BUDGET:

SHORT-TERM subject to EC88003 - All Short-term employment INCLUDING DAYS IN ALL DEPARTMENTS MAY NOT EXCEED 150 DAYS in a fiscal year. SUBSTITUTES MAY NOT EXCEED 120 DAYS FOR A CLASSIFIED VACANCY IN RECRUITMENT STATUS AND A MAXIMUM OF 150 DAYS FOR AN ABSENT CLASSIFIED EMPLOYEE, INCLUSIVE OF ALL HOURLY SHORT-TERM EMPLOYMENT.

POSITION: Admin Secretary I DEPARTMENT: School Service Dept

- SUBSTITUTE FOR: THIS POSITION IN RECRUITMENT STATUS, AUTHORIZED BY SUPERINTENDENT/PRESIDENT
OR ON - CALL ONLY FOR ANY ABSENT CLASSIFIED EMPLOYEE IN THIS POSITION
OR A CLASSIFIED EMPLOYEE ON AN EXTENDED ABSENCE (NAME: _____)

REQUESTED SUBSTITUTE EMPLOYMENT DATES: _____
(Authorized Start Date may be later than requested) DO NOT GO PAST JUNE 30

ESTIMATE FUNDS NEEDED \$ _____ BUDGET # _____

- 1) REQUESTED BY: Jon Booth DATE: 6-15-06
The employee may NOT begin work until Requestor has received back from Human Resources the canary copy of this fully processed Personnel Action Form indicating Authorized Start Date. NEW EMPLOYEES TO THE DISTRICT MUST COMPLETE ALL REQUIRED EMPLOYEE DOCUMENTS IN HUMAN RESOURCES.
- 2) AUTHORIZED BY DEAN or DIRECTOR: [Signature] DATE: 6-15-2006 (Supervisor)
- 3) AUTHORIZED BY VICE PRESIDENT: _____ DATE: _____
- 4) AUTHORIZED BY SUPERINTENDENT/PRESIDENT: [Signature] DATE: _____
- 5) FUNDS ENCUMBERED BY FISCAL SERVICES: USE PO system DATE: _____

PAF RECEIVED IN HUMAN RESOURCES: 6-19-06
RANGE # _____ VACANCY # _____ H.R. AUTHORIZED START DATE: _____
BOARD APPROVAL DATE: _____

All EE Documents Completed _____ Personnel MAGIC _____ RATE: \$ _____
Meets Minimums _____ N Payroll MAGIC _____
NOE Prepared _____ Timesheets Prepared _____

HUMAN RESOURCES

JUNE 27, 2006

TOPIC: CLASSIFIED RESIGNATION

TO THE BOARD OF TRUSTEES:

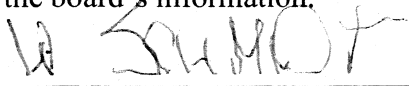
The following classified resignations have been received and accepted by the superintendent/president per Board Policy 7350:

1. Patricia Higa, payroll technician, effective May 31, 2006.
2. David W. Johnson, grounds maintenance worker, effective May 19, 2006.
3. Amy Kohler, Library technical assistant, effective May 31, 2006.

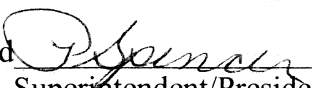
RECOMMENDATION:

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

REFERENCE FOR AGENDA: No

Signed 
 Director of Human Resources

TRANSMITTED TO THE BOARD WITH A FAVORABLE RECOMMENDATION.

Signed 
 Superintendent/President

ACTION TAKEN BY THE BOARD:

MOTION _____

SECOND _____

Ayes ___ Noes ___

INFORMATION ONLY ___ X ___

HUMAN RESOURCES

JUNE 27, 2006

TOPIC: DISTRICT INITIAL NEGOTIATIONS PROPOSAL FOR CTA CONTRACT

TO THE BOARD OF TRUSTEES:

The initial proposal from the district to CTA is presented. At the next board meeting, a public hearing of this initial proposal will be provided for public comments.

RECOMMENDATION:

The initial proposal from the district to CTA is presented for information.

REFERENCE FOR AGENDA: YES

Signed W. SHERIDAN
Director of Human Resources

TRANSMITTED TO THE BOARD WITH A FAVORABLE RECOMMENDATION.

Signed [Signature]
Superintendent/President

ACTION TAKEN BY THE BOARD:

MOTION _____

SECOND _____

Ayes ___ Noes ___

INFORMATION ONLY X

DISTRICT SUNSHINE LIST FOR 2006-2007
TO VICTOR VALLEY COLLEGE ASSOCIATION, CHAPTER 1169

Automatic Re-openers

Article 8: Compensation

The district is prepared to negotiate language to improve faculty salaries for the 2006-2007 year. The district also desires to negotiate language in Article 8f to provide that faculty members cannot serve as both senate and union officers.

Article 9: Benefits

The district desires to negotiate language to improve the level of payment for medical benefits for families.

District Re-Openers

Article 12: Full-Time Faculty Assignments

The district desires to negotiate language including, but not limited to office hours and required days on campus.

Article 15: Full-Time Faculty Evaluations

The district desires to negotiate language including, but not limited to that which would permit administrative participation in the evaluation of permanent employees and further extend the role of administrators in the evaluation of non-tenured employees.

