AGENDA

Victor Valley Community College District Board of Trustees Regular Meeting

Board Room, Administration Building Victorville, California

This meeting is electronically recorded.

March 8, 2005

CALL TO ORDER

4:00 p.m.

PLEDGE OF ALLEGIANCE

ACTION

1. CLOSED SESSION

(a) Government Code Section 54956.9:

CONFERENCE WITH LEGAL COUNSEL —

EXISTING LITIGATION: four (4) cases

Gloria Henderson vs. Victor Valley Community College,

Bettye Underhill, Nick Halisky, VCVVS 030263;

Nicholas Halisky and Cathleen Halisky vs. Victor Valley

Community College District, Dennis Henderson, et. al, VCVVS 026112;

Laymon Jordan vs. Victor Valley Community College District, VCVVS 034629;

Chris Wagenseller vs. Victor Valley Community College District, VCVVS 035285

(b) Government Code Section 54957.6:

CONFERENCE WITH LABOR NEGOTIATORS

Agency designated representatives: Bill Schmidt,

Willard Lewallen, Jeff Cooper, Thomas O'Neil;

Employee organizations: CSEA, CTA

(c) Government Code Section 54957:

DISCIPLINE/DISMISSAL/RELEASE OF A PUBLIC EMPLOYEE:

two (2) positions

(d) Government Code Section 54957:

PUBLIC EMPLOYEE EVALUATION:

Superintendent/President

Review of Probationary Faculty Evaluations

(e) Government Code Section 54956.9(b):

CONFERENCE WITH LEGAL COUNSEL -

POTENTIAL LITIGATION: one (1) case

(f) Government Code Section 54957:

HEARING OF CHARGES OR COMPLAINTS AGAINST A PUBLIC EMPLOYEE

[NOTE: This item will only be heard in Closed Session if it is not heard in Public Session as provided in Section 3.4.]

BOARD OF TRUSTEES: Tom Elder, Dorothy Franke, Dennis Henderson, Joe Range, Bettye Underhill, ASB Member

2.	RECONVENE TO OPEN SESSION		6 p.m.		
2.1	Action as a result of Closed Session Consider action as a result of Closed Session	YES_	_NO		
3.	GOVERNING BOARD				
3.1	Consider approval of the minutes of the February 8, 2005, regular Board meeting.	YES_	_NO		
3.2	Announcement that persons may speak to agenda items if the Agenda Discussion Form has been completed.	Info	ormation		
3.3	Agenda Additions/Revisions	YES_	_ NO		
PUB	LIC HEARING				
3.4	PUBLIC HEARING ON CHARGES OR COMPLAINTS AGAINST A PUBlic One (1) Position [NOTE: This item will be withdrawn if the affected individual does not reque be heard in public.]				
4.	REPORTS	Info	ormation		
4.1	Superintendent/President				
4.2	Instruction				
4.3	Student Services				
4.4	Administrative Services				
4.5	Human Resources				
4.6	Governmental Relations				
4.7	Foundation				
4.8	Board of Trustees				
4.9	Constituency Representatives a) ASB b) CCA c) CSEA d) Faculty Senate e) AFT Part-Time Faculty United f) Management				

4.10 Public Comments

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

5. CONSENT AGENDA

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

YES NO

a. <u>Notice of Completion, Air-Ex Air Conditioning, Inc.</u>

Consider approval of acceptance of the work, under the contract as complete, of Air-Ex Air Conditioning, Inc. for the replacement of the air conditioning unit at the Music building and direct the District to file the Notice of Completion.

b. Out-of-State Travel, Model United Nations Conference

Consider approval of out-of-state travel for Faculty Advisor Dino Bozonelos and the Model United Nations Club Members to attend and compete at the 2005 National Model United Nations Conference in New York City, March 21-27, 2005. Fiscal Impact: None to the District. The trip is to be paid through donations.

c. <u>Out-of-State Travel, National Student Nurses' Association Annual Convention</u>

Consider approval of out-of-state travel for Nursing faculty member Maggie Keil, and the California Nursing Student Association of Victor Valley College members to attend the National Student Nurses' Association Annual Convention in Salt Lake City, Utah, April 5-10, 2005. Fiscal Impact: None to the District. Each participant is responsible for the \$400 trip cost.

d. Out-of-Country Travel, Victoria, BC, Canada

Consider approval of out-of-country travel to Victoria, B.C., Canada, April 1-4, 2005, for music instructor Dr. Thomas Miller and the Victor Valley College Singers to participate in a performance tour organized by Classic Concerts International. Performances with the Victoria Symphony Orchestra and at Butchart Gardens have been scheduled. Fiscal Impact: None to the District. The cost of \$750 per person is to be paid by members of the group, assistance from ASB, and through fund raising.

e. <u>Student Travel, Women's Varsity Softball Team, UNLV, Las Vegas, NV</u> Consider approval of staff members (Rudy Aguilar, Head Coach; and Shawn Austin, Assistant Coach) to travel Las Vegas Nevada, with the VVC women's varsity softball team for a tournament at UNLV, April 8-9, 2005. Fiscal Impact: \$1,531.

f. Employee Out-of-State Travel

Consider approval of out-of-state travel for Jim Murray, Financial Aid Specialist and Veterans Certifying Official, to attend the National Association of Veterans Program Administrators (NAVPA) Board of Directors annual meeting in Washington, D.C., March 16-19, 2005. Fiscal Impact: None to the District. The total cost of the trip (approximately \$900) will be paid through the Department of Veterans Affairs.

g. <u>Board of Trustees Transfers and Payment Report</u> Consider approval of the transfers and payments as listed.

h. Non-Classified Employees

Consider approval of the non-classified appointments as listed.

i. Temporary Academic

Consider approval of the temporary academic appointments as listed.

j. Academic Ratification of Eminence Requests

Consider ratification of the eminence requests, as listed, for Mary Goborko, Child Development; and for Matthew Bullock, Head Coach – Men's Tennis.

k. Agreements

Consider ratification of the agreements as detailed below:

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

1. TANF-CDC Grant Agreement Modification #05-054-1

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

ACTION AGENDA

6. BOARD OF TRUSTEES

6.1 Excused Absence of Trustee

Consider adoption of a resolution, excusing the absence of Trustee Thomas M. Elder II from the February 8, 2005, regular meeting of the Board and allowing him to be compensated for that meeting.

YES NO

7. SUPERINTENDENT/PRESIDENT

No items.

8. INSTRUCTION

No items.

9. STUDENT SERVICES

9.1 Agreement, San Bernardino County Wide Area Network

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

YES___NO___

10. ADMINISTRATIVE SERVICES

10.1 Agreement, G&K Services

Consider approval of an agreement with G&K Services to supply and service uniform shirts for the Maintenance & Operations departments. The cost of this service will be partially offset by the cost of buying new shirts each year. Fiscal Impact: \$4,344 annually.

YES NO

10.2 Agreement, Hi Desert Alarm

Consider approval of the agreement with Hi Desert Alarm to install burglar alarm monitoring equipment, which will allow campus police to directly monitor this alarm system on campus. While the initial cost to install this system is \$9,000, it will save the District \$9,000 annually. Fiscal Impact: \$9,000.

YES NO

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

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

YES___NO___

10.4	Agreement, Cal K-12 Construction, Inc. (for C services for the Auxiliary Gym) Consider acceptance of the proposal from Cal K provide Construction Management services for t Auxiliary Gym. Fiscal Impact: \$216,374.40. funded and will be 100% reimbursable to the Discontinuous control of the Construction of th	1-12 Construction, Inc. to the seismic retrofit of the (This project is State-	YES	NO
10.5	Agreement, Nesdoor Automatic & Manual Door Consider approval of the agreement with Nesdo Door Service to furnish and install front and barn bus stop. Fiscal impact: \$7,325 to redevelopment funds available for this type of pro-	oor Automatic & Manual back doors at the scooter o be charged to local	YES	NO
10.6	Agreement, Gale/Jordan and Associates, Inc. Consider approval of the agreement with Gale/Jordan and air monitoring reconstruction of the Liberal Arts Building. expenditure, not to exceed \$20,000 (reimburs Office through the Hazardous Substances program	of the abatement and Fiscal Impact: Fund 71 sed by the Chancellor's	YES	NO
10.7	Donations Consider acceptance of the donations as listed through 01/31/05 as college property. The Foundation has made expenditures from cash do \$6,732.56 to specific funds as listed for Victor V	Victor Valley College onations in the amount of	YES	_NO
11.	HUMAN RESOURCES			
11.1	Academic First Year Contract Recommendations Following Closed Session, recommendations we contract status of the first year contract employee	ill be made regarding the		
	James Comer, History David Gibbs, Biology Tom Turner, Fire Technology	Sharon Satchell, Nursing Brian Hendrikson, Parame	dic	
	Recommendations may be to: a. Not enter into a contract for the following a b. Enter into a contract for the following acade c. Employ as a regular employee for all su	emic year	YES_ YES_	NO NO
	(tenure)	1	YES_	NO

	11.2	Academic Second	Year	Contract Recommendations
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Following Closed Session, recommendations will be made regarding the contract status of the second year contract employees listed below:

	Traci Marin, Respiratory Therapy Alice Ramming, Nursing Steve Nelle, Media Arts Sandy Thay Visser, Child Development Diane Wollan, Counseling Scott Jones, Paramedic	Bryce Campbell, English Joseph Estephan, Math Kelley Beach, Counseling Fonella Grimes, EOPS Coun W. Patrick Mauch, Math	ıseling	
	Recommendations may be to: a. Not enter into a contract for the following a	ncademic year	YES_	_NO
	b. Enter into a contract for the following two	academic years	YES	_ NO
	c. Employ as a regular employee for all su (tenure)	absequent academic years	YES_	_NO
11.3	Academic Tenure Recommendations Following Closed Session, recommendations we contract status of the third consecutive contract of Joseph Pendleton, Reading Specialist Brent Wood, Photography Leslie Huiner, Librarian Robert Feddersen, CIT David Rodriguez, Dance Shuron Taylor, Graphic Design Jeff Ridge, Math Ann Weis, Math Jacqueline Augustine-Carrerira, Speech	vill be made regarding the employees listed below: Neville Slade, Horticulture Bonnie Weathersby, Counse Melody Ricci, Biology Lynn Guardado, Dance Patricia Teel, English Claude Oliver, CIDG Patricia Jennings, Psycholog Robert Carlson, Math		
	Recommendations may be to: I. Employ the probationary employee(s) as a subsequent academic years II. Not employ the probationary employee(s)		YES_ YES_	NO _NO
11.4	Abolishment of Classified Position Consider adoption of the resolution to abolish			

11.5 Classification and Salary Study

Consider approval of the classification study results presented by the Hay Group as listed.

engineer, and authorize and direct the superintendent/president to give

notice of layoff to the incumbent in the network engineer position.

YES___NO___

YES NO

11.6 Change of Signatories

Consider approval of the signatories for the Keenan Select 401a profit-sharing plan: Dr. William Schmidt, administrator/trustee, and Mary Pringle, who replace Lois Kobz and Dr. Jim Williams.

YES___ NO___

11.7 Agreement, School and College Legal Services of California

Consider approval of an increase to the expenditure amount budgeted for the agreement with School and College Legal Services of California to provide limited, specialized legal consultation. The Board approved expenditures of \$5,000 on September 14, 2004. The District is requesting an additional \$5,000. Fiscal Impact: Fund 01 budgeted item, not to exceed \$10,000.

YES __NO___

11.8 Agreement, Law Offices of Dennis J. Walsh

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

YES___NO___

11.9 Revised Agreement, Norman A. Traub Associates

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

YES___NO__

12. FOR INFORMATION ONLY

12.1 Academic Resignations

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

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

12.2 Monthly Financial Statements

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

13. ADJOURNMENT

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

I, Penelope Majeske, Executive Assistant to the Superintendent/President, do hereby certify that I caused to be posted the foregoing agenda on Thursday, Thursday, March 3, 2005, at 4:00 p.m. pursuant to California Government Code §54954.2.

Penelope A. Majeske, Executive Assistant to the Superintendent/President

MINUTES

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT BOARD OF TRUSTEES

Regular Meeting

Board Room – Administration Building Victorville, California

February 8, 2005

4:30 p.m.

CALL TO ORDER:

The Board of Trustees of Victor Valley Community College District met in Open Session on February 8, 2005, in the Board Room of the Administration Building. Mr. Joe Range, Board President, called the meeting to order at 4:34 pm.

PLEDGE OF ALLEGIANCE:

Dr. Bettye Underhill led the audience in the Pledge of Allegiance to the flag.

MEMBERS PRESENT:

Mr. Joe Range, Board President; Dennis Henderson, Vice President (arrived at 4:40 p.m.); Dr. Bettye Underhill, Clerk; and Dr. Dorothy Franke, Trustee. (ASB President and Student Trustee Eddie Miro arrived for Open Session at 5:50 p.m.)

MEMBERS ABSENT:

Thomas M. Elder II, Trustee

STAFF/GUESTS PRESENT:

Dr. Patricia A. Spencer, Mr. Jeff Cooper, Mr. Bruce Baron, Dr. Willard Lewallen, Dr. Tom O'Neil, Mr. Richard Porter, Mr. Nick Parisi, Mrs. Penelope Majeske, other staff, and members of the public.

CLOSED SESSION

Mr. Range recessed the Open Session at 4:35 p.m., and the Board met in Closed Session from 4:35 p.m. to 6:25 p.m. to discuss the following:

1. CLOSED SESSION

(a) Government Code Section 54956.9:

CONFERENCE WITH LEGAL COUNSEL —

EXISTING LITIGATION: four (4) cases

Gloria Henderson vs. Victor Valley Community College,

Bettye Underhill, Nick Halisky, VCVVS 030263;

Nicholas Halisky and Cathleen Halisky vs. Victor Valley

Community College District, Dennis Henderson, et. al, VCVVS 026112;

Laymon Jordan vs. Victor Valley Community College District, VCVVS 034629; Chris Wagenseller vs. Victor Valley Community College District, VCVVS 035285

(b) Government Code Section 54957.6:

CONFERENCE WITH LABOR NEGOTIATORS

Agency designated representatives: Bill Schmidt,

Willard Lewallen, Jeff Cooper, Thomas O'Neil;

Employee organizations: CSEA, CTA

(c) Government Code Section 54957:

DISCIPLINE/DISMISSAL/RELEASE OF A PUBLIC EMPLOYEE:

two (2) positions

(d) Government Code Section 54957:

PUBLIC EMPLOYEE EVALUATION:

Superintendent/President

Review of Probationary Faculty Evaluations

(e) Government Code Section 54957:

HEARING OF CHARGES OR COMPLAINTS AGAINST A PUBLIC EMPLOYEE [NOTE: This item will only be heard in closed session if it is not heard in public session as provided in Section 3.4.]

Break

6:25 p.m. to 6:35 p.m.

OPEN SESSION

The Board reconvened to Open Session at 6:35 p.m.

ACTION AS A RESULT OF CLOSED SESSION

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

GOVERNING BOARD

It was MSC (Underhill/Franke, 4 yes, 0 no) to approve the minutes of the January 11, 2005, regular Board meeting, and the minutes of the January 25, 2005 special Board meeting.

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

AGENDA ADDITIONS,

REVISIONS:

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

REPORTS:

Superintendent/President

Dr. Spencer reported that Trustee Thomas Elder was readmitted, unfortunately, to the hospital with bronchitis. However, he has been released from the hospital and is recuperating.

The Alumni Hall of Fame was a wonderful event, honoring several people who have been committed to and supportive of the college. Dr. Spencer thanked the Foundation and all those who worked so hard to make it a success.

Spring Semester begins this Monday, and the college is advertising to announce the beginning of the semester.

Instruction

Mr. Cooper reported that we are preparing for the beginning of the Spring Semester, and Winter Session will end this Thursday. Registrations for both Winter and Spring were conducted simultaneously, and the college's enrollments are strong. At census, we had approximately 3,500 students, and only about 400 students have dropped out since then. Spring is looking very good, and we anticipate achieving our targeted 6% growth.

Mr. Cooper will be inviting Neville Slade to come to the March Board meeting to discuss the agriculture department. In addition, John Rude will be sharing the successes of the Theatre Department.

Student Services

Dr. Lewallen announced that we have already picked up approximately 4% growth from the Winter Session enrollment. Additionally, the college was awarded a Title V grant (approximately \$2.5 million). The college will also be working on a cooperative grant with Taft College and the University of LaVerne.

Administrative Services

Mr. Bruce Baron reported that he recently attended the budget conference in Sacramento with Mr. Cooper and Mr. Greulich. Information from that conference will be included in his budget presentation to the Board later in this evening's meeting.

Foundation

Foundation President Diana O'Malley reported that the Foundation was continuing its work on four Community Development Block grants to assist with the college's architectural barrier removal plan to make the campus buildings more accessible. She also reported on the success of the recent Alumni Hall of Fame event and extended appreciation for the volunteer efforts of several college employees including: Bill Greulich, Annette McComas, Shirley Snell-Gonzalez, Starla Underwood, and Margie Lough. The Associated Student Body and Restaurant Management also contributed to the event's great success. She also thanked Dr. Franke for serving on the jury selection committee for the Alumni Hall of Fame. Unofficially, Ms. O'Malley also reported that the Foundation reached The Legacy Campaign's \$2.1 million goal. details will come when the Foundation completes an audit of the campaign. Joe Range joined Ms. O'Malley in congratulating and thanking the Foundation staff on their successful fundraising campaign. Lastly, she reported that Ginger Ontiveros, Foundation Executive Director, has been appointed as the Membership Chair of the Network for California Community College Foundations.

Board of Trustees

Dr. Underhill reported that she received calls from several of the local school districts. Many of them are changing their elections from odd years to even years to coincide with the general elections.

Joe Range reported that he attended the budget meeting in Sacramento with Bill Greulich and Bruce Baron and had the opportunity to visit with Dennis Mountjoy, Sharon Runner, and George Runner.

ASB

Eddie Miro, ASB President, reported that the high school conference last month was a huge success; six high schools were represented. He thanked Dr. Spencer, Margaret Kagy, and Robert Sewell for their participation. He also announced that ASB helped sponsor the Kennedy Center/American College Theatre Festival trip to Phoenix and the College Singers' trip to Vancouver. He introduced Blanca Gomez, who talked about the American Student Association of Community Colleges (ASACC) National Conference on Advocacy, which will be held March 19-22, 2005, in Washington, D.C.; approximately seven VVC students will be attending the conference.

CCA

None.

CSEA

Kevin Crowley reported on behalf of Arlene Greene. Negotiations are still on-going with two items in arbitration: sign language interpreters and the upward mobility program.

Faculty Senate

No report.

AFT Part-Time Faculty United

No report.

Management

Robert Sewell recognized the staff from the Print Shop, Bev Heiner and Scott Mulligan, for their very fine work in producing many of the college's documents. In addition, Mr. Cooper and Mr. Range added their thanks to Ms. Heiner and Mr. Mulligan on behalf of the administration and the Board.

Public Comments

Ms. Eva Slade has been a student at VVC for approximately 1½ years, majoring in computer science. According to Ms. Slade, several of her classes had been canceled due to low enrollment.