Mutual Re-opener

Article 21: Departments, section 21.b (2 and 3)

**Victor Valley College Association, Chapter 1169
Sunshine List for 2006-2007**

Automatic Re-opener per Article 38

Salary, Health and Welfare Benefits to include:

- Annual Compensation
- Health Benefits
- Unit Compensation
- Winter Compensation
- Summer Compensation

Association Re-openers per Article 38

Department Chair Compensation (Article 8.G)

The VVC Faculty Association proposes 40% Reassigned time for all Department Chairs

Term of Contract (Article 40)

The VVC Faculty Association proposes extending the contract term to June 30, 2009.

Mutual Re-openers:

Article 21.B (2 and 3)

Department Chair Elections

HUMAN RESOURCES

JUNE 27, 2006

TOPIC: DISTRICT INITIAL NEGOTIATIONS PROPOSAL FOR CSEA CONTRACT

TO THE BOARD OF TRUSTEES:

The initial proposal from the district to CSEA is presented. At the next board meeting, a public hearing of this initial proposal will be provided for public comments.

RECOMMENDATION:

The initial proposal from the district to CSEA is presented for information.

REFERENCE FOR AGENDA: YES

Signed W. SCHMIDT
Director of Human Resources

TRANSMITTED TO THE BOARD WITH A FAVORABLE RECOMMENDATION.

Signed [Signature]
Superintendent/President

ACTION TAKEN BY THE BOARD:

MOTION _____

SECOND _____

Ayes ___ Noes ___

INFORMATION ONLY X

DISTRICT CONTRACT REOPENERS WITH CSEA
FOR 2006-2007

Article 8, Salaries: The district is prepared to negotiate language to improve classified salaries for the 2006-2007 year.

Benefits: The district desires to negotiate language to improve the level of payment for medical benefits for families.

Article 4, District Rights: The district desires to modify language in Article 4 and will present specific language modifications at the negotiations table.

Article 5, Hours and Overtime: The district desires to modify language in Article 5 and will present specific language modifications at the negotiations table.

HUMAN RESOURCES

JUNE 27, 2006

TOPIC: CSEA INITIAL NEGOTIATIONS PROPOSAL

TO THE BOARD OF TRUSTEES:

The initial proposal from CSEA to the district is presented. At the next board meeting, a public hearing of this initial proposal will be provided for public comments.

RECOMMENDATION:

The initial proposal from CSEA to the district is presented for information.

REFERENCE FOR AGENDA: YES

Signed W. S. McDF
Director of Human Resources

TRANSMITTED TO THE BOARD WITH A FAVORABLE RECOMMENDATION.

Signed D. Spence
Superintendent/President

ACTION TAKEN BY THE BOARD:

MOTION _____

SECOND _____

Ayes ___ Noes ___

INFORMATION ONLY X

Initial salary and benefits proposal for 2006-2007 contract re-openers
ARTICLE VIII
SALARY

- 8.1 Effective July 1, ~~2005-2006~~, the classified salary schedules will be increased by ~~5.875%~~ **9.00%** as indicated on the schedules attached as Appendix D and Appendix E (permit and associate permit teachers). All classified bargaining unit members, including those working in the Child Development Center, shall be eligible for the increase.
- 8.2 In the event either faculty or management is provided a percentage salary increase for the period from the close of negotiations through June 30, ~~2006~~ **2007**, greater than that provided in this agreement, a comparable salary increase will be granted to classified employees.

ARTICLE IX
HEALTH AND WELFARE BENEFITS

- 9.1 Major medical health and accident insurance must be carried by all bargaining unit members.
- 9.2 The District will provide for each full-time unit member, per fringe benefit year, ~~\$8100~~, **\$11,000** effective July 1, ~~2005~~ **2006**. A non-discriminatory cafeteria plan shall be offered to all unit members except for subscriber's health insurance which is mandatory and will be deducted from the "cafeteria" plan. If the percentage increase in the contribution for benefits from other than the trust fund is greater for either faculty or management than that percentage granted in this agreement for the period of time from the close of negotiations through June 30, ~~2006~~ **2007**, a similar increase will be provided CSEA.
- 9.3 An insurance committee consisting of two classified bargaining unit members, two certificated bargaining unit members, and two employees appointed by the president shall be formed for the purpose of investigating and developing alternative health and welfare plans. The committee shall meet as frequently as necessary to present recommendations to the president relating to health and welfare programs which provide the best benefits for the least costs. The committee shall endeavor to find programs available within the amount of District contribution set forth herein above, and it shall meet and remain active as necessary.
- 9.3 The District will provide retirement benefits for unit members who are eligible for PERS/STRS retirement and who have a minimum of ten years of service at Victor Valley Community College District at the time of retirement. Said benefits will be the current health insurance benefits provided to the Classified as a whole and said benefits will be provided to both the eligible employee and said employee's spouse

until the employee reaches Medicare age. In order to be eligible for this benefit, the unit member must have been employed by the District on or after July 1, 1999. In the event that any or all of the medical providers under the district paid plans are not available to a retired unit member and/or his/her spouse because of a change of residency or otherwise, the District shall be required to pay no more than the amount designated in section 9.2 above in order for the unit member and/or his spouse to obtain alternative benefits.

CSEA will also reopen two Articles of our contract, Article XXIV, Discipline and one more to be determined.

ADMINISTRATIVE SERVICES

JUNE 27, 2006

TOPIC: QUARTERLY FISCAL STATUS REPORT

TO THE SUPERINTENDENT/PRESIDENT:

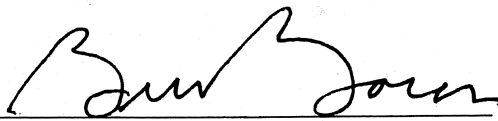
AB 2910, Chapter 1486, Statutes of 1986, requires California community college districts to report quarterly on their financial condition. Districts are required to provide copies to the Chancellor's Office and county schools of the completed form (Form CCFS-311Q) and a copy of the quarterly financial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

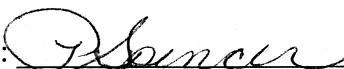
Fiscal Impact: None

RECOMMENDATION:

This is an information only item.

REFERENCE FOR AGENDA: YES

Signed: 
Vice President, Administrative Services

Signed: 
Superintendent/President

ACTION TAKEN BY THE BOARD:

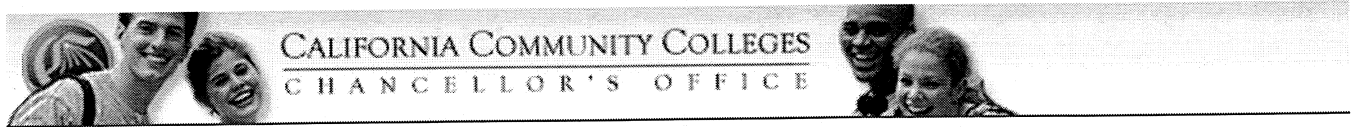
MOTION _____

SECOND _____

Ayes ____ Noes ____

INFORMATION ONLY X

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Fiscal Year 2005-2006
District:(990)VICTOR VALLEY Quarter Ended: (Q3) March 31, 2006
Certified Date:04-May-06 08:03 PM

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

<u>Annual</u>	As of June 30 for fiscal year (FY) specified.			
	FY02-03	FY03-04	FY04-05	FY05-06
General Fund Revenues (Objects 8100, 8600, and 8800)	40,164,541	40,608,453	43,457,810	48,717,618
Other Financing Sources (Objects 8900)	200,000	-183,974	105,000	0
General Fund Expenditures (Objects 1000-6000)	41,055,148	40,167,356	42,673,834	48,367,390
Other Outgo (Objects 7100, 7300, 7400, 7500, and 7600)	586,660	936,332	414,697	353,847
Reserve for contingency Unrestricted	0	0	0	858,565
Reserve for contingency Total	0	0	0	940,522
General Fund Ending Balance Unrestricted	2,232,442	2,456,270	1,199,325	1,161,122
General Fund Ending Balance Total	2,352,616	2,972,321	2,143,466	2,105,263
Prior-Year Adjustments	-199,291	619,705	0	38,204
Attendance FTES	8,403	8,283	9,317	9,982
<u>Quarter</u>	For the same quarter to each fiscal year (FY) specified			
	FY02-03	FY03-04	FY04-05	FY05-06
General Fund Cash Balance (Excluding investments)	2,538,731	879,985	4,227,585	8,038,235

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

	Total Budget (Annual)	Actual (Year-to-Date)	Percentage %
General Fund Revenues (Objects 8100, 8600, and 8000)	48,717,618	36,449,598	74.82
Other Financing Source (Objects 8900)	0	0	0.00
General Fund Expenditures (Objects 1000-6000)	48,367,390	30,912,036	63.91
Other Outgo (Objects 7100, 7300, 7400, 7500, and 7600)	353,847	159,217	45.00

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

Salaries

Contract Period Settled (Specify)	Management		Academic(Certificated)		Classified	
	Total Salary	Cost-Increase %*	Total Salary	Cost-Increase %*	Total Salary	Cost-Increase %*
Year 1 2005-06	0		0	5.87	0	
Year 2 2006-07	0		0	5.87	0	
Year 3	0		0		0	

* As specified in collective bargaining agreement.

Benefits

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

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

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Increase will be covered by cost-of-living increase and growth funding.

IV. Did the district have significant events for the quarter(include incurrence of long-term debt, settlement of audit citations or legal suits, significant differences in budgeted revenues or expenditures, borrowing of funds (TRANS), issuance of COPs, etc.)

Yes No

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

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

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

(Include additional pages of explanation if needed.)

A budget reserve has been established for pending legal settlements and for the High Desert Community Partner Project. Three annual payments of \$234,000 are to be taken from the district's apportionment beginning in fiscal year 2004-05; the final payment will occur in the 2006-07 fiscal year.

CERTIFICATION

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

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

District Chief Business Officer	Date	District Superintendent	Date
Quarter Ended: (Q3) March 31, 2006		Governing Board Meeting Date	___/___/___

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ADMINISTRATIVE SERVICES

JUNE 27, 2006

TOPIC: MONTHLY FINANCIAL REPORTS

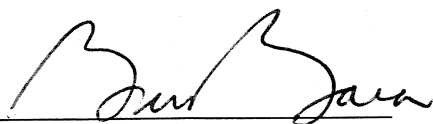
TO THE BOARD OF TRUSTEES:

Financial reports are being presented for the period ending May 31, 2006, for the General Fund (01), Debt Service Payment Fund (29), Capital Outlay Projects Fund (71), Child Development Center Fund (72), Student Center Fee Fund (73), Insurance Trust Fund (75), Health Trust Fund (78), ASB, Auxiliary Services, Bookstore and Federal Grant Funds.