5. CONSENT AGENDA

It was MSC (Franke/Underhill, 4 yes, 0 no) to approve Consent items 5.a through 5.l.

a. Amended Agreement, Child Development Services #FCTR-4102
Consider approval of the amended agreement with the California
Department of Education for Child Development Services contract
#FCTR-4102 for the 2004-2005 fiscal year. The Maximum
Reimbursable Amount (MRA) payable pursuant to the provisions of
this agreement shall be amended by deleting reference to \$157,901
and inserting \$161,706 in place thereof. Fiscal Impact: An
additional \$3,805 to the District.

b. <u>Agreement for Educational Affiliation Agreement, Community</u> Hospital of San Bernardino

Consider approval of an Educational Affiliation Agreement with Community Hospital of San Bernardino to provide education facilities for clinical practice for students enrolled in the VVC Registered Nurse and Respiratory Therapy Programs. Fiscal Impact: None.

c. <u>Education Affiliation Agreement, St. Bernardine Medical Center of Catholic Health Care West</u>

Consider approval of the Education Affiliation Agreement with Community Hospital of San Bernardino and St. Bernardine Medical Center of Catholic Health Care West to provide education facilities for clinical practice for students enrolled in the VVC Registered Nurse and Respiratory Therapy Programs. Fiscal Impact: None.

d. Agreement for Personal Services, Luis Pena

Consider approval of the Agreement for Personal Services with Luis Pena for the period of February 14, 2005, through June 30, 2005, to conduct maintenance and repair on all weight room equipment on an as-needed basis. Fiscal Impact: Not to exceed \$3,250.

e. <u>Board of Trustees Transfers and Payment Report</u> Consider approval of the transfers and payments as listed.

f. Classified Position Increase

Consider approval of increasing the deaf and hard of hearing specialist from a 50% classified position to a 100% classified position at Range 14.

g. Non-Classified Employees

Consider approval of the non-classified appointments as listed.

h. Temporary Academic

Consider approval of the temporary academic appointments as listed.

i. Agreements

Consider ratification of the agreements as detailed below:

Vendor/Consultant	Service	Amount
Maximus-Asset Management Services	Annual Service Plan for Software Support— 04/01/04 – 04/01/05	\$ 795.00
Environmental Systems	Maintenance Service Contract for BAR 97	\$3,400.00
Products Holdings Inc.	smog machine	
-	TOTAL	\$4,195.00

j. <u>Agreement, San Bernardino County Community Development Block</u> Grant (CDBG)

Consider approval of the agreement with the County of San Bernardino to receive \$50,000 in Community Development Block Grant (CDBG) funds for the installation of approximately 17 sets of interior and exterior automatic door openers for buildings on the campus. The grant application was submitted and approved through the efforts of the Victor Valley College Foundation staff, and the improvements are necessary to comply with the Americans with Disabilities Act. Fiscal Impact: \$50,000 grant income.

k. Electronic Signature Key

Consider approval of Bruce Baron, Vice President, Administrative Services, as authorized electronic signature key user for the period February 9, 2005, through June 30, 2005. This authorization is for the commercial order and transfer of expenditures programs. Fiscal Impact: None.

1. Authorized Agent to the Joint Powers Authorities

Consider approval of Bruce Baron, Vice President, Administrative Services, as the Victor Valley Community College District representative to the Statewide Association of Community Colleges Joint Powers Authority (SWACC-JPA) and the Protected Insurance Program for Schools Joint Powers Authority (PIPS-JPA) for fiscal year 2004-2005. Fiscal Impact: None.

ACTION AGENDA

6. BOARD OF TRUSTEES

6.1 Excused Absence of Trustee

It was MSC (Henderson/Underhill, 4 yes, 0 no) to adopt a resolution, excusing the absence of Trustee Thomas M. Elder II from the January 11, 2005, regular meeting of the Board and allowing him to be compensated for that meeting.

7. SUPERINTENDENT/PRESIDENT

7.1 Out-of-State Travel

It was MSC (Underhill/Franke, 4 yes, 0 no) to approve the out-of-state travel and expenses for Robert A. Sewell, Margarita Barbosa, or Shirley Snell-Gonzalez, and students Jonathan Barbatoe, Blanca Gomez, Richard Saldana, Lidia Maylath, Marky-Warren Ipac, Aleshia Hughes, and Robert Cunningham to attend the American Student Association of Community Colleges (ASACC) National Conference on Advocacy, March 19-22, 2005, in Washington, D.C. Fiscal Impact: ASB budgeted item, approximately \$7,000.

8. INSTRUCTION

No items.

9. STUDENT SERVICES

9.1 Agreement, EPOS Corporation

It was MSC (Henderson/Underhill, 4 yes, 0 no) to approve the agreement with EPOS Corporation to provide annual support and maintenance for the college's voice response system for telephone registration. Fiscal Impact: Budgeted Item, \$7,127 for 2004-2005.

9.2 Agreement, John Cade (Extension of Date)

It was MSC (Franke/Henderson, 4 yes, 0 no) to approve the amendment to the agreement with John Cade, an independent contractor, to extend the agreement to June 30, 2005. There are no additional changes to the original agreement. Fiscal Impact: None; budgeted item, no dollar increase from the original agreement.

9.3 Agreement, Strata Information Group (Amended)

It was MSC (Underhill/Franke, 4 yes, 0 no) to approve the amended agreement with Strata Information Group, an independent consulting firm, for consulting assistance in the implementation of AccessVVC (Datatel Colleague). Fiscal Impact: One-time dollars available through Board Financial Assistance Program augmentation, no impact on the District budget. Amount of agreement increased by \$31,387.50.

9.4 Agreement (Amended), MLS Technologies

It was MSC (Underhill/Franke, 4 yes, 0 no) to approve the amended agreement with MLS Technologies, Inc., an independent contractor, for consulting assistance in the implementation of AccessVVC (Datatel Colleague). Fiscal Impact: One-time dollars available through Board Financial Assistance Program augmentation, no impact on the District budget. Amount of agreement increased by \$40,000.

10. ADMINISTRATIVE SERVICES

10.1 Agreement, Spencer/Hoskins and Associates

It was MSC (Franke/Underhill, 4 yes, 0 no) to ratify the agreement with Spencer/Hoskins and Associates for architectural services for the Seismic Replacement of the Gymnasium. Fiscal Impact: \$232,000 from State Construction Allocation.

10.2 Surplus Property Donation

It was MSC (Henderson/Franke, 4 yes, 0 no) to approve the declaration that five (5) hospital beds have been surveyed and determined to be surplus property and direct the District to dispose of the items as donations to charitable organizations.

10.3 Donations

It was MSC (Range/Henderson, 4 yes, 0 no) to accept the donations as listed for the period 10/01/04 through 12/31/04 as college property. The Victor Valley College Foundation has made expenditures from cash donations in the amount of \$76,617.18 to specific funds as listed and \$142,356.38 to scholarship funds.

10.4 Agreement, Affiliated Computer Services, Inc.

It was MSC (Underhill/Franke, 4 yes, 0 no) to approve the renewal agreement with Affiliated Computer Services to fulfill the District's obligation to report student information to the Internal Revenue Service and to provide 1098-T reporting requirements for Tax Year 2004. Fiscal Impact: Budgeted Item from Fund 01, not to exceed \$16,500.

10.5 Quarterly Fiscal Status Report

It was MSC (Underhill/Henderson, 4 yes, 0 no) to receive the December 31, 2004, quarterly fiscal status report.

10.6 Change Order, Air-Ex Air Conditioning, Inc.

It was MSC (Franke/Henderson, 4 yes, 0 no) to approve the change (Change Order No. 1) to the contract with Air-Ex Air Conditioning, Inc. for heating and air conditioning retro-fit and replacement in the Music Building. Fiscal Impact: \$2,074.99, Fund 71 Expenditure, reimbursed by the Chancellor's Office.

10.7 Change Order, Tri Span, Inc.

It was MSC (Underhill/Franke, 4 yes, 0 no) to approve the change (Change Order No. 1) to the contract with Tri-Span, Inc. for asbestos abatement and re-spray of the breezeway. Fiscal Impact: \$35,673 from Local Redevelopment Funds.

10.8 Agreement, CHJ, Inc.

It was MSC (Underhill/Franke, 4 yes, 0 no) to approve the agreement with CHJ, Inc. to perform a geotechnical investigation and seismic hazards report on the proposed building site for the new Adaptive Physical Education Building. Fiscal Impact: Not to exceed \$11,440; funds currently available in Fund 71, Capital Construction.

11. HUMAN RESOURCES

11.1 Administrative/Management/Confidential Payment of Accrued Vacation Days

It was MSC (Range/Henderson, 4 yes, 0 no) to approve payment for potential accrued vacation hours for the following administrative management employee. (Because absence reports cannot be finalized before the employee's last day of work, the maximum number of accrued vacation hours/pay is listed.)

Louis Zellers, Interim Vice President, Administrative Services, not to exceed 12 days, \$6061.44. Fiscal Impact: Budgeted.

12. FOR INFORMATION ONLY

12.1 Budget Update

Mr. Bruce Baron, Vice President, Administrative Services, presented a budget update on the status of the state budget and its possible financial impact on Victor Valley College. (A hard copy of his presentation will be kept on file in the President's Office.)

12.2 Legislation Update

Mr. Bill Greulich, Director of Marketing and Governmental Relations, presented information concerning the direction the Governor, the legislature, the Board of Governors, and the Chancellor's Office are headed with the governance process for this new year. This report outlined initiatives and proposals for legislation, mandates, or suggested changes in regulations that might have an effect on the operation or budget of Victor Valley College. (A copy of Mr. Greulich's report will be kept on file in the President's Office.)

Mr. Range said that the community colleges need to work together to come up with an agenda to present to the State Legislature.

12.3 Organizational Chart

The organizational chart for Victor Valley Community College District, showing some minor shifts in responsibilities and reporting lines, was presented to the Board of Trustees as an information item.

12.4 Monthly Financial Statements

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

12.5 Classified Resignations

The following classified resignations have been received and accepted by the superintendent/president per Board Policy 7350:

- 1. Elaine Burch, classified special in the Bookstore and ticket sales, effective December 22, 2004.
- 2. Sheila Moy, EOPS specialist, effective February 28, 2005.

12.6 Classified Memorandums of Understanding

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

1. Amy Kolher, Carole Stump, James Doug Hannaman, and Robert Lee: change of working hours as listed.

	The District is required to file the Partwith the Chancellor's Office. A copy was	Time Faculty Compensation Expenditure Report s provided to the Board for information.
13.	ADJOURNMENT	
	The meeting was adjourned at 7:50 p.m.	
		Respectfully submitted, Patricia A. Spencer, Ph.D. Secretary
APPF	ROVED:	
Joe R	Lange, President	
Betty	e Underhill, Ph.D., Clerk	Date Approved

12.7 Part-Time Faculty Compensation Expenditure Report

ADMINISTRATIVE SERVICES

MARCH 8, 2005

TOPIC: NOTICE OF COMPLETION – AIR-EX AIR CONDITIONING, INC.

TO THE SUPERINTENDENT/PRESIDENT:

Air-Ex Air Conditioning, Inc. has completed the replacement of the air conditioning unit at the Music building. The general conditions contained in the construction agreement state the final payment of ten percent (10%) of the value of the work done under the contract, if unencumbered, shall be made thirty-five (35) days after acceptance of work by the district. Acceptance can only be made by an action of the governing board or by an administrator for the district specifically authorized by the board, in a public meeting, to accept the work under the contract as complete.

Fiscal impact: There is no cost to file a Notice of Completion.

D.	$\mathbf{F}C$	\cap	ΛN	/FN	J	Δ٦	ΓTC	M.

e work of Air-Ex Air Conditioning, Inc. for the usic building and direct the district to file the
1 / 1
gned:
Vice President, Administrative Services

TRANSMITTED TO THE BOARD WITH A FAVORABLE RECOMMENDATION:

	Signed: Homel's
	Superintendent/President
ACTION TAKEN BY THE BOARD:	
MOTION	
SECOND	Ayes Noes
NFORMATION ONLY	

RECORDING REQUESTED BY Victor Valley Community College District AND WHEN RECORDED MAIL TO	
NAME Facilities Construction	
STREET ADDRESS 18422 Bear Valley Road	
CITY Victorville STATE California ZIP	
L 92395	
	SPACE ABOVE THIS LINE FOR RECORDER'S USE

NOTICE OF COMPLETION

	NOTICE OF COMPLETION
No	tice pursuant to Civil Code Section 3093, must be filed within 10 days after completion. (See reverse side for complete requirements.) tice is hereby given that: The undersigned is owner or corporate officer of the owner of the interest or estate stated below in the property hereinafter described:
1.	The full name of the owner is VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
2.	The full address of the owner is 18422 Bear Valley Road; Victorville, California 92395
3.	
4.	The nature of the interest or estate of the owner is: In fee. **in fee**
	(If other than Fee, strike "In fee" and insert, for example, "purchaser under contract of purchase," or "Lessee")
5.	The full names and full addresses of all persons, if any, who hold title with the undersigned as joint tenants or as tenants in common are:
	NAMES ADDRESSES
	NONE
 6.	The full names and full addresses of the predecessors in interest of the undersigned, if the property was transferred subsequent to the commencement of the work or improvements herein referred to:
	NAMES ADDRESSES
	NONE
7. 8.	A work of improvement on the property hereinafter described was completed on March 1, 2005. The work done was: Replace Air Conditioning Unit - Music Building The names of the contractor, if any, for such work of improvement was Air-Ex Air Conditioning, Inc.
	157 Gentry Street, Pomona, California 91767-2184 November 10, 2004
	(If no contractor for work of improvement as a whole, insert "None") (Date of Contract) Victorville
	The property on which said work of improvement was completed is in the City of VICTOTVIILE unty of San Bernardino, State of Calif, and is described as follows: APN: 482.022.06
10	The street address of said property is 18422 Bear Valley Road [If no street address has been officially assigned, insert *none*.]
Dat	ted 3/1/05 (Signature of Owner or corporate officer of Owner named in paragraph 2, or his agent) Stephen Garcia, Director Maintenance & Operations
	I, the undersigned, say: I am the Vice President the declarant of the foregoing Notice of Completion; I have read said Notice of Completion and know the contents thereof; the same is true to my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.
	Executed on,at <u>Victorville</u> , <u>California</u> .
	(Personal signature of the individual who is swearing that the contents of the Notice of Completion are true)

Before you use this form, fill in all blanks, and make whatever changes are appropriate and necessary to your particular transaction. Consult a lawyer if you doubt the form's fitness for your purpose and use. Wolcotts makes no representation or warranty, express or implied, with respect to the merchantability or fitness of this form for an intended use or purpose.



INSTRUCTION

MARCH 8, 2005

TOPIC: OUT-OF-STATE STUDENT TRAVEL

TO THE SUPERINTENDENT/PRESIDENT:

Approval is requested for Dino Bozonelos, Faculty Advisor, and the Model United Nations Club members listed below to attend and compete at the 2005 National Model United Nations Conference in New York City from March 21, 2005 thru March 27, 2005.

Camille Ellison Kenneth Hanour Kevork Kazanjian Yuriy Kopets Robert Olson
Jeffrey Peacock
Rachel Skifton
Robert Valentine

Paul Lawrence Daniel Leyva Adriana Meehan Jillian Van De Merghel Nick Warino

Chance Winberry

Fiscal Impact: None to the District. The trip is to be paid for through donations.

RECOMMENDATION:

INFORMATION ONLY

It is recommended that the Board of Trustees approve travel for Dino Bozonelos and the Model United Nations Club members, as listed above, to attend and compete at the 2005 National Model United Nations Conference in New York City.

REFERENCE FOR AGENDA: No	Signed Il Daw
	Deputy Superintendent/Executive
	Wice President, Instruction
TRANSMITTED TO THE BOARD WITH A FAV	VORABLE RECOMMENDATION:
	Signed Sommer
	Superintendent/President
ACTION TAKEN BY THE BOARD:	
MOTION	
SECOND	Ayes Noes

INSTRUCTION MARCH 8, 2005

TOPIC: OUT-OF-STATE STUDENT TRAVEL

TO THE SUPERINTENDENT/PRESIDENT:

Approval is requested for Maggie Keil, Nursing faculty, and the California Nursing Student Association of Victor Valley College members, as attached, to attend the National Student Nurses' Association Annual Convention in Salt Lake City, Utah from April 5, 2005 through April 10, 2005.

Fiscal Impact: None to the District. Each participant is responsible for the \$400 trip cost.

RECOMMENDATION:

It is recommended that the Board of Trustees approve travel for Maggie Keil, Nursing faculty, and the California Nursing Student Association of Victor Valley College members, as attached, to attend the National Student Nurses' Association Annual Convention in Salt Lake City, Utah.

REFERENCE FOR AGENDA: YES	Signed A Com
	Deputy Superintendent/Executive Vice President, Instruction
TD ANGMITTED TO THE BOARD WITH.	A FAVORARI E RECOMMENDATION:

Signed Superintendent/President

ACTION TAKEN BY THE BOARD:

MOTION______

SECOND_____ Ayes___ Noes____

INFORMATION ONLY

National Student Nurses' Association Annual Convention Salt Lake City, Utah April 5-10,2005

California Nursing Student Association of Victor Valley College Members

- 1. Angelita Garcia
- 2. Bonnie Jones
- 3. Corrinne Volta
- 4. Dean Hancock
- 5. Deborah Romero
- 6. Edee Nicola
- 7. Jennifer Mojica
- 8. Kim Anderson
- 9. Luis Gallinger
- 10. Matt Barrett
- 11. Pam Payne
- 12. Rainbow Stephens
- 13. Randy Lim
- 14. Robin Crandall
- 15. Tomi Pollock

INSTRUCTION

MARCH 8, 2005

TOPIC: OUT-OF-COUNTRY TRAVEL

TO THE SUPERINTENDENT/PRESIDENT:

Permission is requested for Dr. Thomas Miller, music instructor, and the Victor Valley College Singers, as attached, to be out of the country traveling to Victoria BC Canada from April 1, 2005 through April 4, 2005, to participate in a performance tour organized by Classic Concerts International. Performances with the Victoria Symphony Orchestra and at Butchart Gardens have been scheduled.

Fiscal Impact: None to the District. The cost of \$750 per person is to be paid by members of the group, assistance from ASB and through fund raising.

RECOMMENDATION:

It is recommended that the Board of Trustees approve out of country travel to Victoria BC Canada for Dr. Thomas Miller and the College Singers.

REFERENCE FOR AGENDA: YES	Signed Signed
	Debuty Superintendent/Executive Vice President

TRANSMITTED TO THE BOARD WITH A FAVORABLE RECOMMENDATION:

Signed Symmen	
Superintendent/President	

ACTION TAKEN BY THE BOARD:	
MOTION	
SECOND	Ayes Noes
NFORMATION ONLY	

Request for Board Approval for the College Singers Performance Tour to Victoria BC Canada, April 1-4 2005

Dr. Thomas E. Miller

The following people are participating in the College Singers performance Tour organized by Classic Concerts International to perform with the Victoria Symphony Orchestra in Victoria B.C. Canada. The cost per person is \$750, to be covered by members of the group, assistance by the ASB and through fund raising. There is no direct cost to the district.

The performance will combined one other college choir and 4 high school choirs with the members of the College Singers to perform Gonoud's St. Cecelia Mass under the direction of guest conductor Will Kesling. The opportunity to perform with an outstanding professional orchestra in a fine concert hall provides an exceptional set of educational opportunities for VVC music students, allowing them to experience first hand the culture of professional musical performance. In a sense, there is no better classroom.

In addition to the main performance, the College Singers have been invited to sing an individual performance at the world renown Butchart Gardens, during a tour of these beautiful gardens on April 2.

Basic Itinerary:

Friday: Fly Ontario to Seattle, bus/ferry to Victoria; evening choral rehearsal

Saturday: Morning choral rehearsal; afternoon tour & performance at Butchart Gardens; evening free

Sunday: Morning free; afternoon dress rehearsal with the orchestra; evening concert

Monday: Ferry/Bus to Seattle; fly to Ontario; return home

Airline List—Victor Valley College

- 1-Mandi Alane Guinn
- 2-Lacy Ann Behunin
- 3-Gena Sue Behunin
- 4-Shannon Alisha Miller
- 5-Jazmin Martinez Ramirez
- 6-Tashianna Lenay Granados
- 7-Maria Barnett
- 8-Mary Kathleen Orescanin
- 9-Amanda May Stevens
- 10-RayNisha Lauraine Mitchell
- 11-Rebecca Anne Hartness
- 12-April Heather Weaver
- 13-Rachel Ann Bartle
- 14-Andrew Ryan Flores
- 15-Christopher Jon Turner
- 16-Rhonert Munar Pascual
- 17-Brion Allan Wohosky
- 18-Ricky Lynn-Bell Gentry
- 19-Jacob Daniel Bartle
- 20-Javier Alcantara-Rojas
- 21-Armen Christopher Rashidzadeh
- 22-John Paul Hoskins
- 23-Amanda Lynn Wright
- 24-Joseph Arthur Eldredge
- 25-Andrew Charles Read
- 26-Shane Douglas Cottrell
- 27-Monica Louise Bowser
- 28-Rebecca Lynn Almeida
- 29-Jason David O'Connor
- 30-Erika Raelyn Covarrubias
- 31-Jennifer Rebekah Downs
- 32-Hana Kim
- 33-Linda Darwin-Ladage
- 34-Brittany Thomas
- 35-Kimberly Susan Hylton (and service dog)
- 36-Patricia E. Milhan
- 37-Raymond Richard Alvarez Finlay
- 38-Kelley A. Hutzley
- 39-Kathy L. Aughenbaugh
- 40-Faith A. Miller
- 41-Jacob Wayne Harman
- 42-Brooke Hampton
- 43-Thomas Edward Miller, Director

TOPIC: STUDENT TRAVEL

TO THE SUPERINTENDENT/PRESIDENT:

The women's varsity softball team will be traveling for a tournament to UNLV, Las Vegas, Nevada. The tournament will be held April 8-9, 2005.

Fiscal Impact: \$1,531.00

Staff Attending:

Rudy Aguilar, Head Coach

Shawn Austin, Assistant Coach

Varsity Softball Team Attending:

Katee Andrews Nicole Camarena Valerie Delgado Sarah McDaniel Brittany Osburn Jessica Pollard Amity Quinones Chloe Replogle Erika Romero Meagan Townsend Nicole VonAllmen Michelle Wroten

RECOMMENDATION:

It is recommended that the Board of Trustees approve staff and student travel and expenses to attend the women's softball tournament from April 8-9, 2005, in Las Vegas, Nevada.

REFERENCE FOR AGENDA: YES

Vice President. Student Services

TRANSMITTED TO THE BOARD WITH A FAVORABLE RECOMMENDATION:

	Signed: Superintendent/President
ACTION TAKEN BY THE BOARD:	
MOTION	
SECOND	Ayes Noes
INFORMATION ONLY	

VICTOR VALLEY COLLEGE RAMS SOFTBALL 2005

<u>Date/Day</u>	Opponent	<u>Place</u>	Time
February			
02 - Wed	Orange Coast College	Huntington Beach	3:0 0 pm
05 - Sat	Santa Barbara CC (DH)	Santa Barbara	TBA T
09 - Wed	Citrus College	Victorville	3:00 pm
10 - Thur	L.A. Valley College	Victorville	3:00 pm
13 - Sun	Cypress & Merced (DH)	Cypress	TBA
19 - Sat	Taft College (DH)	Victorville	12 & 2 pm
	ROUND 1		
March		•	
04 - Fri	Rio Hondo College*	Victorville	3:00 pm
05,06/Sat, Sun	Fresno City Tournament	Fresno	TBA
07 - Mon	Antelope Valley College*	Lancaster	3:00 pm
09 - Wed	BYE		1
11-13/Fri-Sun	Golden West Tournament	Huntington Beach	TBA
16 - Wed	San Bernardino Valley College*	Victorville	3:00 pm
18 - Fri	Mt. San Jacinto College*	Menifee	3:00 pm
23 - Wed	College of the Desert*	Palm Desert	3:00 pm
25 - Fri	Chaffey College*	Victorville	3:00 pm
20 W 1	ROUND 2		
30 - Wed	Rio Hondo College*	Whittier	3:00 pm
April			
01 - Fri	BYE		
06 - Wed	Antelope Valley College*	Victorville	3:00 pm
13 - Wed	San Bernardino Valley College*	San Bernardino	3:00 pm
8-9 – Fri-Sat	Las Vegas "Getaway" Tournament	UNLV	TBA
15 - Fri	Mt. San Jacinto College*	Victorville	3:00 pm
18 - Mon	Saddleback College	Mission Viejo	5:00 pm
20 - Wed	College of the Desert*	Victorville	3:00 pm
22 - Fri	Chaffey College*	Rancho Cucamonga	3:00 pm

^{*} Denotes Conference Games

Head Coach: Rudy Aguilar Asst. Coach: Shawn Austin

** Denotes Double Headers

President/Superindent: Dr. Patricia Spencer Interim Athletic Administrator: Richard Porter

Julia A "Jaye" Tashima, VVC Athletic Director

Rev. 1/14/05

18422 Bear Valley Road Victorville, CA 92395 (760) 245-4271/Athletic Office Ext. 2444/Athletic Director Ext. 2383 STUDENT SERVICES

MARCH 8, 2005

TOPIC: EMPLOYEE OUT-OF-STATE TRAVEL

TO THE SUPERINTENDENT/PRESIDENT:

For the past three years, Veterans Certifying Official and Financial Aid Specialist Jim Murray has been elected to the Board of Directors of the National Association of Veterans Program Administrators (NAVPA) to represent California. Victor Valley College has maintained a membership in this organization for the past ten years. The NAVPA holds one meeting each year in Washington, D.C., to offer its members an opportunity to speak with our representatives, voice concerns, and lobby for changes in Veterans educational programs and funding for the colleges to administer the Veterans programs.

Fiscal Impact: None to the District. The total cost of the trip (approximately \$900) will be paid through the Department of Veterans Affairs.

RECOMMENDATION:

It is recommended that the Board of Trustees approve out-of-state travel for Jim Murray to attend the NAVPA Board of Directors annual meeting in Washington, D.C., March 16-19, 2005, at no cost to the District.

REFERENCE FOR AGENDA: YES	Signed: WWW FUND
	Vice President, Student Services
TRANSMITTED TO THE BOARD WITH A F	FAVORABLE RECOMMENDATION:
	Signed: Suncin
	Superintendent/President
ACTION TAKEN BY THE BOARD:	
MOTION	
SECOND	Ayes Noes
INFORMATION ONLY	



18422 Bear Valley Road Victorville, CA 92392-5849 (760) 245-4271 FAX (760) 843-7707

FINANCIAL AID OFFICE

The National Association of Veterans Program Administrators (NAVPA) is an organization for institutions who are involved in the operations of veteran's educational affairs and programs. Schools such as Penn State, University of Michigan and over 350 other colleges and university from across the nation, including VVC are current members. Victor Valley College has maintained a membership in this organization for the past ten years.

For the past three years I have been elected to the Board of Directors to represent California. We have one Board meeting per year and it is always held in Washington DC. We go to Capital Hill and speak to our representatives and voice our concerns. During these visits to the Hill, we lobby for changes in Veterans educational programs and money for the university's and colleges who administer these programs on behalf of Veterans.

This meeting is scheduled for March 16-19, 2005 and the total cost is not expected to exceed \$900 for the trip. These funds are made available through the Dept. of Veterans Affairs and VVC will not be required to pay any travel expenses.

Thank you,

Jim Murray

Veterans Certifying Official Financial Aid Specialist NAVPA Board of Directors

Region VIII

and the second s			
ADMINISTRATIVE SERVICES		MARCH	8, 2005
TOPIC: BOARD OF TRUSTEES TRANS	SFERS AND PAYMENTS REPORT	٠	
TO THE SUPERINTENDENT/PRESIDEN	NT:		
This is of a routine nature.			
			5.4
RECOMMENDATION:			
It is recommended that the Board of Trustee	es approve the Board of Trustees Pay	ment Rep	ort.
	2	N	
REFERENCE FOR AGENDA: YES	Signed: Vice President, Administra	tive Servi	ces
TRANSMITTED TO THE BOARD WITH	A FAVORABLE RECOMMENDA	TION:	
	Signed: Survey)	
	Superintendent/President		

ACTION TAKEN BY THE BOARD:

MOTION _____

SECOND _____

INFORMATION ONLY _____

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT BUDGET TRANSFERS/INTERFUND TRANSFERS March 8, 2005

Batch	Reference	Fund
BUDGET TRANSFERS 193	50037	01
198	50044	01
207	50050	01
208	50051 50052	01
210	50054	78
225	50058	01
237	50068	78
251	50072	01
259	50085	01
INTERFUND TRANSFERS 238	51928	01/71
288	52076	01/72

BOARD PAYMENT REPORT BOARD OF TRUSTEES MEET ING MARCH 8, 2005

	General Fund	Dept Repay	Cap Projects Fund	Child Dev Ctr Fund	Insurance Trust	Student Body
BATCH 368		6				בוחב
200 110 170		440.01				
BATCH 369	\$3,641.00					
BATC → 370	\$4,627.93					
BATCH 370A	\$31,900,14					
BATCH 371	\$11,193.04					
BATCH 371A	\$1,262.51					
BATCH 372 VOIDED						
BATCH 372A	\$1,770.00					
BATCH 373			\$22,754.22			
BATCH 374	\$117,663,14					
BATCH 375	\$15,791.80					
BATCH 375A	\$1,773.00					
BATCH 376 VOIDED						
BATCH 376A	\$5,166.60					
BATCH 377	\$4,536.00					
BATCH 378	\$227.58					
BATCH 378A	\$29,998.06					
BATCH 379	\$47,434.35					
BATCH 380	\$789.69					
BATCH 381	\$1,646.45					
BATCH 382	\$41.00					
BATCH 383	\$224.00					
BATCH 384	\$12,245.81					
BATCH 384A	\$1,500.00					
BATCH 385	\$26.33					
BATCH 386	\$597.96					
	\$235.05					
BATCH 388	\$746.52					
BATCH 389	\$750.31					
BATCH 390	\$417.07					
BATCH 391	\$15,116.52					
ВАТСН 392				\$102.41		
ВАТСН 393	\$2,952.00			•		
	\$6,049.25					
BATCH 395	\$9,459.92					

BOARD OF TRUSTEES MEET ING MARCH 8, 2005

Student Body																															\$4,767.38			\$4,767.38
Insurance Trust		\$100.00) - - -		\$7.767.33																													\$7,867.33
Child Dev Ctr Fund	\$69.07																												\$722.51	•				\$893.99
Cap Projects Fund												\$4,590.00	•															\$3,020.00	-				\$30,364.22	\$30,364.22
Cafeteria																																		\$46.67
General Fund 4930 74		\$1,800.00	\$1,053.05				\$1,520.17	\$7,560.96	\$3,500.00	\$4,721.00	\$1,466.00		\$4,903.98	\$1,155.00	\$164,115.55	\$4,130.24	\$1,689.62	\$31,720.99	\$29,646.20	\$2,552.00	\$8,712.53	\$1,450.00	\$7,220.94	\$2,100.00	\$1,926.00	\$6,602.94	\$1,114.57			\$14,154.89		\$1,034.00	\$9,807.79	\$650,981.86
ВАТСН 395А	BATCH 396	BATCH 397 BATCH 398	BATCH 399	BATCH 400	BATCH 401	BATCH 402 VOIDED	BATCH 402A	BATCH 403	BATCH 403A	BATCH 404	BATCH 405	BATCH 406	BATCH 407	BATCH 407A	BATCH 408	BATCH 409	BATCH 409A	BATCH 410	BATCH 410A	BATCH 411	BATCH 412	BATCH 412A	BATCH 413	BATCH 413A	BATCH 414	BATCH 415	BATCH 415A	BATCH 416	BATCH 417	BATCH 418	BATCH 419	BATCH 420	BATCH 421	TOTALS

TOPIC: NON-CLASSIFIED EMPLOYEES

TO THE BOARD OF TRUSTEES:

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

Fiscal impact: Budgeted

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к	н			/ 11			-		117

	It is recommended	that the board	annrove the	appointments as	listed
--	-------------------	----------------	-------------	-----------------	--------

REFERENCE FOR AGENDA: Yes

Signed Director of Human Resources

TRANSMITTED TO THE BOARD WITH A FAVORABLE RECOMMENDATION.

Signed Superintendent/President

ACTION TAKEN BY THE BOARD.		
MOTION		
SECOND	Ayes	Noes
NFORMATION ONLY		

VICTOR VALLEY COLLEGE NON-CLASSIFIED EMPLOYEES

REQUESTED

DATES OF

EMPLOYMENT POSITION DEPARTMENT

Baker, Amy	02/14/05-06/30/05	FWS Student Worker	Off Campus
Baker, Amy	01/03/05-02/10/05	FWS Student Worker	Off Campus
Barron, Krisptoher J.	03/09/05-06/30/05	FWS Student Worker	Athletics
Behm, Tamara L.	03/09/05-06/30/05	FWS Student Worker	Nursing
Briseno, Maria	01/03/05-02/10/05	FWS Student Worker	DSPS
Carr, Teriko	01/03/05-02/10/05	FWS Student Worker	Athletics
Cordero, Michelle	03/09/05-06/30/05	FWS Student Worker	IMS
Fullen, Samantha D.	03/09/05-06/30/05	FWS Student Worker	Campus Police
Gaspar, Maria E.	03/09/05-06/30/05	FWS Student Worker	Student Services
Guin, Mandi A.	03/09/05-06/30/05	FWS Student Worker	Music
Jones, James D.	03/09/05-06/30/05	FWS Student Worker	IMS
Kimbrough, Jemeica	03/09/05-06/30/05	FWS Student Worker	Academic Commons Help
Libby, Cheryl A.	03/09/05-06/30/05	FWS Student Worker	Library
Lopez, Amanda	02/14/05-06/30/05	FWS Tutor Off-Campus	Off Campus
Majeske-Lozada, Elizabeth	03/09/05-06/30/05	FWS Student Worker	IMS
Michel, Regina M	03/09/05-06/30/05	FWS Student Worker	Campus Police
Quiles, Sasha	02/14/05-06/30/05	FWS Student Worker	CDC
Reyes, Susan	03/09/05-06/30/05	FWS Student Worker	Off Campus
Shull, Michael	03/09/05-06/30/05	FWS Student Worker	IMS
Siliceo, Andrea M.	03/09/05-06/30/05	FWS Student Worker	Switchboard
Soeder, Susan	01/03/05-02/10/05	FWS Student Worker	Off Campus
Soeder, Susan	02/14/05-06/30/05	FWS Student Worker	Off Campus
Trigueros, Telma	02/11/05-06/30/05	FWS Student Worker	ESL
Williams Jr., Clyde	01/03/05-02/10/05	FWS Student Worker	Athletics
Student Workers			
Bowser, Monica	03/09/05-06/19/05	Lab Assistant	Music
Cerna, Maricela	03/09/05-06/19/05	Student-Other	Auxiliary Services
Crawford, Shauna	03/09/05-06/11/05	Tutor	Biology
Fitzpatrick, Peter	03/09/05-06/19/05	Student-Other	Auxiliary Services
Guinn, Mandi	03/09/05-06/11/05	Lab Assistant	Music
Lai, Wah Hoi	02/14/05-06/19/05	Tutor	Chemistry
Lodermeier, Krystle	03/09/05-06/19/05	Student-Clerical	Voc. Education/VTEA
Martinez, Kelcey	03/09/05-06/19/05	Tutor	Chemistry
Matheson, Jonathan	03/09/05-06/19/05	Student-Other	PAC
Miller, Marina	03/09/05-06/19/05	Student-Other	Auxiliary Services

VICTOR VALLEY COLLEGE NON-CLASSIFIED EMPLOYEES

NAME	REQUESTED DATES OF	POSITION	DEPARTMENT
	EMPLOYMENT	POSITION	DEFARIMENT
Murphy, Shannon	03/09/05-06/19/05	Student Clerical	CDD
Perez, Armando	02/09/05-06/19/05	Student Worker-Other	Auxiliary Services
Voltz, Pamela	03/09/05-06/11/05	Tutor	Biology
Wrigley, Rakeesha	03/09/05-06/10/05	Student-Other	CDC
Wilgiey, Rukeesha	05/05/00 00/10/00		
Limited Term Workers			
Garza, Albert	03/09/05-06/04/05	Community SvcFee Base	Contract Ed. Svs.
Garza, Albert	06/11/05-06/30/05	Community SvcFee Base	Contract Ed. Svs.
Stanford, Tamara	04/09/05-04/09/05	Community SvcFee Base	Contract Ed. Svs.
Stanford, Tamara	04/23/05-04/23/05	Community SvcFee Base	Contract Ed. Svs.
Stanford, Tamara	05/07/05-05/07/05	Community SvcFee Base	Contract Ed. Svs.
White, William	03/09/05-06/04/05	Community SvcFee Base	Contract Ed. Svs.
White, William	06/11/05-06/30/05	Community SvcFee Base	Contract Ed. Svs.
<u>Substitutes</u>			
Johnson, Pearl	01/01/05-06/30/05	Custodian	M & O
Longway, Shirley	01/01/05-06/30/05	Reserve Police Officer	Police
Lopez, Jami	03/09/05-04/12/05	Office Assistant	CDC
Rivera, Fritzi L.	01/01/05-06/30/05	Custodian	M & O
Stockman, William	02/15/05-04/30/05	IAI	Language Lab.
Professional Experts			
	02/14/05-06/10/05	Professional Expert-Fire To	echnology
Ayers, Jennifer	02/01/05-06/30/05	Professional Expert-Param	
Fonda, Matt	02/01/05-06/30/05	Professional Expert-Param	
Jeffrey, Joyce	02/01/05-06/30/05	Professional Expert-Param	
Spencer, Charles	02/01/03-00/30/03	Tiolessional Expert-1 aram	CCHC/ EIVI I
Volunteers			
Atkins, Nancy	03/09/05-06/30/05	Volunteer	PAC
Barrero, Teresa	03/09/05-06/30/05	Volunteer	Adult Literacy
Bathurst, Adam	03/09/05-06/11/05	Volunteer	Athletics
Berrero Villa, Javier	03/09/05-06/30/05	Volunteer	Adult Literacy
Elgin, Fran	03/09/05-06/30/05	Volunteer	Adult Literacy

VICTOR VALLEY COLLEGE NON-CLASSIFIED EMPLOYEES

NAME	REQUESTED DATES OF EMPLOYMENT	POSITION	DEPARTMENT
Ellis, Gladys G.	03/09/05-06/30/05	Volunteer	Adult Literacy
Kernan, Emma	03/09/05-06/30/05	Volunteer	Adult Literacy
Kirkham, Kyong S.	03/09/05-06/11/05	Volunteer	Physical Science
Stanley. Rendall G.	03/09/05-06/30/05	Volunteer	Adult Literacy
Thomass, Marie Donell	03/09/05-05/15/05	Volunteer	Athletics

HUMAN RESOURCES	MARCH 8, 2005
TOPIC: TEMPORARY ACADEMIC	
TO THE BOARD OF TRUSTEES:	
The persons listed on the attached referentindicated.	ace sheet have been designated to perform the duties
Fiscal Impact: Budgeted Item	
RECOMMENDATION:	
It is recommended that the board approve the	he appointments as listed.
REFERENCE FOR AGENDA: YES	Signed MUAH SUHIDE Director of Human Resources
TRANSMITTED TO THE BOARD WITH	Signed Superintendent/President
ACTION TAKEN BY THE BOARD:	-

Ayes___ Noes___

MOTION_____

SECOND_____

INFORMATION ONLY_____

FALL 2004

The following assignments either began after the start of the fall semester or reflect a change in the original assignments:

Glebe, Andrea

English

Kennedy, Thomas

Special Assign: Maint/repair chemistry equipment

SPRING 2005

HVAC Best, David PE Box, Jeff

Political Science Bozonelos, Dino Admin of Justice Burns, Jerry

Campbell, Bryce **English** PE Campbell, Linda Math Carlson, G. Robert Cline, Diane Nursing

Special Assign: FKCE Trainer Cole, Menya

History Comer, James Nursing Cuna, Starlie **English** Diaz-Cox, Veronica Chemistry Doonan, Dan

Admin of Justice Fields, Ron

Chemistry Fisher, Melinda

Clinical Nursing Frederiksen, Mary Child Development Gaborko, Mary

Nursing Garcia, Diego

Fire Technology Gardner, Chase

Special Assign: Radio Mexico lectures Garza-Laird, Martha

English Glebe, Andrea **English** Golder, Patty

Admin of Justice Greco, John Admin of Justice Haas, Mike Child Development Hammond, Belinda

Holstrom, Geoffrey Math PE Hoover, David

Child Development Jones, Blossom **Business Admin** Kaye, Les

Special Assign: FKCE Trainer Keating, Catherine Special Assign: ILP Trainer Keating, Catherine

Nursing Keil, Maggie Geography Kinney, Lee

Kirby, Barb Child Development

Kuai, Andy Math

Lauderback, Pam Special Assign: DSPS WAIS III Testing

Lemke, Rich Construction Technology

Mansfield, Bill Admin of Justice McKinley, Kay Clinical Nursing

Meyer, David Special Assign: Host/Facilitate Planetarium shows

Morgan, Stephen PE

Nelson, Doug Fire Technology'

Paine, John PE

Plumlee, Karl Chemistry Ramming, Alice Nursing

Repucci, Edward Admin of Justice

Rizui, Farhana CIDG Rubayi, Khalid Electronics

Rutledge, Rita Special Assign: Coordinate ILP Program

Sanchez, David Spanish Satchell, Sharon Nursing

Seagondollar, Troy Clinical Nursing

Stalians, Jeff MERT

Stanley, Craig Admin of Justice Stanzione, Charles Admin of Justice

Stayton, Michelle Special Assign: DSPS WAIS III Testing

Syed, Moinuddin Math

Sypkens, Mary Child Development

Teel, Patricia English
Thibeault, Sally Nursing

Thomas, Jack Admin of Justice

Truelove, Terry Nursing Tucker, John PE

Tuttle, Jack Admin of Justice
Tuttle, Julie Admin of Justice

Uppala, Gurunatha Math

Valles, Angelita Admin of Justice

Vila, Martha Spanish

Viloria, DonFire TechnologyVisser, MikeAdmin of JusticeWells, RobertAdmin of JusticeWilliams, BrettAdmin of Justice

Wilson, James English

MARCH 8, 2005

TOPIC: ACADEMIC RATIFICATION OF EMINENCE REQUESTS

TO THE BOARD OF TRUSTEES:

SECOND

INFORMATION ONLY_____

The eminence designees listed on the attached reference have been approved by the appropriate department, division dean, and Academic Senate for the discipline indicated for a period of one calendar year from the date of approval.