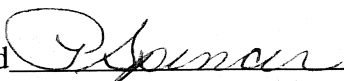
RECOMMENDATION:

This is an information only item.

REFERENCE FOR AGENDA: YES

Signed 
Vice President Administrative Services

TRANSMITTED TO THE BOARD WITH A FAVORABLE RECOMMENDATION.

Signed 
Superintendent/President

ACTION TAKEN BY THE BOARD:

MOTION _____

SECOND _____

Ayes ___ Noes ___

INFORMATION ONLY X

VICTOR VALLEY COMMUNITY COLLEGE
2005-2006 Financial Statements
GENERAL FUND - FUND 01
As of 5/31/06

	Budget	Actual	Budget Remaining	Percentage Remaining
Beginning Fund Balance 7/1/05	\$ 2,105,263			
<u>Revenues</u>				
Federal	\$ 2,038,172	\$ 1,188,442	\$ 849,730	41.69%
State	\$ 33,595,823	\$ 34,172,801	\$ (576,978)	-1.72%
Local	\$ 13,186,135	\$ 11,275,628	\$ 1,910,507	14.49%
Transfers In	\$ -	\$ -	\$ -	0.00%
<u>Total Revenues</u>	\$ 48,820,130	\$ 46,636,871	\$ 2,183,259	4.47%
<u>Expenditures</u>				
Academic Salaries	\$ 17,539,371	\$ 15,556,979	\$ 1,982,392	11.30%
Classified Salaries	\$ 10,992,234	\$ 9,218,286	\$ 1,773,948	16.14%
Benefits	\$ 8,693,066	\$ 6,382,125	\$ 2,310,941	26.58%
Supplies	\$ 1,418,888	\$ 1,000,387	\$ 418,501	29.49%
Operating Expenses	\$ 7,684,262	\$ 5,080,688	\$ 2,603,574	33.88%
Capital Outlay	\$ 2,183,670	\$ 1,667,481	\$ 516,189	23.64%
Transfers, Grants, Contingency	\$ 1,252,780	\$ 210,535	\$ 1,042,245	83.19%
Debt Service Retirement/Interest	\$ -	\$ 713,159	\$ (713,159)	
<u>Total Expenditures</u>	\$ 49,764,271	\$ 39,829,640	\$ 9,934,631	19.96%
 Excess Revenues/(Expenditures)	 \$ (944,141)	 \$ 6,807,231		
Month Ending Fund Balance 5/31/06		\$ 8,912,494		
Projected Ending Fund Balance	\$ 1,161,122			

VICTOR VALLEY COMMUNITY COLLEGE
2005-2006 Financial Statements
DEBT SERVICE PAYMENT - FUND 29
As of 5/31/06

	Budget	Actual	Budget Remaining	Percentage Remaining
Beginning Fund Balance 7/1/05	\$ 38,918,502			
<u>Revenues</u>				
Local Revenues	\$ 2,721,390	\$ 2,447,765	\$ 273,625	10.05%
Transfers In	\$ -	\$ -	\$ -	
<u>Total Revenues</u>	<u>\$ 2,721,390</u>	<u>\$ 2,447,765</u>	<u>\$ 273,625</u>	10.05%
<u>Expenditures</u>				
Debt Service Payments	<u>\$ 1,239,000</u>	<u>\$ 1,157,847</u>	<u>\$ 81,153</u>	6.55%
<u>Total Expenditures</u>	<u>\$ 1,239,000</u>	<u>\$ 1,157,847</u>	<u>\$ 81,153</u>	
Net Change in Fund Balance	\$ 1,482,390	\$ 1,289,918		
Month Ending Fund Balance 5/31/06		\$ 40,208,420		
Projected Ending Fund Balance	\$ 40,400,892			

VICTOR VALLEY COMMUNITY COLLEGE
2005-2006 Financial Statements
CAPITAL OUTLAY PROJECTS - FUND 71
As of 5/31/06

	Budget	Actual	Budget Remaining	Percentage Remaining
Beginning Fund Balance 7/1/05	\$ 665,697			
<u>Revenues</u>				
State	\$ 22,239,000	\$ 2,064,621	\$ 20,174,379	90.72%
Interest Income	\$ -	\$ 22,614	\$ (22,614)	
Redevelopment	\$ 456,151	\$ 470,508	\$ (14,357)	-3.15%
Local	\$ -	\$ 10,000	\$ (10,000)	
<u>Total Revenues</u>	\$ 22,695,151	\$ 2,567,743	\$ 20,127,408	88.69%
<u>Expenditures</u>				
Contracts	\$ -	\$ -	\$ -	
Sites	\$ -	\$ -	\$ -	0.00%
Buildings-New & Remodel	\$ 23,299,101	\$ 1,092,513	\$ 22,206,588	95.31%
Equipment	\$ -	\$ -	\$ -	
Transfers/Grants/Contingency	\$ -	\$ -	\$ -	0.00%
<u>Total Expenditures</u>	\$ 23,299,101	\$ 1,092,513	\$ 22,206,588	95.31%
 Net Change in Fund Balance	 \$ (603,950)	 \$ 1,475,230		
Month Ending Fund Balance 5/31/06		\$ 2,140,927		
Projected Ending Funding Balance	\$ 61,747			