Fiscal impact: None

RECOMMENDATION:	
It is recommended that the board ratify the	eminence requests as listed on the attachment.
REFERENCE FOR AGENDA: YES	Signed MILLIAM SCHILL DT Director of Human Resources
TRANSMITTED TO THE BOARD WITH	A FAVORABLE RECOMMENDATION. Signed Superintendent/President
ACTION TAKEN BY THE BOARD:	
MOTION	

Ayes Noes

EMINENCE APPROVAL REQUESTED

The following candidates were approved by the Eminence/Equivalency Committee for eminence for one calendar year beginning spring semester 2005, pending completion of required documentation:

Mary Goborko

Child Development

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

Matthew Bullock

Head Coach-Men's Tennis

PETITION FOR ENDORSEMENT OF CANDIDATE FOR EMINENCE

O:	VICTOR VALLEY COLLEGE EC	QUIVALENCY/EMIN	IÈNCE COMMITTEE	•	
ROM:	DEPARTMENT CHAIR OF	Child I	revelopment		
E:	EMINENCE REQUEST FOR	(Departme MOUTU ((Name of eandid	30boxko		
certify that I have the discipline(s	ve accessed the faculty pool and detest) and or course(s) petitioned below.	ermined that none of t	he available applicants are	e suitable or com	npetent to teach
Sandy	Visser_	Sandy	Milsen	12/10	104
epartment Cha	nin Name-print)	(Department Chaic)S	ignature)	(Date)	
ne Office of Hur oduce a candid	man Resources verifies that an adver late that meets the Minimum Qualific	rtisement and/or recru ations as adopted by	uitment effort has been atte the California Community	empted and subs College Board o	sequently failed to f Governors.
uman Resourc	es -Name -print)	(Signature)	*****	(Date)	****
********	DEPARTMENT CO	SIDERATION A	ND RECOMMENDAT	ION	
hild D	J.	ased on the Emine	ence procedures and	and/or course: the attached	documents.
(Depar	tment Chair and full time department Chair and full time department Signature Signature Sounds	ire	n below) Date Approve	Disapprove	
	AREA ADMINISTRA	TOR REVIEW A	ND RECOMMENDAT	ION:	
	(Name) (Signa	 ature)	(Date)		
*****	EQUIVALENCY/EMINENC		REVIEW/RECOMME on Denied		**************************************
Name & Maria & Maria	Signature Sanchas Signature Muli Kunza Kun MARIAK	Date 1/25/6	25 05 0	bisapprove	
STNAMMC			A CONTROL OF THE PARTY OF THE P	,	
STRIBUTION: FA	ACULTY SENATE, HR FILE, PERSONN	EL FILE 3	Board Approval	Date	(OVER)

ETITION FOR ENDORSEMENT OF CANDIDATE FOR EMINENCE (continued)

	DEPARTMENT STATEMENT OF E	EMINENCE QUALIFICATIONS	
RE:_	Mary Goborko	Child Developmen	t CHPV 137
	(Name of Candidate)	(Discipline/Course)	Child with special needs
/			near
<u>√</u> The ab	oove named candidate should be approved for (Please elaborate on the candidate's specific and re certificates, licenses, awards, recommendation letter	levant education, experience, knowled	ing qualifications:
	Mary Gaborko is eminently qualified to tead	ch all Child Development course	s.
	Mary held a Master Degree in Teaching from	n Grand Canyon University, Ba	chelor
	Degree in Elementary Education from Youn	gstown State University and Le	arning
	Handicapped Credentialing Classes from Ca	ilifornia State San Bernardino. S	She also hold
	Clear Multiple Subject Teaching Credential	, Specialist Credential (Learning	The state of the s
	Handicapped) and Certificate in ELD and Si	DAIE. She is a member of Inland	nd Empire
	Reading Council (IERC) and International F	Reading Association (IRA).	

Mary had 30 years of teaching experience in public school and also had an experience in working with children with special needs. Over those 30 years she has developed an extensive repertoire of utilizing different teaching styles and researching curriculum and assessment that can be implement in regular classroom as well as in special education. She conducted training and workshops for her colleagues. She is also an adjunct faculty at Crafton Hill College. At Crafton Hill College, she taught various courses including, child with special needs, creative art experience and math and science for young children.

Mary's academic success, her wealth of knowledge and experienced in the field of child development prove that she is eminently qualified to teach all Child Development courses.

The above named candidate should not be approved for eminence for the following reasons:

APPEAL OF EMINENCE DETERMINATION

Superintendent/President, Board of Trustees

Eminence Appeals Committee

TO:

FR:

RE: Appeal of Eminence Determination for MATTHEN BYLLIAM DEPT HICK
The Eminence request for the above named candidate has been denied by the Eminence Committee for the following reason(s): Docymentation provided does not provided the file and does not below at heast byears.
teaching/waching experience.
EMINENCE APPEALS COMMITTEE REVIEW/RECOMMENDATION
Further research, re-examination of presented documentation, and/or additional documentation has resulted
in: () Eminence Request Denied on Appeal Comments:
(YEminence Request Approved on Appeal Comments: Additional information provided indicated that tennis pro experience provides adequate experience touching/teaching to meet emissive requirements. One moster only pending evaluation, student evaluation APPEALS COMMITTEE:
worth only pending evaluation, student evaluation
NAME SIGNATURE DATE
VP, Instruction or designee: William Elanchard Stanchard
Dept Chair or designee: Julia a. Jashim Julia a. Jashim 3(14/05)
Agreeable Member: GARY MENSER Day Munon 2-16-05
Distribution: Faculty Senate, HR File, Personnel File 3-8-25 Board Approval Date

ADMINISTRATIVE SERVICES

MARCH 8, 2005

TOPIC: AGREEMENTS

TO THE SUPERINTENDENT/PRESIDENT:

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

Fiscal Impact: see attached detail listing

RECOMMENDATION:

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

REFERENCE FOR AGENDA: YES

Signed:

Vice President, Administrative Services

TRANSMITTED TO THE BOARD WITH A FAVORABLE RECOMMENDATION:

	Supermount
ACTION TAKEN BY THE BOARD:	
MOTION	
SECOND	Ayes Noes
INFORMATION ONLY	

CONSENT AGENDA - AGREEMENTS/CONTRACTS

Vendor/Consultant	Service	Amount
Liebert, Cassidy Whitmore	Discrimination/Harassment Awareness	
•	Workshop	3,000
Robert R. Yeghoian Co., Inc.	Pavement Repair/Bus Stop/Jacaranda Avenue	4,500
Securitech	Install Card Reader System, Bus Stop sliding	
200000000000000000000000000000000000000	door	4927.44
Total		\$12,427.44

INSTRUCTION

MARCH 8, 2005

TOPIC: TANF-CDC GRANT AGREEMENT MODIFICATION #05-054-1

TO THE SUPERINTENDENT/PRESIDENT:

The District desires to enter in to the attached modified agreement with the Foundation for California Community Colleges (FCCC) for the purposes of providing grant funding, fiscal management, and accountability for the Temporary Assistance For Needy Families (TANF)-Child Development Careers (CDC) Program Annual (TANF-CDC Program). The total grant amount and payment has been changed from \$20,385 to \$25,988.

Fiscal Impact: to the District, an additional \$5,603.

RECOMMENDATION:

REFERENCE FOR AGENDA: YES

It is recommended that the Board of Trustees approve the agreement modification with the Foundation for California Community Colleges to receive the grant award of \$25,988 for the 2004-2005 Temporary Assistance for Needy Families-Child Development Centers (TANF-CDC) Project.

		ident, Instruction
TRANSMITTED TO THE BOARD WITH A FA	VORABLE RECO	MMENDATION:
	Signed	Suncis)
		endent/President
ACTION TAKEN BY THE BOARD:		
MOTION		
SECOND	Ayes	Noes
INFORMATION ONLY		



TEMPORARY ASSISTANCE FOR NEEDY FAMILIES (TANF)-CHILD DEVELOPMENT CAREERS (CDC) PROGRAM

GRANT AGREEMENT MODIFICATION # 05-054-1

BY AND BETWEEN THE VICTOR VALLEY COMMUNITY COLLEGE DISTRICT AND THE FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES (FCCC)

This Modification to Grant Agreement (Agreement) #05-054 between the Victor Valley Community College District (the District) and the Foundation for California Community Colleges (FCCC) is entered into this First day of February, 2005 for the purposes of providing grant funding, fiscal management, and accountability for the Temporary Assistance For Needy Families (TANF)-Child Development Careers (CDC) Program Annual (TANF-CDC Program) operated by the District's Victor Valley College.

This Modification (#05-054-1) changes the Grant Agreement in the following areas:

- 1) Provides additional funding in the budget line items of Office Space, Office Telephone, Office Supplies, Student Emergency Book Grants, and Student Emergency Transportation Grants.
- Provide funding amount for the budget line item Travel Expenses to Annual TANF-CD Careers Conference

This Modification changes the following pages and line items of the Grant Agreement. A new set of pages which include the modifications is included.

- Page 3, #4 GRANT AMOUNT AND PAYMENT: changed from \$20,385.00, change to \$25,988.00.
- Page 15, Attachment B, Annual TANF-CDC Program Student Enrollment Data and Budget (2004-2005 Budget):
 - ✓ Office Space changed from \$1800.00, changed to \$3,180.00
 - ✓ Office Telephone changed from \$480.00, changed to \$840.00
 - ✓ Office Supplies changed from \$480.00, changed to \$840.00
 - ✓ Student Emergency Book Grants changed from \$720.00, changed to \$1,566.00
 - ✓ Student Emergency Transportation Grants changed from \$585.00, changed to \$1,422.00.
 - ✓ Travel Expenses to Annual TANF-CD Careers Conference changed from TBD, changed to \$1,820.00.
 - ✓ Total 2004-2005 Grant Amount changed from \$20,385.00, changed to \$25,988.00.

On behalf of the District:



TEMPORARY ASSISTANCE FOR NEEDY FAMILIES (TANF)-CHILD DEVELOPMENT CAREERS (CDC) PROGRAM

The individuals signing below have the authority to enter into and agree to all of the terms, requirements, and conditions set forth in this Grant Agreement and commit their respective organizations to comply with them.

SIGNATURE:	DATE
NAME	TITLE
On behalf of the FCCC:	
Il Comes	2-4-05
ED CONNOLLY DIRECTOR, TANF-CDC PROGRAM	DATE
Robert Molan 185	214105
RÓBERT NOLAN, PH.D. VICE PRESIDENT, LEARNING PROGRAMS	DATE
Money (2-3-95
RANDY FONG VICE PRESIDENT FINANCE	DATE

3. TERMS OF GRANT

3.01 The term of this grant shall be for a period of one program year; beginning June 1, 2004 and through May 31, 2005. All performance under this grant shall be completed by May 31, 2005, except that FCCC's TANF-CDC Director must receive the Final Program Accomplishments Report and Final Expenditure Statement no later than July 31, 2005.

4. GRANT AMOUNT AND PAYMENTS

4.01 In consideration of satisfactory performance of services described in this Agreement and Attachments, the FCCC agrees to pay the District a total amount not to exceed \$25,988.00.

4.02 Grant funds shall be expended only for the items and amounts identified (e.g., TANF- CDC Program Facilitator Stipend) and in support of the TANF CDC Program activities described in this Agreement.

- 4.03 Payments shall be made as set forth below.
 - a. Payments shall be made monthly in arrears on a cost reimbursement basis upon FCCC's receipt of an invoice from the District no later than the 15th day of the month following the invoiced month. Late invoices will be held over for payment in the following month.
 - b. Payments to be made to the District as specified herein shall include all taxes of any description, federal, state and municipal, assessed against the District by reason of this grant.
 - c. Funds not obligated or committed by the District for the purposes of the grant by the end of the performance period for each year (May 31st) shall revert back to FCCC.

5. GRANT REVISIONS AND LEVEL OF TANF STUDENT ENROLLMENTS

5.01 Changes to this Grant Agreement, the District's performance objectives, work plan, budget and student enrollment levels must receive prior written approval by FCCC's TANF-CDC Program Director.

6. REPORTS

The District shall prepare the following reports (forms will be provided by FCCC's TANF-CDC Program Director) which must be received by FCCC by the specified dates. Failure to meet report deadlines may jeopardize funding.

2004-05 Budget: The budget amounts identified below are based on the total number of unduplicated students indicated in question number 3 above. If your campus enrolls less students than indicated in question 3 above your budget will be reduced proportionately.

Category	Amount
Campus CD Careers Program Facilitator Stipend	\$ 9,000.00
(9 students x \$500 per semester x 2 semesters)	
CalWORKs Liaison Stipend	\$ 4,500.00
(9 Students x \$250 per semester x 2 semesters)	
Office Space	\$ 3,180.00
(\$265 per month x 12 months)	
Office Telephone	\$ 840.00
(\$70 per month x 12 months)	
Office Supplies	\$ 840.00
(\$70 per month x 12 months)	
Fingerprint and Background Fees (Pre-practicum)	\$ 1,080.00
(9 students x \$120)	
Finger Print Fee (Credential)	\$ 540.00
(9 students x \$60.00)	
Travel Expenses to Regional Institute	\$ 300.00
(3 staff x \$100 each)	
Travel Expenses to Annual TANF- CD Careers Conference	\$ 1,820.00
(2 staff x \$910.00)	
Travel Expenses to CDTC/Mentor Program Conference (2 Staff)	\$ 900.00
Student Emergency Book Grants	\$ 1,566.00
(9 students x \$174.00)	
Student Emergency Transportation Grants	\$ 1,422.00
(9 students x \$158.00)	
Total 2004-2005 Grant Amount	\$25,988.00

BOARD OF TRUSTEES

MARCH 8, 2005

TOPIC: EXCUSED ABSENCE OF TRUSTEE

Board Policy 2725, Board Member Compensation, reads:

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

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

In accordance with Board Policy 2725, Trustee Thomas M. Elder, has requested that his absence from the regular board meeting of February 8, 2005, be excused due to illness, and that he be compensated for that meeting.

RECOMMENDATION:

It is recommended that board adopt the attached resolution, excusing Trustee Thomas M. Elder's absence from the February 8, 2005, regular meeting of the board and allowing him to be compensated for that meeting.

REFERENCE FOR AGENDA: Yes	Signed Spencer
	Superintendent/President
ACTION TAKEN BY THE BOARD:	
MOTION	
SECOND	Ayes Noes
INFORMATION ONLY	

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT BOARD OF TRUSTEES RESOLUTION

March 8, 2005

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

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

NOW, THEREFORE, BE IT RESOLVED that Thomas M. Elder, II, was absent from the Board meeting of February 8, 2005, due to illness.

BE IT FURTHER RESOLVED that Thomas M. Elder, II, is eligible to receive compensation for the board meeting held on February 8, 2005.

This resolution was adopted by the Board of Trustees of the Victor Valley Community College District at its regular meeting of March 8, 2005.

Joe Range, President of the Board	Date
Bettye Underhill, Ph.D., Clerk of the Board	Date

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT

BOARD OF TRUSTEES

REQUEST FOR EXCUSED ABSENCE

In compliance with Victor Valley Community College District's Policy No. 2725, *Board Member Compensation*, I hereby request payment for the following meeting of the Board of Trustees.

Date of Meeting:F	ebruary	8, 2005
Reason for Absence:		Performing services outside the meeting for the Victor Valley Community College District
		Illness
		Jury Duty
		Hardship deemed acceptable by the Board
Thomas M.	E Opto	21 A 02-10-04
Signature	<u> </u>	Date
Thomas M. Elder II, Tru Name and Title	ıstee	

MARCH 8, 2005

TOPIC: AGREEMENT, SAN BERNARDINO COUNTY WIDE AREA NETWORK

TO THE SUPERINTENDENT/PRESIDENT:

The district desires to continue to enter into an agreement with San Bernardino County for Wide Area Network (WAN) online access. This is an electronic network that provides countywide data, voice, and video. This system particularly supports Campus Police operations enabling communication and sharing of data for law enforcement agencies.

Fiscal Impact: Budgeted item, \$8,788 for 2004-05 due to one time setup fees. \$3,888 for subsequent years 2005-06, 2006-07, and 2007-08.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the agreement with San Bernardino County for WAN information services.

REFERENCE FOR AGENDA: YES	Signed: WWW JEWW
	Vice President, Student Services

TRANSMITTED TO THE BOARD WITH A FAVORABLE RECOMMENDATION:

	Signed: Somer
	Superimendent/President
ACTION TAKEN BY THE BOARD:	
MOTION	

Ayes Noes

INFORMATION ONLY

SECOND

SAN BERNARDINO
1833

County of San Bernardino

FAS

STANDARD CONTRACT

						FOR COL	NTYUS	E ONLY					
Е	Х	New	Vendor Code				Dept.			Contrac	ct Number		
М	Ш	Change					20		٨				
Х		Cancel					00	ISD	A				
Со	unt	y Departm	ent				Dept.	Org	n.	Co	ntractor'	s License No.	
Inf	orr	nation Se	rvice	es Departme	nt		ISD	IAJ					
Со	unt	y Departm	ent C	Contract Repre	sent	tative		Ph. Ex	t.		Amount	of Contract	
		Da	mian	Parsons				388-59	32		\$ 2	24,340	
F	un	d Dep	it.	Organizati	on	Appr.	Obj/R	ev Sourc	ë	Activity	GRC/I	PROJ/JOB Nu	mber
1/	LΑ	WA	N	WAN		200	9800						
Commodity Code Estimated Paym				yme	ent Total by	Fiscal `	Year						
			·			FY	Amou	unt	I/D	F	1	Amount	I/D
		Projec	ct Na	ame	7 2	2004/05	\$ 8,78	38		2008/	09	\$ 3,888	
	۷A	N CONNE	CTIC	DN	1 2	2005/06	\$ 3,88	38		-	-		
					2	2006/07	\$ 3,88	38					
					2	2007/08	\$ 3,88	38					

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, hereinafter called the County, and

Name					
Victor Valley College Poli	ice	Hereinafter called CUSTOMER	Hereinafter called CUSTOMER		
Address					
18422 Bear Valley Rd.					
Victorville, Ca. 92329					
Phone	Fed ID or Soc Sec #				
(760) 245-4271					

IT IS HEREBY AGREED AS FOLLOWS:

(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)

SAN BERNARDINO COUNTY WIDE AREA NETWORK (WAN)

San Bernardino County ("County") provides online access to specific county managed computer systems it possesses via its Wide Area Network ("WAN), an integrated electronic network that provides countywide data, voice and video communications. It provides County departments the ability to communicate with each other and it provides reliable access to data housed in County managed information systems. Services include WAN connection, including equipment and configuration of equipment at customer site, overall circuit maintenance to and including the router, 24 hours per day, seven days per week, with a two-hour response time. Specific charges are set forth and attached hereto as Exhibit A, "San Bernardino County Information Services WAN Connection Services and Charges."

I. SERVICES TO BE PROVIDED

The County agrees to provide Customer WAN connectivity to the County's telecommunication network for the purpose of accessing computer information systems managed by the County as authorized by the data owner department.

II. SERVICE CONDITIONS

- A. The County has established security practices and closely monitors the WAN to ensure network integrity. Customer agrees to abide by all existing and future security practices, policies and protocols established by the County. Customer understands that the County may perform periodic security audits and the County reserves the right to immediately terminate Customer access if any audit discloses non-compliance with the security practices and policies.
- B. Information Services Department (ISD) reserves the right to subcontract for all or part of services.
- C. Non-County use of the County's Wide Area Network (WAN) services represents a County security vulnerability. Any attempt to access unauthorized applications on the WAN will result in termination of this agreement and legal action may be pursued.

- D. ISD assumes no liability for failure to provide or delay in providing services under this agreement.
- E. Customer is responsible for data circuit cost from their facility to the nearest WAN connection point. This is arranged and managed between Customer and Vendor providing the data circuit.
- F. Customer is responsible for obtaining written access authority from data owner departments of system data that they seek to access. Copy of authorization must be provided to ISD.
- G. ISD will provide coordination for data communications problems, including problem isolation and resolution from the County Central Computer or County's WAN to the last component of ISD-supplied equipment (usually the modem on the end of a data circuit for non-WAN connections or router for WAN connections). Coordination includes working with all necessary vendors in an effort to restore normal data communications in a timely manner. Reporting, tracking, and diagnosing of problems related to customer supplied equipment and software is the responsibility of the customer.
- H. Customer is responsible for the coordination of the isolation and resolution of all problems involving hardware and software not supplied by ISD. Specifically excluded from ISD support are customer-supplied distribution processors, printers, display stations, PCs, Local Area Network (LAN) switches: all customer cabling such as terminal distribution cables (Co-ax, twin-ax, twisted pair, etc.) modem interface cables; all customer supplied jacks, switches, and splitters; distributed software, including mini-based, micro-based, and PC desktop software; and, all consumables such as printer ribbons and paper.
- ISD will coordinate a pre-installation site survey identifying all necessary pre-installation site requirements. This service will be limited to the definition of those requirements and the ordering of the data communications or WAN circuits, modems, and WAN equipment (routers, etc.). The customer will be responsible for making all site preparations prior to the installation of data communications or WAN service.

III. EFFECTIVE DATE AND TERMINATION

This agreement shall commence on the first day of the month following the date the Board of Supervisors approves this agreement. This agreement shall remain in effect for five (5) consecutive years or until the County or the Customer terminates the agreement, at the sole discretion of either, by giving sixty (60) days written notice to the other. County may, at its sole discretion, opt not to terminate its services until replacement services are identified and in place; however, in no event shall County's services be continued beyond 120 days of the original written notice. Any such termination date shall coincide with the end of a calendar month. Neither party shall incur any liability to the other by reason of such termination.

III. RATES AND PAYMENT TERMS

Payment rates and conditions are set forth on Exhibit A., "San Bernardino County Information Services Department WAN Connection Services and Charges," attached hereto. Services are provided and invoiced on an annual basis starting on the effective date of the agreement. Annual payment shall be due upon receipt of invoice and payable within sixty (60) days of invoice date. In order to amend this agreement for a change in service levels, County will provide to Customer a revised Exhibit A, incorporating such change(s) which shall be signed by Customer and returned to County. Customer's subsequent invoice shall be adjusted in accordance with the change(s), on a prorated basis, as necessary.

Exhibit A reflects the rates in effect at the execution of this agreement. Any subsequent rate change(s) shall become effective on July 1 of the County fiscal year (July 1 through June 30) in which such rate change(s) is adopted as part of the County Budget. County shall provide notice to Customer of pending rate change(s) by providing Customer with a revised Exhibit A reflecting such rate change(s).

Customer's subsequent invoice shall be adjusted in accordance with the rate change(s). Checks shall be made payable to the County of San Bernardino.

Payment address is: Information Services Department

670 E. Gilbert Street, First Floor San Bernardino, CA 92415-0915 Attn: Administration Services

IV. AGREEMENT AUTHORIZATION

The Customer warrants and represents that the individual signing this agreement is a properly authorized representative of the Customer and has the full power and authority to enter into this agreement on the Customer's behalf.

V. ASSIGNMENT

This agreement, or any interest therein, including any claims for monies due with respect thereto, shall not be assigned, and any such assignment shall be void and without effect.

VI. **DEFAULT**

If the Customer does not make timely payment of amounts due under this agreement or breaches any term or condition of this agreement, County may declare immediately due and payable the entire unpaid amount, plus all other amounts due hereunder, less any unearned charges. County may also exercise all rights and remedies of a secure party under the Uniform Commercial Code (or other similar law) of the State of California and pursue any other remedies existing in law or in equity.

VII. INDEMNIFICATION AND INSURANCE

Indemnification

The Customer agrees to indemnify, defend and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising from Customer's acts, errors, or omissions and for any costs or expenses incurred by the County on account of any claim therefore, except where such indemnification is prohibited by law.

Insurance

Without in any way affecting the indemnity herein provided and in addition thereto, the Customer shall secure and maintain throughout the agreement the following types of insurance with limits as shown:

- Workers' Compensation A program of Workers' Compensation insurance or a state-approved Self-Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits.
- Comprehensive General and Automobile Liability This coverage to include contractual coverage and automobile liability coverage for owned, hired and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000).
- Errors and Omission Liability Combined single limits of \$1,000,000 for bodily injury and property damage and \$3,000,000 in the aggregate or Professional Liability Professional liability insurance with limits of at least \$1,000,000 per claim or occurrence.
- Additional Named Insured All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional named insureds with respect to liabilities arising out of the performance of services hereunder.

- Waiver of Subrogation Rights Except for the Errors and Omissions Liability and Professional Liability, Customer shall require the carriers of the above-required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors.
- **Policies Primary and Non-Contributory** All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.

Proof of Coverage

Customer and County acknowledge that each party is legally self-insured for Workers' Compensation up to statutory limits. Customer is self-insured for Comprehensive General Liability and Automobile Liability. Customer and County accept such self-insurance as satisfying the Insurance and Workers' Compensation requirements under the contract.

The County's Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Risk Manager determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any such reduction or waiver for the entire term of the agreement and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this agreement. Customer agrees to execute any such amendment within thirty (30) days of receipt.

VIII. GENERAL TERMS AND CONDITIONS

- **Permits** Customer is responsible for obtaining and paying any costs of all permits, licenses or approvals by any regulatory bodies having jurisdiction over the uses authorized herein, as appropriate.
- Waiver No waiver of a breach of any provision of this agreement shall constitute a waiver of any other breach, or of such provision. Failure of County to enforce at any time, or from time to time, any provision of this agreement shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and additional to any other remedies in law or equity.
- **Validity -** The invalidity in whole or in part of any provision of this agreement shall not void or affect the validity of any other provision.
- Caption and Paragraph Headings Captions and paragraph headings used herein are for convenience only and are not a part of this agreement and shall not be used in construing it.
- **Exhibits** All Exhibits attached hereto, if any, are an integral part of this agreement and are incorporated herein by reference.
- Entire Agreement This agreement shall be governed by the laws of the State of California and constitutes the entire agreement between the parties and supersedes all prior negotiations, discussions, and preliminary understanding. This agreement may be amended as County and the Customer mutually agree in writing. Any such amendment must be signed/approved by authorized representatives of the County and Customer.
- **Notifications** All notices or demands required or permitted to be given or made hereunder shall be in writing and shall be deemed duly given:
 - Upon actual delivery, if delivery is by hand; or
 - Upon receipt by the transmitting party of confirmation or answer back if delivery is by telex,

telegram or facsimile; or

Three days following delivery into the First Class United States mail.

Each such notice is to be sent to the respective party at the address indicated below or to any other address or person that the respective party may designate by written notice delivered pursuant hereto:

Customer: Victor Valley College Police

18422 Bear Valley Rd. Victorville, Ca. 92392

Attn: Judy Dornell

County:

Information Services Department 670 E. Gilbert Street, First Floor San Bernardino, CA 92415-0915 Attn: Administration Services

Modification

No alteration or variation in the terms of this AGREEMENT shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.

IX. INFORMATION SERVICES DEPARTMENT AUTHORIZATION

The County's Information Services Department, through its Chief Information Officer or designee, is authorized to discharge all functions ascribed to County in this agreement, except those specifically reserved by law to the Board of Supervisors.

X. FORCE MAJEURE

County shall not be held liable for any delay or failure in performance of any part of this agreement from any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, government regulations, strikes, labor disputes, embargoes, epidemics, war, terrorist acts, riots, insurrections, fire, explosions, earthquakes, nuclear accidents, floods, power blackouts, brownouts, or surges, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure product or services of other persons or transportation facilities, or acts or omissions of transportation common carriers.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT to be effective as of the date executed by both parties.

COUNTY OF SAN BERNARDINO

>				
Bill Postmus, Chairman, Board of S	Supervisors	(State if corporation, company, etc.)		
Dated		By_ ▶		
SIGNED AND CERTIFIED TH. DOCUMENT HAS BEEN DELIVE OF THE BOARD. Clerk of the Board of Superviso	RED TO THE CHAIRMAN	(Authorized Signature) Dated Title		
Bernardino.	no of the ocum, or our	Address		
Ву				
Deputy				
Approved as to Legal Form	Reviewed as to Affirmative	ve Action	Reviewed for Processing	
>				
County Counsel			Agency Administrator/CAO	
Date	Date		Date	

EXHIBIT A

SAN BERNARDINO COUNTY INFORMATION SERVICES DEPARTMENT WIDE AREA NETWORK (WAN) SERVICES AND CHARGES

PAYMENT SCHEDULE

The County will invoice for these services on the first day of the month following the date the Board of Supervisors approves this agreement. Thereafter, annual invoices will be prepared and mailed to customer on the anniversary date of the agreement. Payment is due upon receipt of the annual invoice and payable within sixty (60) days of invoice date.

CHARGES FOR SERVICES

Description of Charges	Quantity	TOTAL
Annual Connection Charge	1	\$3,888
One-time WAN setup fee*	1	\$4,900
Monthly Circuit Cost		Customer responsibility
-		

^{*} One time setup fee includes site survey, circuit coordination, equipment setup and administrative charges.

OPTIONAL SERVICES AVAILABLE

The following optional County services are available	e to Customer when approved by the ISD Chief Information Officer
Internet Access, plus T&M	
Exchange E-mail Services, plus T&M	
Labor Services	
Upon the date of Customer's signature of approval below a General Terms and Conditions-Entire Agreement, of this a	and pursuant to Paragraph III Rates and Payment Terms and Paragraph VIII, agreement, the service level is hereby amended as follows:
BY:(Authorized Signature)	
TITLE:	Date:

ADMINISTRATIVE SERVICES

MARCH 8, 2005

TOPIC: AGREEMENT - G&K SERVICES

TO THE SUPERINTENDENT/PRESIDENT:

The district wishes to enter in an agreement with G&K Services to supply and service uniform shirts for the Maintenance & Operations departments. The cost of this service will be partially offset by the cost of buying new shirts each year.

Fiscal Impact: \$4,344.00 annually

RECOMMENDATION:

It is recommended the board approve the agreement with G&K Services for uniform services as detailed in the agreement.

REFERENCE FOR AGENDA: YES

Signed:

Vice President, Administrative Services

TRANSMITTED TO THE BOARD WITH A FAVORABLE RECOMMENDATION:

Signed: Superintendent/President

ACTION TAKEN BY THE BOARD:	
MOTION	
SECOND	Ayes Noes
INFORMATION ONLY	



G&K Services 2811 E Philadelphia Suite B Ontario. CA 91761

							333007
G&K	SERVIC	ES SE	ERVIC	E AG	REE	MENT	
COMPANY NAM	/IE (Customer)	Vict	or 1	vall	eu	Col	lege
ADDRESS	8422		Bea		la 11	eu	Road
V	"ictor	will-	e	Ca	., (723	92
(760)	245- 4	1271	FAX 7	50) S	43-	5714	E-MAIL

FF0007

SERVICE & SUPPLY AGREEMENT. G&K Services (G&K) will supply, and Customer will accept exclusively from G&K, all of the Merchandise/Service Items (Items) listed on the Addendum(s) to this Agreement. Additional Items requested by Customer, verbally or in writing, will be covered by this Agreement. All rental Items supplied to Customer remain the property of G&K. Customer agrees to pay G&K for all rental Items lost or damaged beyond repair (excluding normal wear and tear), Items not returned to G&K upon termination of the Agreement, or upon termination of individual employees, as incurred at G&K's then current replacement values.

NO EXISTING AGREEMENTS. Customer warrants that it is not subject to any existing agreement for the supply of Items to be supplied under this Agreement.

GARMENT QUALITY GUARANTEE. Every replacement garment will meet or exceed G&K's guaranteed garment quality standards or nonconforming Item will be replaced by the following delivery at no cost to Customer for the replacement Item. Items requiring replacement due to normal wear and tear will be replaced with no unit replacement cost charges to Customer.

SERVICE GUARANTEE. G&K will:

PRINTED NAME

- (a) return all Items picked up on the normal delivery day by the next scheduled delivery day
- (b) repair and return to Customer all Items in need of repair on the next scheduled delivery day
- (c) return all Items in a clean and useable condition
- (d) deliver in one week, Items of a standard size and color ordered for all new employees provided such order was received on a regular delivery day.

If G&K fails to meet these guarantees, Customer will be entitled to a credit equal to the weekly charge for the nonconforming Item.

If Customer believes G&K has consistently failed to provide quality service as required under this Agreement, Customer may terminate this Agreement without penalty, provided that Customer first gives G&K written notice (sent by certified mail to address above) detailing such service deficiencies and G&K fails to resolve such deficiencies within sixty (60) days after G&K's receipt of such notice. Customer concerns shall be presumed resolved unless Customer gives G&K a second written notice detailing the continuing deficiencies within ten (10) days after the expiration of such sixty (60) day resolution period. Customer may then cancel this Agreement provided that all previous balances due to G&K are paid, rental Items are returned to G&K in good and usable condition and replacement value is paid for lost/damaged rental Items. Any interruption of G&K's usual operations, or delay or termination of the service provided for in this Agreement by reason of acts of God, fires, explosions, strikes or other industrial disturbances, or any other cause not within the control of G&K shall not be deemed a violation of the Service Guarantee set forth above.

TERM, RENEWAL. This Agreement is effective on the date of signing and continues for sixty (60) months after the first installation (for new Customers) or the date Customer signs a renewal Agreement. The Agreement will be renewed automatically and continuously for successive periods of three (3) years unless Customer or G&K gives written notice (sent by certified mail) of non-renewal to the other at least ninety (90) days prior to the expiration date.

CANCELLATION WITHOUT CAUSE. If Customer breaches or prematurely terminates this Agreement for any reason, except for reasons set forth in the Guarantee clause above, Customer will pay G&K, as liquidated damages (not as a penalty) an amount equal to fifty percent (50%) of the average weekly amounts invoiced to Customer during the ninety (90) days preceding the breach multiplied by the number of weeks remaining in the term of this Agreement, beginning with the date of breach. These damages will be in addition to all other amounts owed by Customer to G&K on the date of breach or wrongful termination, including any unreturned or damaged Items resulting from the breach. Customer agrees to pay G&K all costs, including reasonable attorney's fees, incurred by G&K to enforce Customer's obligations under this Agreement.

MISCELLANEOUS. (1) Unless specified, Items supplied under this Agreement are not "flame retardant" and are not designed for areas of flammability or recommended when contact with hazardous materials or ignition sources is possible, in which case burns or other serious injuries may result. G&K has advised Customer of availability of flame-retardant garments and recommended their use where employees may work in the above conditions. G&K may not be the maker of these garments and has not made and does not make any representation, warranty or covenant, express or implied, with respect to their quality, safety or suitability for Customer use. (2) Customer certifies that neither "lead nor blood borne pathogen-contaminated material" will be offered to G&K. Other heavy metals or materials that pose a health or environmental hazard have been disclosed to G&K prior to installation of account. (3) Customer agrees to "indemnify and/or hold harmless" G&K from and against any and all losses, claims, demands and injury to Customer and any other person or property arising from use of Items. G&K assumes no responsibility for Items serviced once they are in Customer's possession.

represents to G&K that the person signing the Service Agreeme binding and inure to the benefit of the parties, their respective su	nt and Addendum(s) does so with the full a	uthority to do so. This Agreement shall be
CUSTOMER AUTHORIZATION	G&K SERVICES	AUTHORIZATION
CUSTOMER SIGNATURE	SALES PROFESSIONAL SIGNATURE	MGMT SUBMISSION DATE



G&K Services 2811 E Philadelphia Suite B Ontario, CA 91761

G&K SERVICES (G&K)	SERVICE AGREEMENT NUMBER
ADDENDUM TO SERVICE AGREEM	ENT 559007
COMPANY NAME (Customer) Victor Valley	College
ADDRESS 18422 Bear Valley	Road
Victorville Ca, 923	392
PHONE N	NUMBER 745 4771

MERCHANDISE / SERVICE ITEMS (ITEMS)					
ITEM DESCRIPTION	NUMBER OF PERSON/QTY.	INVENTORY PER PERSON/ITEM	CHARGE PER CHANGE/ITEM	SERVICE FREQUENCY	CURRENT UNIT REPLACEMENT OR LOSS/DAMAGE VALUE
Industrial Shirt	35	11	.46	W	15.00
Industrial Shirt Lockers (8 man)		5	NC		

	CHARGE
Prep	2.00
Nametag	2.00
Emblem	2.00
Embroidery	NA
Changeovers	7.00
Exchanges	200

	CHARGE
Outsizes	2000
Special Cuts	20 00
Auto Replacement	600
Environmental WW	5.00
Energy Surcharge	. 5.00

Est, totals	CHARGE
Shirts	80.50
W.W. / Energy	10.00
weekley"	90.50
Monthly	362.00
Yearly	4,344,00
J	

COMMENTS			
		 and the second s	***************************************
	 		in

Customer and G&K agree that Merchandise/Service Items listed above shall be governed by the provisions of the Service Agreement between Customer and G&K, which provisions are incorporated by reference into this Addendum.