VICTOR VALLEY COMMUNITY COLLEGE
2005-2006 Financial Statements
CHILD DEVELOPMENT CENTER - FUND 72
As of 5/31/06

	Annual Budget	YTD Actual	Budget Remaining	Percentage Remaining
Beginning Fund Balance 7/1/05	\$ 204,791			
<u>Revenues</u>				
Federal	\$ 229,216	\$ 224,167	\$ 5,049	2.20%
State	\$ 697,638	\$ 560,049	\$ 137,589	19.72%
Local	\$ 36,346	\$ 26,238	\$ 10,108	27.81%
Transfers In	\$ -	\$ -	\$ -	
<u>Total Revenues</u>	\$ 963,200	\$ 810,454	\$ 152,746	15.86%
<u>Expenditures</u>				
Academic Salaries	\$ 431,284	\$ 341,433	\$ 89,851	20.83%
Classified Salaries	\$ 243,966	\$ 196,537	\$ 47,429	19.44%
Benefits	\$ 237,444	\$ 198,088	\$ 39,356	16.57%
Instructional Supplies	\$ 45,406	\$ 33,882	\$ 11,524	25.38%
Operating Expenses	\$ 5,100	\$ 3,023	\$ 2,077	40.73%
Reserve/Contingencies	\$ -	\$ -	\$ -	0.00%
<u>Total Expenditures</u>	\$ 963,200	\$ 772,963	\$ 190,237	19.75%
 Net Change in Fund Balance	 \$ -	 \$ 37,491		
 Month Ending Fund Balance 5/31/06		 \$ 242,282		

**VICTOR VALLEY COMMUNITY COLLEGE
2005-2006 Financial Statements
STUDENT CENTER FEE - FUND 73
As of 5/31/06**

	Budget	Actual	Budget Remaining	Percentage Remaining
Beginning Fund Balance 7/1/05	\$ 8,170			
<u>Revenues</u>	\$ 101,000	\$ 79,388	\$ 21,612	21.40%
<u>Expenditures</u>				
Transfers Out	\$ 101,000	\$ 74,186	\$ 26,814	26.55%
Net Change in Fund Balance	\$ -	\$ 5,202		
Month Ending Fund Balance 5/31/06		\$ 13,372		

**VICTOR VALLEY COMMUNITY COLLEGE
2005-2006 Financial Statements
HEALTH TRUST FUND - FUND 75
As of 5/31/06**

	Budget	Actual	Budget Remaining	Percentage Remaining
Beginning Fund Balance 7/1/05	\$ 20,093			
<u>Revenues</u>				
Interest Income	\$ 1,200	\$ 552	\$ 648	54.00%
Transfers In	\$ 10,000	\$ 7,776	\$ 2,224	0.00%
<u>Total Revenues</u>	<u>\$ 11,200</u>	<u>\$ 8,328</u>	<u>\$ 2,872</u>	25.64%
<u>Expenditures</u>				
Reserve For Contingencies	\$ 11,000	\$ -	\$ 11,000	100.00%
<u>Total Expenditures</u>	<u>\$ 11,000</u>	<u>\$ -</u>	<u>\$ 11,000</u>	
 Net Change in Fund Balance	 \$ 200	 \$ 8,328		
Month Ending Fund Balance 5/31/06		\$ 28,421		
Projected Ending Fund Balance	\$ 20,293			

VICTOR VALLEY COMMUNITY COLLEGE
2005-2006 Financial Statements
SELF INSURANCE TRUST - FUND 78
As of 5/31/06

	Budget	Actual	Budget Remaining	Percentage Remaining
Beginning Fund Balance 7/1/05	\$ 232,954			
<u>Revenues</u>				
Interest Income	\$ 1,900	\$ 5,107	\$ (3,207)	-168.79%
Miscellaneous Income	\$ -	\$ 4,494	\$ (4,494)	
Transfers In	\$ -		\$ -	
Total Revenues	\$ 1,900	\$ 9,601	\$ (7,701)	12.47%
<u>Expenditures</u>				
Supplies	\$ -	\$ -	\$ -	
Contracted Services	\$ 40,000	\$ 35,012	\$ 4,988	12.47%
New Equipment	\$ -	\$ -	\$ -	0.00%
Reserve for Contingencies	\$ -	\$ -	\$ -	
Total Expenditures	\$ 40,000	\$ 35,012	\$ 4,988	12.47%
Net Change in Fund Balance	\$ (38,100)	\$ (25,411)		
Month Ending Fund Balance 5/31/06		\$ 207,543		
Projected Ending Fund Balance	\$ 194,854			

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VICTOR VALLEY COMMUNITY COLLEGE
2005-2006 Financial Statements
RAMS BOOKSTORE
As of 5/31/06