CUSTOMER AUTHORIZATION	G&K SERVICES AUTHORIZATION		
CUSTOMER SIGNATURE	PROFESSIONAL SALES SIGNATURE	MGMT SUBMISSION DATE	
PRINTED NAME	PRINTED NAME Robert Richter	TITLE	
TITLE	G&K MGMT SIGNATURE	MGMT ACCEPTANCE DATE	

ADMINISTRATIVE SERVICES

MARCH 8, 2005

TOPIC: AGREEMENT - HI DESERT ALARM

TO THE SUPERINTENDENT/PRESIDENT:

The district desires to enter into an agreement with Hi Desert Alarm, which will permanently change the manner in which the campus burglar alarm systems are monitored. Currently, this system is monitored off campus, at a cost of approximately \$9,000.00 per year. Under the new agreement, the Campus Police will directly monitor the burglar alarm systems. While the initial cost to install this system is \$9,000, it will save the District \$9,000.00 annually. Per State regulations, fire alarm systems will continue to be monitored off-campus.

Fiscal impact: \$9000

RECOMMENDATION:

It is recommended that the Board of Trustees approve the agreement with Hi Desert Alarm to install burglar alarm monitoring equipment, to allow campus police to directly monitor this alarm system on campus.

REFERENCE FOR AGENDA: YES

Signed: Vice President, Administrative Services

TRANSMITTED TO THE BOARD WITH A FAVORABLE RECOMMENDATION:

Signed: Superintendent/President

ACTION TAKEN BY THE BOARD:	
MOTION	
SECOND	
INFORMATION ONLY	

V.V.C. VOICE DIALERS-PAGERS

HI DESERT ALARM & FIRE SPRINKLERS 16637 MOJAVE DR. 02/07/05

VICTORVILLE, CA. 92392

PROPOSAL FOR

TELEPHONE 760-245-8600

VICTORVILLE COMMUNITY COLLEGE 18422 BEAR VALLEY ROAD

FAX 760-245-0071

VICTORVILLE, CA. 92392

ATTN: STEVE GARCIA

MEL WOLF CONSULTANT

TELE: 760/245/4271 EXT 2472

FAX:

	rax.			
DEVICES TO BE INSTALLED OR SUPPLIED	QTY.	PRICE EACH	TO	OTAL
AD-2001 VOICE DIALER/PAGER	1	\$184.62		184.62
ALTRONIX POWER SUPPLY WITH BOX	1	\$115.38		115.38
4-AH BATTERY BACKUP	1	\$20.00		20.00
	0	\$0.00		-
	0	\$0.00	\$	
	0	\$0.00	\$	-
	0	\$0.00	\$	-
	0	\$0.00	\$	-
	0	\$0.00	\$	-
	0	\$0.00	\$	-
	0	\$0.00	\$	-
MISC WIRE, CONNECTORS, J-BOXES, ECT.		\$38.46	\$	38.46
SUB-TOTAL EQUIPMENT			\$	358.46
TAX ON EQUIPMENT			\$	27.78
PLANS AND PERMITS WITH LOCAL POLICE / FIRE DEPT	. IF REQ	UIRED	\$	-
LABOR			\$	120.00
TOTAL FOR PURCHASED SYSTEM			\$	506.24
TOTAL FOR INSTALL			\$	506.24
20 SYSTEMS	20	\$450.0	5 \$	9,000.00
20 0 10 12		·	-	•

SUBSCRIBER TO PROVIDE 110A/C, TELEPHONE, AND ACCESS AS NEEDED

NOTE; THIS IS AN ESTIMATE ONLY.
INSTALLATION WILL REQUIRE A SIGNED CONTRACT WITH HI DESERT ALARM.

AUTHORIZATION TO PROCEDE WITH CONTRACT. SIGNATURE		
PRINT NAME		
DATE		

MARCH 8, 2005

TOPIC: AGREEMENT – CAL K-12 CONSTRUCTION, INC.

TO THE SUPERINTENDENT/PRESIDENT:

The district wishes to accept the proposal from CAL K-12 Construction, Inc. for Construction Management services for the Speech / Drama Studio Addition.

Fiscal Impact: \$537,450.00 (This project is State funded and will be 100% reimbursable to the district.)

RECOMMENDATION:	
It is recommended the board accept the provide Construction Management services	proposal from Cal K-12 Construction, Inc. to for the Speech / Drama Studio Addition.
REFERENCE FOR AGENDA: YES	Signed: Vice President, Administrative Services
TRANSMITTED TO THE BOARD WITH	Signed: Superimendent/President
ACTION TAKEN BY THE BOARD:	
MOTION	
SECOND	Ayes Noes
INFORMATION ONLY	



Steve Marse
Chief Executive Officer
smarse@calk12com

Diane Storms
Chief Financial Officer
dstorms@calk12.com

CONSTRUCTION, INC.

"We Manage to Succeed"

September 29, 2004

Mr. Louis E. Zellers Interim Vice President Administrative Services Victor Valley College 18422 Bear Valley Road Victorville, Ca. 92392-5849

RE: Construction Management for the Speech / Drama Studio Addition

Dear Mr. Zellers:

Thank you for your request for a proposal for construction management for the speech/drama studio addition. We are pleased to offer the following:

PROPOSAL

Cal K-12 Construction, Inc. (Construction Manager) proposes to further the interests of the Victor Valley College (Owner) by furnishing Construction Management services in cooperation with and in reliance upon, the services of the Architect. We propose to furnish the duties customarily provided and associated with a typical construction management service agreement. This service shall be performed in an expeditious and economical manner consistent with the interests of the Victor Valley College.

The extent of the duties, responsibilities and limitations of authority of the Construction Manager as a representative of the Owner during and prior to construction would be controlled by an agreement similar to that attached for your review.

Services are proposed at a total rate of seven and one half per cent (7.5%) of the combined construction cost established at the time of bid. General Conditions are at a rate of 5% with Fees at a rate of 2.5% for a total amount of Five Hundered Thirty-seven thousand four hundered fifty four dollars and no cents (\$537,450.00). Site staffing shall be as follows: One project manager and one assistant project manager on site throughout the duration of construction, site staff would mobilize approximately 2 months prior to the start of construction. The onsite staff shall be fully supported and augmented (as deemed necessary by the Owner and/or workload) by the corporate offsite staff. The Construction Manager would provide all generic support conditions which must be in place to support all construction aspects for the construction project manager. These include but are not limited to: onsite office, construction project management personnel salary, site office equipment, supplies, phone, phone services, fax services, copy machine, site vehicle, normal course of business postage, mobile communication onsite (two way radios), cellular phones and all other miscellaneous items required for the administration of this project.

Thank you again for this opportunity. We look forward to meeting with you at your convenience.

Sincerely,

Steve Morse President, CEO

> 32598 Oak Glen Road Yucaipa, CA 92399

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

MARCH 8, 2005

Vice President, Administrative Services

Ayes ____ Noes ____

TOPIC: AGREEMENT – CAL K-12 CONSTRUCTION, INC.

TO THE SUPERINTENDENT/PRESIDENT:

The district wishes to accept the proposal from CAL K-12 Construction, Inc. for Construction Management services for the seismic retrofit of the Auxiliary Gym.

Fiscal Impact: \$216,374.40(This project is State funded and will be 100% reimbursable to the district.)

RECOMMENDATION:

oosal from Cal K	K-12 Construction	on, Inc. to provide
smic retrofit of th	ne Auxiliary Gyn	n,
	2 /	
		211
Signed:	OW	July
		smic retrofit of the Auxiliary Gyr Signed:

TRANSMITTED TO THE BOARD WITH A FAVORABLE RECOMMENDATION:

	Signed: Sunces
	Superintendent/President
ACTION TAKEN BY THE BOARD:	
MOTION	

INFORMATION ONLY

SECOND



Steve Morse Chief Executive Officer smorse@calk12 com Diane Storms
Chief Financial Officer
dstorms@calk12.com

CONSTRUCTION, INC.

"We Manage to Succeed"

September 29, 2004

Mr. Louis E. Zellers Interim Vice President Administrative Services Victor Valley College 18422 Bear Valley Road Victorville, Ca. 92392-5849

RE: Construction Management for the Seismic Retrofit of the Auxillary Gym

Dear Mr. Zellers:

Thank you for your request for a proposal for construction management for the seismic retrofit of your auxillary gymnasium. We are pleased to offer the following:

PROPOSAL

Cal K-12 Construction, Inc. (Construction Manager) proposes to further the interests of the Victor Valley College (Owner) by furnishing Construction Management services in cooperation with and in reliance upon, the services of the Architect. We propose to furnish the duties customarily provided and associated with a typical construction management service agreement. This service shall be performed in an expeditious and economical manner consistent with the interests of the Victor Valley College.

The extent of the duties, responsibilities and limitations of authority of the Construction Manager as a representative of the Owner during and prior to construction would be controlled by an agreement similar to that attached for your review.

Services are proposed at a total rate of seven and one half per cent (7.5%) of the combined construction cost established at the time of bid. General Conditions are at a rate of 5% with Fees at a rate of 2.5% for a total amount of Two Hundered Sixteen thousand three hundered seventy four dollars and forty cents (\$216,374,40). Site staffing shall be as follows: One project manager and one assistant project manager on site throughout the duration of construction, site staff would mobilize approximately 2 months prior to the start of construction. The onsite staff shall be fully supported and augmented (as deemed necessary by the Owner and/or workload) by the corporate offsite staff. The Construction Manager would provide all generic support conditions which must be in place to support all construction aspects for the construction project manager. These include but are not limited to: onsite office, construction project management personnel salary, site office equipment, supplies, phone, phone services, fax services, copy machine, site vehicle, normal course of business postage, mobile communication onsite (two way radios), cellular phones and all other miscellaneous items required for the administration of this project.

Thank you again for this opportunity. We look forward to meeting with you at your convenience.

Sincerely,

Steve Morse President, CEO

> 32598 Oak Glen Road Yucaipa, CA. 92399

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

ADMINISTRATIVE SERVICES

MARCH 8, 2005

TOPIC: AGREEMENT - NESDOOR AUTOMATIC & MANUAL DOOR SERVICES

TO THE SUPERINTENDENT/PRESIDENT:

The district wishes to enter into an agreement with Nesdoor Automatic & manual Door Service to furnish and install (1) Pair of aluminum manual swing doors, and (1) single slide automatic sliding door for the scooter barn at the bus stop.

Fiscal impact: \$7,325.00 to be charged to local redevelopment funds available for this type of project.

RECOMMENDATION:

It is recommended the Board of Trustees approve the agreement with Nesdoor Automatic & Manual Door Service to furnish and install front and back doors at the bus barn bus stop as detailed

REFERENCE FOR AGENDA: YES	S Signed: _/		M	yau
	V	ice Preside	nt, Adr	ministrative Services

TRANSMITTED TO THE BOARD WITH A FAVORABLE RECOMMENDATION:

Signed:	(yespisicer)
	Superintendent/President

ACTION TAKEN BY THE BOARD	:
MOTION	
SECOND	
INFORMATION ONLY	



147 W. Route 66, #740 • Glendora • CA 91740

6373667 1-888-NESDOOR fax 626-963-9553 Contr. Lic.#848804

Data.	

January 27, 2005

To:

Victorvalley College

Attention: Jack, Engineering Dept.

Subject:

Electric Wheelchair storage room

BACK DOOR

Thank you for calling NESDOOR for your automatic and manual door service and installation.

NESDOOR is pleased to submit the following proposal for your approval.

INCLUSIONS

Furnish and Install (1) Pair of aluminum Dark Bronze anodized manual swing doors with locking panic exit devices, '4" safety glass, overhead concealed door closers, 10" bottom rails, and aluminum doors wall frame assembly (up and over).

EXCLUSIONS

Additional parts and/or labor. Wire run. Concrete work. Permits.

TOTAL PROPOSAL PRICE	\$ 1,850.00
Regards,	OK. Date:
for AME	Signature: Print Name: P.O. #

Nestor A. Montoya Customer Service

Remarks the second of the second



147 W. Route 66, #740 • Glendora • CA 91740

6373667 1-888-NESDOOR fax 626-963-9553 Contr. Lic. # 848804

Date:

January 27, 2005

To:

Victorvalley College

Attention: Jack, Engineering Dept.

Subject:

Electric Wheelchair storage room

Front Door

Thank you for calling NESDOOR for your automatic and manual door service and installation.

NESDOOR is pleased to submit the following proposal for your approval.

INCLUSIONS

Furnish and Install (1) Single Slide Automatic Sliding door in aluminum Dark Bronze anodized, surface applied to the exterior, with solenoid electric locking system, locking panic exit paddle device, 4" safety glass, overhead presence sensors, 10" bottom rails, and radio remote activation wall push plate on the interior (exterior card reader activation by others).

Additional parts and/or labor.	Wire run.	Concrete work.	Permits.
			\$ 5,4

 $\chi_{(1,1)}(x) = \chi_{(1,1)}(x) + \frac{1}{2} (x^2 + x^2 + x$

Regards, OK. Date:_____ Signature: Print Name: P.O. #

Nestor A. Montoya Customer Service

ADMINISTRATIVE SERVICES

MARCH 8, 2005

TOPIC: AGREEMENT - GALE / JORDAN AND ASSOCIATES, INC.

TO THE SUPERINTENDENT/PRESIDENT:

The district desires to enter into an agreement with Gale/Jordan and Associates, Inc. to provide the on-site hygienist and air-monitoring for the Liberal Arts Building Asbestos Abatement Project, as required by law.

Fiscal impact: Fund 71 expenditure, not to exceed \$20,000 (reimbursed by the Chancellor's Office through the Hazardous Substances program).

RECOMMENDATION:

It is recommended the Board of Trustees approve the agreement with Gale / Jordan and Associates, Inc. for the on-site hygienist and air monitoring of the abatement and reconstruction of the Liberal Arts Building, not to exceed \$20,000

REFERENCE FOR AGENDA: YES	Signed:	drw	Jan
	Vice 1	President, Admin	istrative Services

TRANSMITTED TO THE BOARD WITH A FAVORABLE RECOMMENDATION:

	Signed: Suncer
	Superintendent/President
ACTION TAKEN BY THE BOARD:	
MOTION	
SECOND	Ayes Noes
INICODMATION ONLY	

gale/jordan associates, inc.

ENVIRONMENTAL MANAGEMENT SERVICES

January 27, 2005

Mr. Steve Garcia Victor Valley Community College 18422 Bear Valley Road Victorville, CA 92392-5849

Re: Proposal for Environmental Consulting

Asbestos Abatement Project

Liberal Arts Building g/ja Project No. CP04064

Dear Mr. Garcia:

Pursuant to your request, regarding the above-referenced project, gale/jordan associates, inc., (g/ja) is pleased to provide the following proposal.

Scope of Work

g/ja will review the contractor's submittal package for accuracy and completeness, requesting changes as appropriate.

It is assumed that the work will be scheduled in 8-hour shifts. g/ja will be on-site at all times during the work, monitoring the contractor's work, visually approving containment set-ups prior to removal, and visually approving the completion of the removal job prior to final clearance. Contractor paperwork, required postings, respiratory protection and worker health and safety will be reviewed by g/ja. g/ja will communicate with the client and the contractor in regards to job progress, changes in scheduling and the scope of work.

g/ja will perform air monitoring prior to the start of removal to establish baseline airborne fiber concentrations. Personal air monitoring will be performed by the contractor. Final clearance will be performed at the conclusion of abatement in each work area. Air samples removed during the asbestos abatement will be analyzed by Phase Contrast Microscopy (PCM) on-site by a g/ja microscopist who is certified in NIOSH 582.

Mr. S. Garcia January 27, 2005 Page Two

D ... 0 1 1:0 1.1

Cost

Per 8-nour snift labor cost	•		
CAC	1 hour x \$90/hour		\$90
CSST on-site	8 hours x \$60/hour		480
(Including air sampling and anal	ysis [PCM] of air samples)		•
Estimated 8-hour Shift Labor Co	ost	•	\$570

Note: Below is an estimated project cost based on the schedule provided to g/ja by Victor Valley Community College. Mileage will be billed at \$0.28 per mile and calculated at 105 miles each direction. Per diem costs will be calculated at cost plus 10%. Additional hours will be billed at stated rates. Holiday and weekend hours will be billed at 1.5 x the normal rate. Final billing will reflect actual the actual number of shifts and samples.

Shifts	Est. 30 shifts x \$570/shift	\$17,100
CAC – Project management	8 hours x \$90/hour	720
Mileage	3328 mi. x \$0.28/mi	932
Principal	8 hours x \$125/hour	1,000
Report	Flat fee	200
Expenses/Per Diem (if req.)		
Estimated Total		\$19,952

Please contact this office if you have questions or require additional information. Thank you.

Sincerely,

gale/jordan associates, inc.

Thomas A. Jordan

Corporate Vice President

Cal/OSHA Certified Asbestos Consultant

No. 92-0207, Expiration Date 7/27/03

P04155A

ADMINISTR	ATIVE	SERV	/ICES
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MARCH 8, 2005

TOPIC: DONATIONS

TO THE SUPERINTENDENT/PRESIDENT:

The Victor Valley College Foundation has made expenditures from cash donations in the amount of \$6,732.56 to specific funds as listed (for the period 12/31/04 through 01/31/05) for Victor Valley College.

RECOMMENDATION:

It is recommended the Board of Trustees accept the donations as college property.

REFERENCE FOR AGENDA: YES

Signed:
Vice President, Administrative Services

TRANSMITTED TO THE BOARD WITH A FAVORABLE RECOMMENDATION:

Signed: Superintendent/President

ACTION TAKEN BY THE BOARD:
MOTION
SECOND
INFORMATION ONLY

Evnandit	ures Made From	Cash Donations	
Expericit	January, 20		
Project Description	Post date	Transaction Amount	Account Description
Athletics-General	01/20/05	\$80.00	
Athletics-General Total		\$80.00	
Dec. 2004 Nursing Class	01/06/05	\$1,600.09	Printing
Dec. 2004 Nursing Class	01/06/05		Office Expense
Dec. 2004 Nursing Class Total		\$1,761.72	
Friends of the Library	01/06/05	\$73.66	Equipment / Supplies
Friends of the Library	01/06/05	\$80.00	Catering
Friends of the Library Total		\$153.66	
HVAC	01/06/05	\$256.09	Travel
HVAC Total		\$256.09	
Agriculture Dept. (Mitsubishi Cement)	01/06/05	\$670.21	Equipment / Supplies
Agriculture Dept. (Mitsubishi Cement)	01/06/05		Equipment / Supplies
Agriculture Dept. (Mitsubishi Cement)	01/06/05		Equipment / Supplies
Agriculture Dept. (Mitsubishi Cement) Total	0 1700/00	\$1,365.31	
President's Fund	01/06/05	\$76.08	Grants Awarded
President's Fund	01/06/05		Grants Awarded
President's Fund	01/06/05		Grants Awarded
President's Fund	01/06/05		Grants Awarded
President's Fund	01/20/05	\$30.59	Grants Awarded
President's Fund	01/20/05	\$219.27	Grants Awarded
President's Fund	01/20/05	\$43.09	Grants Awarded
President's Fund	01/20/05	\$85.00	Grants Awarded
President's Fund	01/24/05		Grants Awarded
President's Fund	01/07/05	\$740.00	Grants Awarded
President's Fund Total		\$2,172.78	
Softball Fund	01/20/05	\$368.00	Equipment / Supplies
Softball Fund Total		\$368.00	
The California Wellness Foundation	01/12/05	\$575.00	Grants Awarded
The California Wellness Foundation Total	21,72,00	\$575.00	
COLLEGE DEPTS. / PROGRAMS TOTAL		\$6,732.56	

TOPIC: ACADEMIC FIRST YEAR CONTRACT RECOMMENDATIONS

TO THE BOARD OF TRUSTEES:

Pursuant to the requirements of Education Code 87608, first year contract employees must be evaluated in accordance with established procedures and these evaluations must be reviewed by the Board of Trustees prior to formal action. First year contract employees to be evaluated:

James Comer History Sharon Satchell Nursing David Gibbs **Biology** Brian Hendrikson Paramedic Fire Technology Tom Turner Recommendations for these employees may be to: Not enter into a contract for the following academic year a) b) Enter into a contract for the following academic year

Employ as a regular employee for all subsequent academic years (tenure)

Fiscal impact: Budgeted item

RECOMMENDATION:

c)

Following closed session, recommendations will be made regarding the contract status of the employees listed above.

REFERENCE FOR AGENDA: NO

Director of Human Resources

TRANSMITTED TO THE BOARD WITH A FAVORABLE RECOMMENDATION.

	Signed There
	Superintendent/President
ACTION TAKEN BY THE BOARD:	
MOTION	
SECOND	Ayes Noes
INFORMATION ONLY	en e

TOPIC: ACADEMIC SECOND YEAR CONTRACT RECOMMENDATIONS

TO THE BOARD OF TRUSTEES:

Pursuant to the requirements of Education Code 87608.5, second year contract employees must be evaluated in accordance with established procedures and these evaluations must be reviewed by the Board of Trustees prior to formal action. Second year contract employees to be evaluated:

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

Recommendations for these employees may be to:

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

Fiscal impact: Budgeted item

RECOMMENDATION:

Following closed session, recommendations will be made regarding the contract status of the employees listed above.

REFERENCE FOR AGENDA: NO Signed MILLIAM SILLIAM

Director of Human Resources

TRANSMITTED TO THE BOARD WITH A FAVORABLE RECOMMENDATION.

Signed Superimendent/President

ACTION	TA	KEN	BY	THE	BOARD :

MOTION			**
SECOND		Ayes	_ Noes
INFORMATION ONLY			

HUMAN RESOURCES

MARCH 8, 2005

TOPIC: ACADEMIC TENURE RECOMMENDATIONS

TO THE BOARD OF TRUSTEES:

Pursuant to the requirements of Education Code 87609, third-year consecutive contract employees must be evaluated in accordance with established procedures, and these evaluations must be reviewed by the Board of Trustees prior to formal action. Third-year consecutive contract employees to be evaluated:

Joseph Pendleton	Reading Specialist	Neville Slade	Horticulture
Brent Wood	Photography	Bonnie Weathersby	Counseling
Leslie Huiner	Librarian	Melody Ricci	Biology
Robert Feddersen	CIT	Lynn Guardado	Dance
David Rodriguez	Dance	Patricia Teel	English
Shuron Taylor	Graphic Design	Claude Oliver	CIDG
Jeff Ridge	Math	Patricia Jennings	Psychology
Ann Weis	Math	Robert Carlson	Math
Jacqueline Augustine	-		
Carreira	Speech		

Recommendations for these employees may be to:

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

Fiscal impact: budgeted item

ACTION TAKEN BY THE BOARD:

RECOMMENDATION:

Following closed session, recommendations will be made regarding the contract status of the employees listed above.

REFERENCE FOR AGENDA: NO Signed MLL ()

Director of Human Resources

TRANSMITTED TO THE BOARD WITH A FAVORABLE RECOMMENDATION.

Signed Sounce	1)
Superintendent/Pres	sident
	·.

MOTION			
SECOND	Ayes	Noes	٠.

MARCH 8, 2005

TOPIC: ABOLISHMENT OF CLASSIFIED POSITION

TO THE BOARD OF TRUSTEES:

The district has determined that there is no longer a need for the position of network engineer. The district requests that the board adopt the attached resolution authorizing and directing the superintendent/president to give notice of layoff to the incumbent in the network engineer position.

RECOMMENDATION:	

It is recommended that the board adopt the as listed.	te resolution to abolish the position of network engineer
REFERENCE FOR AGENDA: YES	Signed MILIAN SELIHIOF Director of Human Resources
TRANSMITTED TO THE BOARD WIT	H A FAVORABLE RECOMMENDATION.

Superingendent/President

ACTION TAKEN BY THE BOARD:

MOTION______

SECOND_____ Ayes__ Noes__

INFORMATION ONLY____

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT

RESOLUTION TO ABOLISH POSITION AND REDUCE STAFF

- WHEREAS, the Board of Trustees hereby finds that the classification of network engineer is no longer necessary to the operations of the district, and that it should eliminate the particular service described herein effective May 2, 2005; and
- WHEREAS, there is one classified employee serving in the classification of network engineer, for whom there will be no work effective on May 2, 2005;
- NOW THEREFORE BE IT RESOLVED THAT effective May 2, 2005, the class of network engineer, currently assigned to the above described program, shall be eliminated.
- BE IT FURTHER RESOLVED that the district administration is directed to provide proper notice as required by law to the effected classified employee serving in the classification described herein that the employee will be laid off for lack of work effective at the close of the business day May 2, 2005, which date shall be no less than 45 days after notice to such employee. This notice shall include information regarding displacement rights, if any, and reemployment rights. If the employee exercises displacement rights, notice shall be given to the employee subject to displacement that he/she will be laid off for lack of work effective the same day.

District at its regular meeting on March 8, 2005.	
Joe Range, President	Date
Bettye Underhill, Clerk	Date

This resolution was adopted by the Board of Trustees of the Victor Valley Community College

TOPIC: CLASSIFICATION AND SALARY STUDY

TO THE BOARD OF TRUSTEES:

INFORMATION ONLY

At the regular Board of Trustees meeting on February 8, 2005, Sophie Fleming of the Hay Group made a preliminary presentation for information only of the results of the classification and salary study completed for classified and management employees. This study is now being presented to the board for approval. The board will be approving the Hay Group's suggested ranking of positions. Salary recommendations are subject to negotiations and/or the meet and confer process and are therefore not being approved at this time. The Classification and Salary Study Committee, in an effort to maintain equity and fairness, recommends that the implementation of changes to salary occur at the same time and in the same manner for both classified and management groups. This committee recommends that both classified and management groups complete the negotiations and meet and confer processes by July 1, 2005.

Fiscal impact: None

RECOMMENDATION:	
It is recommended that the Board by the Hay Group as listed. REFERENCE FOR AGENDA: YI	of Trustees approve the classification study results presented Signed William Resources
TRANSMITTED TO THE BOAR	D WITH A FAVORABLE RECOMMENDATION. Signed John Market Superintendent/President
ACTION TAKEN BY THE BOAI	RD:
MOTION	
SECOND	Ayes Noes



Classification and Compensation Study Presentation to Board of Trustees

January 25, 2005

HayGroup

Presentation By

Sophie Fleming Consultant Hay Group Los Angeles

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Today's Objectives

- recommendations, to enable the Board to review the study and provide Provide an overview of the study methodology, results and approval at the March Board meeting;
- Answer questions and respond to comments on the results of the study.

Project Objectives and Deliverables

- This project was focused on providing the following:
- A review of the existing classification structure and employee allocations to ensure proper classification of the positions covered by the project;
- A classification schema which is an accurate reflection of the type of work and roles performed by classified employees in the District;
- The job content of each classification evaluated and appropriate internal rankings determined;
- A compensation study which focuses on comparable Districts and other relevant organizations as a basis for salary comparison;
- changes, if necessary, based upon an analysis of internal and external A review of the existing salary structure with recommendations for

Project Objectives and Deliverables (cont'd.)

- Specific recommendations regarding the appropriate level of compensation for all classes;
- Recommendations to update and administer the new plan;
- The internal capability to manage and administer the plan in the future;
- the participative partnership, regular communication and a fair, yet time-A high degree of acceptance of the project process and results through efficient "appeals process."

Project Methodology

- Scope of study covered management, administrative, confidential and classified jobs (123 classifications, 218 employees);
- Project began in March 2004, with all employee launch sessions;
- Each employee completed a Position Description Questionnaire, which was signed-of by the supervisor;
- Hay conducted brief telephone interviews with a number of employees to clarify their role and ensure our complete understanding;
- We evaluated each job using the Hay guide Chart Profile Method of Job Evaluation, which measures job content using the following
- Know-how
- Problem-solving
- Accountability

Project Methodology (cont'd.)

- We conducted a salary survey of comparable organizations, including Imperial CCD, Mira Costa CCD, Rio Hondo CCD, San Luis Obispo Cerritos CCD, Citrus CCD, City of Victorville, Glendale CCD, CCD, Santa Clarita CCD, Southwestern CCD;
- 7 other organizations were invited to participate but declined;
- VVCC jobs were matched to the survey participants jobs based on job content;
- We compared the entry level salary rate and the top rate at VVCC with the peer group;
- We supplemented our analysis using the 2004 CUPA-HR salary
- All data are effective June 1, 2004.

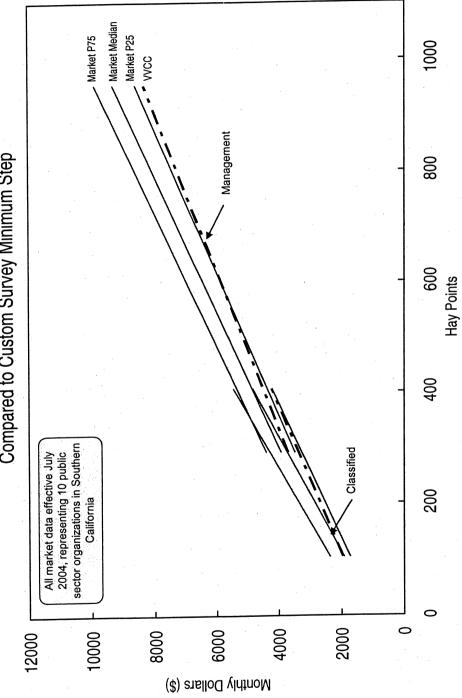
Findings

- Hay can group all VVCC jobs into 18 grades, based on Hay job evaluation points;
- Some classifications titles do not reflect the job content, including:
- Instructional Assistant I reclassified as Instructional Assistant
- Instructional Assistant III reclassified as Senior Instructional Assistant
- Instructional Assistant II reclassified as either Instructional Assistant or Senior Instructional Assistant
- Overall classified and management ranges are below market median.
- In the market peer group:
- The difference between the bottom and top step was 20%, generally;
- Step increases varied between 4% and 5%;

Victor Valley CCD\Proposal\VVCCD Presentation.ppt

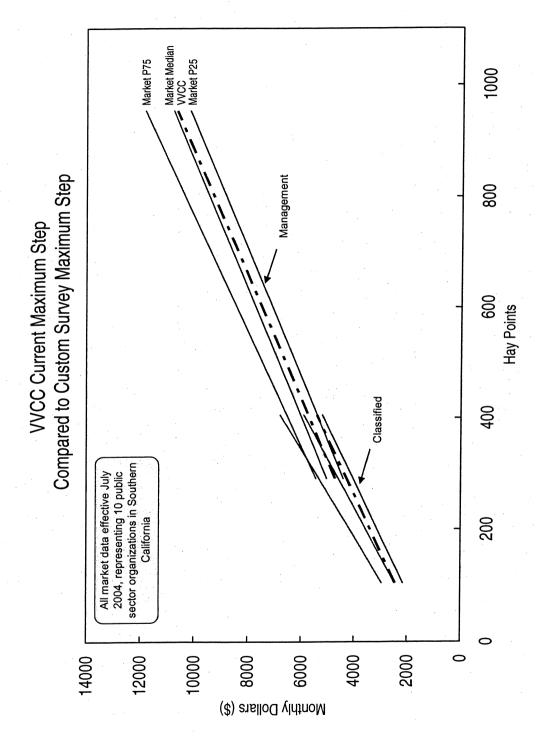
Findings (cont'd.)





Victor Valley CCD\Proposal\VVCCD Presentation.ppt

Findings (cont'd.)



Recommendations

- Adopt one overall grading structure for all jobs at VVCC;
- Adopt distinct salary ranges for classified and for administrative/ management/confidential jobs;
- Adopt/negotiate salary ranges where the top steps target the median of the market peer group;
- Maintain ranges with 6 steps, with 4% increments between each step;
- ranges; maintain salaries above the maximum at their current level affordability, move all salaries to the next higher step in the new Upon implementation, or within 12 to 18 months depending on until the range catches up.

Recommendations (cont'd.)

				Cla	Classified				
Grade Level	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6 (Mkt)	Step	Step 1 to	Midpt
7	\$2,050	\$2,130	\$2,220	\$2,310	\$2,400	\$2,500	4%	82%	
8	\$2,200	\$2,290	\$2,380	\$2,480	\$2,580	\$2,680	4%	82%	7%
6	\$2,340	\$2,430	\$2,530	\$2,630	\$2,740	\$2,850	4%	82%	%9
10	\$2,510	\$2,610	\$2,710	\$2,820	\$2,930	\$3,050	4%		
11	\$2,670	\$2,780	\$2,890	\$3,010	\$3,130	\$3,250	4%		
12	\$2,880	\$3,000	\$3,120	\$3,240	\$3,370	\$3,500	4%		
13	\$3,290	\$3,420	\$3,560	\$3,700	\$3,850	\$4,000	4%		
41	\$3,780	\$3,930	\$4,090	\$4,250	\$4,420	\$4,600	4%		
15	\$4,320	\$4,490	\$4,670	\$4,860	\$5,050	\$5,250	4%		
16	\$4,820	\$5,010	\$5,210	\$5,420	\$5,640	\$5,870	4%	82%	

* Classified salary ranges are subject to negotiation with the union.

Victor Valley CCD\Proposal\VVCCD Presentation.ppt

Recommendations (cont'd.)

\$2\$ (\$\frac{\text{step 1}}{\text{step 1}}\$) \$\frac{\text{step 2}}{\text{step 3}}\$ \$\frac{\text{step 4}}{\text{step 4}}\$ \$\frac{\text{step 4}}{\text{step 4}}\$ \$\frac{\text{step 4}}{\text{step 4}}\$ \$\frac{\text{step 4}}{\text{step 4}}\$ \$\frac{\text{step 4}}{\text{step 600}}\$ \$\frac{\text{step 4}}{\text{step 600}}\$ \$\frac{\text{step 4}}{\text{step 600}}\$ \$\frac{\text{step 4}}{\text{step 600}}\$ \$\frac{\text{step 4}}{\text{step 6}}\$ \$\frac{\text{step 6}}{\text{step 6}}\$ \$\frac{\text{step 6}}{s	Administ	Administrative/Management/Confidentia	gement/Co	nfidential			
\$3,700 \$3,850 \$4,000 \$4,160 \$4,090 \$4,250 \$4,420 \$4,600 \$4,440 \$4,620 \$4,990 \$4,890 \$5,090 \$5,290 \$5,500 \$5,570 \$5,790 \$6,020 \$6,260 \$6,250 \$6,500 \$6,760 \$7,030 \$6,900 \$7,180 \$7,470 \$7,770 \$6,900 \$7,780 \$8,090 \$8,410 \$7,480 \$7,780 \$8,090 \$8,410 \$8,440 \$8,780 \$9,130 \$9,490 \$9,620 \$10,000 \$10,400 \$10,820	Step 2	Step 4	Step 5	Step 6 (Mkt)	Step Inc.	Range Width	Midpt Progr
\$4,090 \$4,250 \$4,420 \$4,600 \$4,440 \$4,620 \$4,800 \$4,990 \$4,890 \$5,090 \$5,290 \$5,500 \$5,570 \$5,790 \$6,020 \$6,260 \$6,250 \$6,500 \$6,760 \$7,030 \$6,900 \$7,180 \$7,470 \$7,770 \$6,900 \$7,780 \$8,090 \$8,410 \$7,480 \$7,780 \$8,090 \$8,410 \$8,440 \$8,780 \$9,130 \$9,490 \$9,620 \$10,000 \$10,820	\$3,850		\$4,330	\$4,500	4%	22%	
\$4,440 \$4,620 \$4,800 \$4,990 \$4,480 \$5,090 \$5,290 \$5,500 \$5,290 \$6,260 \$6,250 \$6,260 \$7,030 \$6,900 \$7,180 \$7,470 \$7,770 \$7,480 \$7,780 \$8,090 \$8,410 \$7,480 \$8,780 \$8,090 \$10,820 \$6,000 \$10,400 \$10,820	\$4,250		\$4,780	\$4,970	4%	22%	10.4%
\$4,890 \$5,090 \$5,290 \$5,500 \$5,570 \$5,790 \$6,020 \$6,260 \$6,250 \$6,500 \$6,760 \$7,030 \$6,900 \$7,180 \$7,470 \$7,770 \$7,480 \$7,780 \$8,090 \$8,410 \$8,440 \$8,780 \$9,130 \$9,490 \$9,620 \$10,000 \$10,400 \$10,820	\$4,620		\$5,190	\$5,400	4%	22%	8.7%
\$5,570 \$5,790 \$6,020 \$6,260 \$6,250 \$6,500 \$6,760 \$7,030 \$6,900 \$7,180 \$7,470 \$7,770 \$7,480 \$7,780 \$8,090 \$8,410 \$8,440 \$8,780 \$9,130 \$9,490 \$9,620 \$10,000 \$10,400 \$10,820	\$5,090		\$5,720	\$5,950	4%	22%	10.2%
\$6,250 \$6,500 \$6,760 \$7,030 \$6,900 \$7,180 \$7,470 \$7,770 \$7,480 \$7,780 \$8,090 \$8,410 \$8,440 \$8,780 \$9,130 \$9,490 \$9,620 \$10,000 \$10,820	\$5,790		\$6,510	\$6,770	4%	22%	13.8%
\$6,900 \$7,180 \$7,470 \$7,770 \$7,480 \$7,780 \$8,090 \$8,410 \$8,440 \$8,780 \$9,130 \$9,490 \$9,620 \$10,000 \$10,400 \$10,820	\$6,500		\$7,310	\$7,600	4%	22%	12.3%
\$7,480 \$7,780 \$8,090 \$8,410 \$8,440 \$8,780 \$9,130 \$9,490 \$9,620 \$10,000 \$10,400 \$10,820	\$7,180		\$8,080	\$8,400	4%	22%	10.5%
\$8,440 \$8,780 \$9,130 \$9,490 \$9,620 \$10,000 \$10,400 \$10,820	\$7,780		\$8,750	\$9,100	4%	22%	8.3%
\$9,620 \$10,000 \$10,400 \$10,820	\$8,780		\$9,870	\$10,260	4%	22%	12.7%
#40 0c0 #44 400 #44 pg0 #40 330	\$10,000		\$11,250	\$11,696	4%	22%	14.0%
000,714 000,114		3 \$12,330	\$12,820	\$13,334	4%	22%	14.0%
24 \$12,500 \$13,000 \$13,520 \$14,060 \$	\$13,000		\$14,620	\$15,201	4%	22%	14.0%

Next Steps

- Presentation to all constituents
- Board approval
- Communication to each individual employee
- Appeals
- Negotiation of classified ranges

Victor Valley CCD\Proposal\VVCCD Presentation.ppt

HayGroup

Questions?