	Budget	Actual	Budget Remaining	Percentage Remaining
Beginning Fund Balance 7/1/05	\$ 803,621			
<u>Revenues</u>	\$ 3,020,000	\$ 2,935,611	\$ 84,389	
Less: Cost of Goods Sold	\$ 2,300,000	\$ 2,194,561	\$ 105,439	
Gross Margin from Local Revenues	\$ 720,000	\$ 741,050	\$ (21,050)	
Total Other Income		\$ 5,097		
<u>Total Revenues</u>	\$ 720,000	\$ 746,147	\$ (21,050)	-2.92%
<u>Expenditures</u>	\$ 720,000	\$ 556,567		
Estimated labor to be invoiced		\$ 37,000		
<u>Total Expenditures</u>	\$ 720,000	\$ 593,567	\$ 126,433	17.56%
 Revenues/(Expenditures)	 \$0	 \$ 152,580		
Month Ending Fund Balance 5/31/06		\$ 956,201		
Projected Ending Fund Balance	\$ 803,621			

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VICTOR VALLEY COMMUNITY COLLEGE
2005-2006 Financial Statements
AUXILIARY SERVICES
As of 5/31/06

	Budget	Actual	Budget Remaining	Percentage Remaining
Beginning Fund Balance 7/1/05	\$ 111,174			
<u>Revenues</u>	\$ 373,000	\$ 324,086	\$ 45,814	12.28%
Estimated "Due From" District		<u>\$ 3,100</u>		
<u>Total Revenues</u>	\$ 373,000	\$ 327,186		
<u>Expenditures</u>	\$ 470,000	\$ 322,825	\$ 112,825	24.01%
Estimated Labor to be invoiced "Due To" District		<u>\$ 34,350</u>		
<u>Total Expenditures</u>	\$ 470,000	\$ 357,175		
Revenues/(Expenditures)		\$ (29,989)		
Month Ending Fund Balance 5/31/06		\$ 81,185		
Projected Ending Fund Balance	\$ 14,174			

VICTOR VALLEY COMMUNITY COLLEGE
2005-2006 Financial Statements
ASB FUND
As of 5/31/06

	Budget	Actual	Budget Remaining	Percentage Remaining
Beginning Fund Balance 7/1/05	\$ 86,030			
<u>Revenues</u>	\$ 155,000	\$ 134,648	\$ 14,348	9.26%
Estimated amount "Due From" District		\$ 6,004		
<u>Total Revenues</u>	\$ 155,000	\$ 140,652		
<u>Expenditures</u>	\$ 155,000	\$ 137,858	\$ 17,142	11.06%
<u>Total Expenditures</u>	\$ 155,000	\$ 137,858		
Revenues/(Expenditures)	\$ -	\$ 2,794		
Month Ending Fund Balance 5/31/06		\$ 88,824		
Projected Ending Fund Balance	\$ 86,030			

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VICTOR VALLEY COMMUNITY COLLEGE
2005-2006 Financial Statements
FEDERAL/STATE GRANT FUNDS
As of 5/31/06

	Budget	Actual	Budget Remaining	Percentage Remaining
Beginning Fund Balance 7/1/05	\$ 65,911			
<u>Revenues</u>				
PELL	\$ 10,035,212	\$ 10,035,212	\$ -	0.00%
SEOG	\$ 310,138	\$ 287,200	\$ 22,938	7.40%
Direct Loan	\$ 423,417	\$ 423,417	\$ -	0.00%
Cal Grant	\$ 742,062	\$ 742,062	\$ -	0.00%
CARE	\$ 103,595	\$ 103,595	\$ -	0.00%
TRIO	\$ 30,000	\$ 3,836	\$ 26,164	87.21%
EOPS	\$ 8,800	\$ 8,800	\$ -	0.00%
<u>Total Revenues</u>	\$ 11,653,224	\$ 11,604,122	\$ 22,938	0.20%
<u>Expenditures</u>				
PELL	\$ 10,035,212	\$ 10,035,212	\$ -	0.00%
SEOG	\$ 310,138	\$ 285,000	\$ 25,138	8.11%
Direct Loan	\$ 423,417	\$ 423,416	\$ 1	0.00%
Cal Grant	\$ 742,062	\$ 734,490	\$ 7,572	1.02%
CARE	\$ 103,595	\$ 81,052	\$ 22,543	21.76%
TRIO	\$ 30,000	\$ -	\$ 30,000	100.00%
EOPS	\$ 8,800	\$ -	\$ 8,800	100.00%
Bank Charges	\$ -	\$ -	\$ -	
Origination Fee	\$ -	\$ -	\$ -	
<u>Total Expenditures</u>	\$ 11,653,224	\$ 11,559,170	\$ 94,054	0.81%
 Net Change in Fund Balance	 \$ -	 \$ 44,952		
Month Ending Fund Balance 5/31/06		\$ 110,863		
 Projected Ending Fund Balance	 \$ 65,911			

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INSTRUCTION

JUNE 27, 2006

TOPIC: SABBATICAL LEAVE REPORT

TO THE SUPERINTENDENT/PRESIDENT:

In accordance with Article 33, Section K of the Agreement between Victor Valley Community College District and Victor Valley College Faculty Association CTA Chapter 1169, Associate Professor Richard Ripley's sabbatical report for fall 2005 is being submitted for your information.

RECOMMENDATION:

The sabbatical report listed is submitted for information.

REFERENCE FOR AGENDA: Yes

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

Signed *[Signature]*
Superintendent/President

ACTION TAKEN BY THE BOARD:

MOTION _____

SECOND _____

Ayes _____ Noes _____

INFORMATION ONLY X

World Wide Web Art Notebook Sabbatical Project

Richard Ripley
Art Department
Victor Valley College
ripleyr@vvc.edu

My sabbatical project to develop a resource website for the Art Department was challenging, demanding, and finally quite rewarding. The current Art Notebook is not exactly what I had envisioned when I made my sabbatical proposal but the changes I have made were all part of the knowledge I gained in undertaking the various projects necessary to build and establish the Art Notebook site. In many ways the Art Notebook fulfills my requirements and the needs of my students better than what I had envisioned and is superior in many ways to my original proposal.

During my sabbatical I undertook a number of projects. I researched sites on the Internet and collected information about how the type of online project I proposed for my sabbatical leave request had been implemented by other teachers and educators online. I also searched for examples where a department or school had implemented the type of art resource I proposed in my sabbatical leave request.

What I found was that in almost all cases, online resources for teachers were constructed and developed solely by the teachers themselves. I did not locate any department-wide Internet resources such as I had proposed in my sabbatical leave request. I was quite surprised by this but none of my searches for department-wide web sites of the kind I proposed in my sabbatical proposal provided much information. I decided that the best way to proceed would be for me to develop a teacher-centered web site that would accomplish many of the goals I had proposed in my sabbatical request. I reasoned if the site were solely the responsibility of one teacher then that teacher would be responsible for maintaining the site, updating the site, and determining outcomes from using the site. On the other hand, if the site I proposed to set up was designed for the entire Art Department, one person who administered the site would be responsible for not only their personal classes but for every other class offered by the department. I concluded that the best way to proceed would be to construct a site that only dealt with the classes I teach.

I next had to find some way to easily implement my Art Notebook, some way to easily collect information and publish it to the Internet. After just a short period of research, I found the perfect solution to my needs. Circus Ponies, Inc., makes a piece of software called NoteBook. NoteBook is a combination outliner and free-form database that lets you clip, annotate, and share unstructured information. NoteBook allows you to transfer photos, images, film clips, and sounds directly into a Notebook from any source. With NoteBook, I found that I could create an HTML version of any Notebook, which I could then publish on the Internet to share with my students. Even better, I could use my .Mac service to export Notebooks directly to my .Mac account, for instant access. Once I had found Circus Ponies NoteBook, I was off and running.

RECEIVED
MAY 19 2006

World Wide Web Art Notebook Sabbatical Project

Richard Ripley
Art Department
Victor Valley College
ripleyr@vvc.edu

I set up a test of Circus Ponies NoteBook with an initial notebook called Art Notebook. This notebook contains a Contents page with the following topics:

- Notebook last updated...
- Art Notebook Welcome
- Classes
- Articles, Thoughts, and Pictures
- Art Exhibits and Art Places To Go
- Web Site Links
- Quotes and Words
- Opportunities - Jobs, Internships, Competitions, Shows, Scholarships

The "Notebook last updated..." informs my students when the site was last updated.

The Welcome area serves to introduce the Art Notebook site to my students, outline the purpose of the site and introduce myself.

The classes area includes information for all the classes I teach. There is a section for general class handouts for all my classes and then sections for each class. The class sections contain links to pertinent sites for each class that I teach, articles that pertain to that particular class, syllabus and assignment information and general class tips. Each one of the main topics has various subtopics. For example, the main topic Classes has the following subtopics:

- General Class Handouts
- Art 105, Art Appreciation
- Art 125, Drawing I (Drawing and Composition)
- Art 133, Digital Imaging (Computer Graphics)
- Field Trips

The outline continues with subtopics for each of these topics. For example, the topic, Art 125, Drawing I (Drawing and Composition) has the following subtopics:

- Spring 2006 Syllabus
- Art 125 email and website addresses
- Art 125 Sites, Information, etc.
- Assignments

Along the side of the notebook outline, on the Contents page, is a "Changed" column. That column may be used by students to see when topics were last updated or changed.

World Wide Web Art Notebook Sabbatical Project

Richard Ripley
Art Department
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Each one of the main topics has a tab along the right side edge of the website. Students may click on one of these tabs, Contents, Classes, Articles, Art Shows, Sites, Words, Jobs to access a main topic page. For example a student could click on the Classes tab and be brought to a page listing all the classes I teach as well as supplemental information that pertains to every class I teach. After setting up the Art Notebook, I published the site to my .Mac server. Initially I had some difficulty publishing the Art Notebook to the Internet and with updating the site once I had gotten the site posted to the Internet but after some trouble shooting and testing with the very helpful owner of Circus Ponies, Jayson Adams, I was able to effortlessly post the site and make updates. The .Mac server that I use to post the Art Notebook site is part of a technology provided by Apple Computer for Macintosh's running the OS X operating system. I can also use the service from a computer running the Windows operating system, even though I haven't tried that alternative out.

The best way to learn about the Art Notebook site is to explore its' offerings. Here is a link to the site:

http://homepage.mac.com/rripley/VVC/Art_Notebook

You will need a password to be able to access the site. If you are interested in exploring the site I have constructed for my students, please email me and I will send you the password. I felt it best to password protect the site because I initially wanted to restrict access to the site to my students, interested faculty and administration. The site is built and designed for my students and the VVC community, not for the general public. If you do request a password, please do not share it with anyone. Thank you.

Currently, the Art Notebook contains over 135 pages of information, including course information (such as syllabi), articles, and links to other sites. The Art Notebook contains short video tutorials for Photoshop, information on choosing paper types and types of pencils, information on using Photoshop to color correct photographs, and much more. The site has information that is specifically for the classes I teach. The Art Notebook, besides providing essential information about my classes, also provides my art students with information about a wide range of skills and knowledge as well as current information about the arts. The information that students can access from the site may be used to enhance students learning about art and how art plays a part in their lives. I will be testing the site with my online Art 105 students and with my Art 125 and Art 133 studio classes this Spring, 2006 semester.

My online and studio students will learn about using the Art Notebook through in-class presentations and announcements online. A link to the Art Notebook is provided in my syllabus as well as on the VVC Blackboard site. Art Notebook information is available twenty-four hours a day through online Internet connections. The site is completely usable and available now (with a password) to my students and others.

World Wide Web Art Notebook Sabbatical Project

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The Art Notebook resides on Apple's .Mac servers and will reside there for the foreseeable future. This is the best location for the site as it presently exists. During my sabbatical research into department and individual Internet sites, I found out that most teachers who use the web as a supplement to their classes, run and maintain their sites solely on their own without any assistance from anyone else. I also discovered that setting up a department-wide web site or Art Notebook would be a tremendous undertaking. As well, it didn't seem as if many other faculty in other institutions created sites for the entire department but instead created sites for their own particular classes. Time and money constraints seemed to be the most cited factors in why this was the case. I actually think this is a good thing largely because teachers can update and change their sites in a matter of moments.

The Art Notebook website will be updated periodically. The website will be updated as often as I am able to find content for my classes that I deem relevant. I will be updating the site at least once a week during the Spring semester 2006 and Summer session 2006. While school is not in session or I am not teaching, I will update the site less often. I will test the Art Notebook site upon my return from sabbatical with art studio students and online students. The site is completely usable and functioning. Given the present implementation of the Art Notebook and the limitations of trying to adopt the site to the entire Art Department, for the foreseeable future the Art Notebook website located at http://homepage.mac.com/rripley/VVC/Art_Notebook will be maintained and updated by me.

I don't plan on integrating the Art Notebook into the course outline for any of the classes I teach. I see the Art Notebook as another teaching resource that I use in my classes, much like videos, DVD's, slide presentations, or Powerpoint presentations. The notebook is just another tool to provide content and information to my students and as such doesn't necessarily have to be specifically mentioned in course outlines or curriculum.

As the Art Notebook currently exists, there are no measurable outcomes or results. I had hoped that there would be a method to measure the number of "hits" the site received but the **Circus Ponies NoteBook** software I use to maintain and publish the site has not been upgraded yet to incorporate this feature. I have asked Jayson Adams at **Circus Ponies** to provide a "hit" counter but I am not sure when this will happen. The developer did mention that it was a feature that he would like to implement but wouldn't say when he would put a counting feature into the software. A new version of the software is expected in March and I am hoping that this update may provide this feature. If the software is not upgraded to provide a "hit" counter, then I will try to find another means to implement this feature. I do plan on doing informal surveys of my online and studio students to see if the site is being used and how. Student satisfaction with the art web site will be measured three months after the website is established with a series of online and in person assessment questionnaires. These questionnaires will be given to students who have accessed the site. Evaluation of the art web site will be ongoing with periodic online and in person assessment questionnaires. I anticipate that these questionnaires

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and evaluations will occur every 6 months after the initial evaluation of the site at three months. These assessments will be used to improve and enhance the sites effectiveness as a tool for learning about art.

The Art Notebook website is available to students taking my classes and to any interested faculty or administrators. I also plan on giving a presentation to the Art Department faculty about the software I have used to build the Art Notebook. The demonstration will include background information about the site and how individual instructors might build a site and maintain it. The resources I have discovered, such as the software I use to build and maintain the site and using the .Mac server will be discussed. In that way, the Art Notebook can serve as a resource and example of what is possible for interested faculty.

My art students now have full 24/7 access to a wide range of information, specifically: class outlines and assignments, articles and essays about art, art exhibits, web site links to other art resources on the web, access to posted jobs, competitions, art shows, and scholarships. The Art Notebook may be used by students to broaden their understanding of contemporary fine art and its place in their lives. Students in both my online and studio classes are able to access these resources at any time, day or night, and may utilize the resources for art classes at VVC, for their own interests, or to further their own careers.

The Art Notebook is not exactly what I had envisioned when I made my sabbatical proposal. In many ways the Art Notebook fulfills my requirements and the needs of my students better than what I had envisioned. The Art Notebook's smaller scale makes the resource much more responsive to the needs of an individual Instructor and to the varying needs of students. In this case small is definitely better. The Internet is a vast and constantly changing landscape. The field of art also changes constantly. My one person, one website approach to my sabbatical project makes for a resource that is more responsive to the needs of students better than a multi-teacher, multi-class, website. The Art Notebook sabbatical project was challenging and rewarding. I learned quite a lot from my research and from my experiences setting up the Art Notebook. I look forward to sharing what I have learned with my students and with faculty.