VVCCD Job Ranking

# Job Title	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Classified/ Admin-Mamt-
1 SUPT/PRESIDENT	24	12 500	13,000	13 500	. 7		- 4	
2 EXEC VP/DEPLITY SLIPER		0690	10,000	40.400	000,1	070,4	10,201	
	77	0,020	000,01	004,01	10,020	062,11	11,090	1,696 Admin-Migmi-Coni
T	21	8,440	8,780	9,130	9,490	9,870	10,260	Admin-Mgmt-Conf
4 VP, STUDENT SERVICES	21	8,440	8,780	9,130	9,490	9,870	10,260	10,260 Admin-Mgmt-Conf
	20	7,480	7,780	8,090	8,410	8,750	9.100	Admin-Mamt-Conf
	20	7,480	7,780	8,090	8,410	8,750	9,100	9,100 Admin-Mamt-Conf
DEAN,	20	7,480	7,780	8,090	8,410	8,750	9,100	9,100 Admin-Mgmt-Conf
8 DEAN, STUDENT SERVIC	20	7,480	7,780	8,090	8,410	8,750	9,100	9,100 Admin-Mgmt-Conf
9 DIRECTOR-HUMAN RESOU	19	006'9	7,180	7,470	7,770	8,080	8,400	Admin-Mamt-Conf
	19	006'9	7,180	7,470	7,770	8,080	8,400	8,400 Admin-Mgmt-Conf
11 DIRECTOR-INSTI'TL CO	19	006'9	7,180	7,470	7,770	8,080	8,400	8,400 Admin-Mgmt-Conf
12 DIRECTOR-FISCAL SVCS	18	6,250	6,500	6,760	7,030	7,310	7.600	Admin-Mamt-Conf
13 DIRECTOR-NURSING PRO	18	6,250	6,500	6,760	7,030	7,310	7,600	Admin-Mgmt-Conf
\neg	18	6,250	6,500	6,760	7,030	7,310	7,600	7,600 Admin-Mgmt-Conf
\neg	48	6,250	6,500	6,760	7,030	7,310	7,600	Admin-Mgmt-Conf
\dashv	9	6,250	6,500	6,760	7,030	7,310	7,600	7,600 Admin-Mgmt-Conf
\neg	9	6,250	6,500	6,760	7,030	7,310	7,600	7,600 Admin-Mgmt-Conf
寸	9	6,250	6,500	6,760	7,030	7,310	7,600	Admin-Mgmt-Conf
DIRECTOR-ATHLETICS	9	6,250	6,500	6,760	7,030	7,310	7,600	7,600 Admin-Mgmt-Conf
DIRECTOR-FINANCIAL	<u>@</u>	6,250	6,500	6,760	7,030	7,310	7,600	Admin-Mgmt-Conf
寸	8	6,250	6,500	6,760	7,030	7,310	7,600	7,600 Admin-Mgmt-Conf
十	9	6,250	6,500	6,760	7,030	7,310	7,600	Admin-Mgmt-Conf
23 JUIRECTOR-MRKTG, PUBL	18	6,250	6,500	6,760	7,030	7,310	2,600	Admin-Mgmt-Conf
24 DIRECTOR-CHILD DEVEL	17	5,570	5,790	6,020	6,260	6,510	6,770	Admin-Mgmt-Conf
25 NETWORK ENGINEER	16	4,890	5,090	5.290	5.500	5.720	5 950	Classified
26 DIRECTOR-POLICE & PU	16	4,890	5,090	5,290	5,500	5,720	5,950	5,950 Admin-Mamt-Conf
27 INTERIM ASST DIR CDC	15	4 440	4 690	A ROO	000 /	2 100	700	Admin Mam+ Out
28 CALWORKS/JTPA COORDI	15	4 320	4 490	4 670	7 860	3,130	0,400	
29 SR. SYSTEMS ANALYST	15	4,320	4.490	4.670	4,860	5,030	5,230	Classified
30 HUMAN RESOURCES ANAL 2	15	4,440	4,620	4,800	4,990	5.190	5.400	Admin-Mamt-Conf
NETWORK MANAGER	15	4,320	4,490	4,670	4,860	5,050	5,250	5,250 Classified
32 COMMUNICATIONS SYS C	15	4,320	4,490	4,670	4,860	5,050	5,250	Classified
33 IIIVS III L KESEAKCH CO	15	4,320	4,490	4,670	4,860	5,050	5,250	5,250 Classified

#	Job Title	Grade	Sten 4	6 4048	0 : 70				Classified/
Č				otep 2	c date	Step 4	Step 5	Step 6	Admin-Mgmt-
40	SP PROCESS	15	4,440	4,620	4.800	4.990	5 190	7 100	Cont
200	JAK. PROGRAMMER/SOFIW	15	4,320	4,490	4.670	4.860	5,130	2,400	Admini-ivigini-Coni
000	vv EBIVIAS EK	15	4,320	4,490	4,670	4.860	5,030	5,250	Classified
37	ELECTRONICS LAB SPEC	7.	002.6	0000	,	2001	00010	0,230	Vidassilled
38	MO	<u> </u>	3,700	3,930	4,090	4,250	4,420	4,600	Classified
39	PAC COORDINATOR	1 7	4,090	4,250	4,420	4,600	4,780	4,970	Admin-Mamt-Conf
40	PAC TECHNICIAN	4 7	3,780	3,930	4,090	4,250	4,420	4,600	
4	EXECUTIVE ASST-SUBT/	4 ,	3,780	3,930	4,090	4,250	4,420	4,600	Classified
42	DATABASE ADMINISTRAT	4	4,090	4,250	4,420	4,600	4,780	4,970	Admin-Mamt-Conf
43	COORDINATOR STIDENT	41	3,780	3,930	4,090	4,250	4,420	4,600	Classified
44	COORDINATOR-BAVEOLI /	14	4,090	4,250	4,420	4,600	4,780	4,970	Admin-Mamt-Conf
45	FOR SPECIALIST	14	4,090	4,250	4,420	4,600	4,780	4,970	Admin-Mamt-Conf
46	I EAD MAINTENANCE WOD	14	3,780	3,930	4,090	4,250	4,420	4,600	Classified
47	DSPS SPECIALIST	4	3,780	3,930	4,090	4,250	4,420	4,600	Classified
48	HUMAN RESOLIBOES ANAL 1	4 2	3,780	3,930	4,090	4,250	4,420	4,600	Classified
40	ADMIN ASST ALX 3	4	4,090	4,250	4,420	4,600	4,780	4,970	Admin-Mamt-Conf
1 C	COORDINATOR CHRRISE	14	4,090	4,250	4,420	4,600	4,780	4,970	Admin-Mamt-Conf
3 4	ACCIDITATION TIONS IN	14	4,090	4,250	4,420	4,600	4,780	4,970	
20	ACCOON ING LECTINICIA II	14	3,780	3,930	4,090	4,250	4,420	4,600	Classified
53	COMMINICATIONS SYST	14	3,780	3,930	4,090	4,250	4,420	4,600	Classified
5	COMINIONICALIONS STS	14	3,780	3,930	4,090	4,250	4,420	4,600	
54	SERGEANT, POLICE & P	13	2 200	001.0	000	0 100	0 - 0		
22	PLACEMENT SPECIALIST	0 00	2,500	0,420	0,000	3,700	3,850	4,000	Classified
56	CARE SPECIALIST	2 0	067,0	3,420	3,550	3,700	3,850	4,000	Classified
22	PERMIT TEACHER-CDC	2 6	2,290	3,420	3,560	3,700	3,850	4,000	
58	MEDIA SVCS COORDINAT	2 0	0,630	3,420	3,560	3,700	3,850	4,000	Classified
59		2 9	3,290	3,420	3,560	3,700	3,850	4,000	Classified
09	ADMIN ASST-HR	2 5	3,700	3,850	4,000	4,160	4,330	4,500	4,500 Admin-Mgmt-Conf
61	ADMIN SECRETARY II	2 6	3,700	3,850	4,000	4,160	4,330	4,500	Admin-Mgmt-Conf
62	ADMIN SECRETARY II (Administrative Coordinate)	2 0	3,290	3,420	3,560	3,700	3,850	4,000	Classified
63	PLACEMENT SPCI ST-CAI	2 5	3,290	3,420	3,560	3,700	3,850	4,000	Classified
64	PURCHASING TECHNICIA	2 6	3,290	3,420	3,560	3,700	3,850	4,000	Classified
65	VEHICI E & EOI II D MECH	2 5	3,290	3,420	3,560	3,700	3,850	4,000	Classified
99	INSTR'I NTWK/CMDTD M	2	3,290	3,420	3,560	3,700	3,850	4.000	Classified
67	NETWODE/MICDOCOMP I TE	13	3,290	3,420	3,560	3,700	3,850	4,000	Classified
ά	INSTEIN ASST. III (6:	13	3,290	3,420	3,560	3,700	3.850	4 000	Classified
8 8	MAINTENANCE MODIVED	13	3,290	3,420	3,560	3,700	3.850	4,000	4 000 Classified
80	ADMIN ASST BAC	13	3,290	3,420	3,560	3,700	3.850	4 000	Classified
2	DOMIN. ASSI-PAC	13	3,700	3,850	4,000	4.160	4 330	7,000	Admin Mam+ Conf
	RECORDS EVALUATOR II	40	OBB C	000 0	007.0	20-16	7,000	4,300	Admini-ivigmi-Cont
72	MAINTENANCE LOCKSMIT	15	2,000	0,000	3,120	3,240	3,370	3,500	3,500 Classified
		1	2,000	3,000	3,120	3,240	3,370	3,500	3,500 Classified

#									Classified/	
		Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Admin-Mgmt-	
73	BOOKSTORE OPERATIONS	12	2.880	3,000	3 120	070 6	0		le	
4	-	12	2.880	3,000	2,120	0,240	3,370	3,500	Classified	
75	LIBRARY TECH ASSISTA	12	2.880	3,000	3,120	3,240	3,370	3,500	Classified	
9/	HUMAN RESOURCES TECH	12	2 880	000,8	0,120	3,240	3,370	3,500	Classified	
T	ACCOUNTING TECH I-PU	12	2.880	000,6	3,120	3,240	3,370	3,500	Classified	
78	MAINTENANCE TECHNICI	12	2 880	0,00	3,120	3,240	3,370	3,500	Classified	
79	STU DEV CTR SPECIALI	15	2,000	000,0	3,120	3,240	3,370	3,500	Classified	
	ACCOUNTING TECHNICIA	100	2,000	000,5	3,120	3,240	3,370	3,500	Classified	
	LABORATORY TECHNICIA	400	2,000	3,000	3,120	3,240	3,370	3,500	Classified	
	LABORATORY TECHNICIA CHEM	12	2,000	3,000	3,120	3,240	3,370	3,500	Classified	
	AIDE	15	2,880	3,000	3,120	3,240	3,370	3,500	3,500 Classified	
	FOOD SERVICES SPECIA	100	2,000	3,000	3,120	3,240	3,370	3,500	Classified	
Г	LEAD GROUNDS MAINT W	4 5	2,880	3,000	3,120	3,240	3,370	3,500	Classified	
11		71	2,880	3,000	3,120	3,240	3,370	3,500	Classified	
82	LEAD WAREHOUSE DELIV	11	2,670	2,780	2.890	3010	3 120	0.050	17.5.5.10	
十	ADMISSIONS&RECORDS A	Ξ	2,670	2.780	2,890	3,010	0,00	3,230	Classified	
\dashv	ALLENDANCE ACCTG TEC	Ξ	2,670	2.780	2 890	3,010	0,130	3,230	Classified	
\dashv	AUMIN. SECRETARY I	Ξ	2,670	2.780	2 890	3,010	9,130	3,250	Classified	
\dashv		=	2,670	2.780	2 890	3,010	9,130	3,250	Classified	
+	CITATIONS SPECIALIST	11	2,670	2,780	2.890	3.010	9,190	3,250	Classified	
+	CHLD DEV CIR IECHNIC	11	2,670	2,780	2.890	3010	3 130	0,2,0	Classified	
+	CMPS POLICE/SFTY OFC	1	2,670	2,780	2,890	3.010	3,130	3.050	3 250 Classified	
+	CIVIL'S POLICE/PUB SF Y	F	2,670	2,780	2,890	3,010	3 130	3 250	Classified	
一	N S S S S S S S S S S S S S S S S S S S	Ŧ	2,670	2,780	2,890	3,010	3.130	3.250	Classified	
+-	ASSISTANT - FIN AID	=	2,670	2,780	2,890	3,010	3,130	3.250	Classified	
+-			2,670	2,780	2,890	3,010	3,130	3,250	Classified	
-₩H-			2,670	2,780	2,890	3,010	3,130	3,250	Classified	
+~	IYPESELLEK 50% OFFSET BBESS OBEBATO	10	2,510	2,610	2,710	2,820	2.930	3.050	3 050 Classified	
+=	WAREHOLISE DELIVERY W	2	2,510	2,610	2,710	2,820	2,930	3.050	Classified	
+-	ASSOC TEACHER ORG	2	2,510	2,610	2,710	2,820	2.930	3.050	Classified	
+-	OEEICE ASSISTANT	9	2,510	2,610	2,710	2,820	2.930	3,050	3 050 Classified	
	OF FIGE ASSISTANT	10	2,510	2,610	2,710	2.820	2 930	3,050	Olassified	
~/		6	2.340	0.450	0010		2001-	000,0	Olassiiieu	
1	SDC ASSISTANT	6	0,570	2,450	2,330	2,630	2,740	2,850	Classified	
=4	LEAD CUSTODIAN	0	2,240	2,430	2,530	2,630	2,740	2,850	Classified	
15.	SWITCHBOARD OBERATOR		6,040	2,430	2,530	2,630	2,740	2,850	2,850 Classified	
4	CUSTODIAN	8	2,200	2,290	2,380	2.480	2.580	089.0	الموانانومال	
4		8	2,200	2,290	2,380	2.480	2 580	2,000	2,000 Classified	
<	NOTE: ALL CLASSIEIED RANGES ABE BEGEGGES						1,000	4,000,	Classified	

NOTE: ALL CLASSIFIED RANGES ARE PROPOSED AND ARE SUBJECT TO NEGOTIATION

HUMAN RESOURCES

TOPIC: CHANGE IN SIGNATORIES

TO THE BOARD OF TRUSTEES:

SECOND _____

INFORMATION ONLY_____

The Keenan Select 401a profit-sharing plan was created and approved on June 22, 1999. To effect distributions and other transactions for this retirement plan, Dr. William Schmidt, director of Human Resources, will be designated the plan's administrator/trustee, and Mary Pringle, director of Fiscal Services, will also be an authorized signatory. Previous signatories, Lois A. Kobz and Dr. Jim Williams, will be deleted.

Fiscal Impact: Budgeted Item **RECOMMENDATION:** It is recommended that the board approve the signatories for the Keenan Select 401a profitsharing plan--Dr. William Schmidt, administrator/trustee, and Mary Pringle--who replace Lois Kobz and Dr. Jim Williams. Signed WILLIAM STHHIOTO REFERENCE FOR AGENDA: NO TRANSMITTED TO THE BOARD WITH A FAVORABLE RECOMMENDATION. Superintendent/President ACTION TAKEN BY THE BOARD: MOTION Ayes___ Noes

TOPIC: AGREEMENT, SCHOOL AND COLLEGE LEGAL SERVICES OF CALIFORNIA

TO THE SUPERINTENDENT/PRESIDENT:

The district wishes to increase the amount budgeted for the agreement with School and College Legal Services of California to provide limited, specialized legal consultation. The board approved expenditures of \$5,000 on September 14, 2004. The district is requesting an additional \$5,000.

Fiscal impact: Fund 01 budgeted item, not to exceed \$10,000 **RECOMMENDATION:** It is recommended the Board of Trustees increase the expenditures for School and College Legal Services of California not to exceed \$10,000. REFERENCE FOR AGENDA: YES Director, Human Resources TRANSMITTED TO THE BOARD WITH A FAVORABLE RECOMMENDATION:

	Superviteriaent i resident
ACTION TAKEN BY THE BOARD:	
MOTION	
SECOND	Ayes Noes
INFORMATION ONLY	

BILLABLE AGREEMENT

BETWEEN

THE

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT

AND

SCHOOL AND COLLEGE LEGAL SERVICES OF CALIFORNIA

The Victor Valley Community College District (DISTRICT) and SCHOOL AND COLLEGE LEGAL SERVICES OF CALIFORNIA (a legal services program operating under a Joint Powers Agreement pursuant to California Government Code sections 6500 et seq.) (COUNSEL), mutually agree as follows:

I.

RECITALS

This agreement, effective August 31, 2004, is entered into by and between the DISTRICT and SCHOOL AND COLLEGE LEGAL SERVICES OF CALIFORNIA, a legal services program operating under a Joint Powers Agreement pursuant to California Government Code sections 6500 et seq.

COUNSEL has the background, experience, and expertise to perform the work to be done and agree to do so in accordance with the terms and conditions of this agreement.

WORK TO BE PERFORMED

COUNSEL shall provide legal and labor relations services as requested by the DISTRICT.

COUNSEL shall have the right to retain court reporters, professional experts, and other independent contractors as appropriate and to recommend to DISTRICT the employment and association of outside legal counsel in cases and matters that singly or cumulatively require an inordinate amount of time or which require, in the opinion of COUNSEL, specialized legal services and expertise. In the event DISTRICT fails to approve the employment of such outside counsel, legal counsel reserves the right to terminate its representation of DISTRICT on the specific case or matter involved.

COUNSEL shall decline any assignment which would result in a conflict of interest or violations of professional ethical standards.

III.

COMPENSATION

The DISTRICT shall compensate COUNSEL for all time spent on DISTRICT's work, including necessary travel time, at the rates specified in the attached Fee Schedule. Such rates may be changed by COUNSEL provided, however, that COUNSEL shall first give DISTRICT at least thirty (30) days advance written notice of such change.

Time will be accounted for in an initial minimum increment of .2 hour per entry (i.e., 12-minute minimum). This reflects the time it takes to respond to and record the nature of short-term assignments. After the initial minimum of .2, all assignments will be recorded in increments of one-tenth of an hour.

TERM OF AGREEMENT

This agreement, effective August 31, 2004, is ongoing and may be modified by mutual written agreement of the parties. This agreement may be terminated by either party at any time upon thirty (30) days written notice.

V.

MISCELLANEOUS

DISTRICT shall be deemed a participating member of School and College Legal

Services of California, a joint powers agency. As a participating member the DISTIRCT is

entitled to receive legal and collective bargaining services but the DISTRICT shall not have any
obligation for the financial support of COUNSEL and shall not be responsible for its liabilities.

School and College L Services of California	0
By: Noel J. Shirow	way, General Counsel
Dated:	
District	1
By: Superintendent	or Designee
Dated: 1,26.05	

SCHOOL AND COLLEGE LEGAL SERVICES OF CALIFORNIA FEE SCHEDULE

Effective July 1, 2004

Billable Legal Services¹

Attorneys	\$175.00 per hou
Paralegals/Paraprofessionals	\$ 82.50 per hou
Law Clerks	\$ 60.00 per hou

¹ No additional fee is charged for meals or lodging while traveling to or from your district or for the cost of copying, telephone calls, or "facsimile" transmissions to or from your district.

BILLING CHARGES SCHOOL AND COLLEGE LEGAL SERVCIES

1. Photocopying

Typically, no charge is made for copies. If, for example, the client wishes us to have a copy of a personnel file, we typically expect the client to make the copy for us. However, any additional copies (such as for a hearing) are made by our offices and no charge is forwarded to the client.

2. Telephone

We do not make separate charges for telephone calls other than the attorney's time involved in making or receiving the call. Attorney time is billed at a minimum of 0.2 of an hour.

3. Computerized Legal Research

We do make a separate charge for such service. We do, however, charge the attorney time involved during the research. The minimum billing is 0.2 of an hour.

4. Fax

We do not make a separate charge for the use of such equipment. As indicated above with the other equipment issues, we do charge the attorney time involved in reviewing the fax, responding to it, etc.

5. Travel

We do not charge mileage expenses. We do, however, charge travel time of the attorney. If air travel were required for a particular assignment, plane fare and per diem, as appropriate, would be charged to the client. This would typically be arranged in advance.

6. Meals

We do not charge clients for meals.

7. Extra Expenses/Special Services

In certain cases we find that additional expenses are incurred and those are typically passed on to the client. Such expenses include the use of a court reporter, the cost of an arbitrator, the use of a private investigator, and other such specialty services. Client approval is obtained in advance of their use.

8. Attorney Time

Time is billed on a 1/10 of an hour basis and the minimum billing for any activity is 0.2. Each client member receives a monthly state of time indicating the nature of the work, the amount of time, who did the work, and whether the time is billable, non-billable, or a mandated cost.

HUMAN RESOURCES

TOPIC: AGREEMENT, LAW OFFICES OF DENNIS J. WALSH

TO THE SUPERINTENDENT/PRESIDENT:

The district wishes to increase the amount budgeted for the agreement with the Law Offices of Dennis J. Walsh to provide limited, specialized legal consultation. The board approved expenditures of \$5,000 on October 12, 2004. The district is requesting an additional \$50,000.

Fiscal impact: Fund 01 budgeted item, not to exceed \$55,000

RECOMN	MEND	$\Delta TION$
RECUMIT	$\Delta \Gamma \Gamma$	TIOI1.

It is recommended the Board of Trustees increase the expenditures for the Law Offices of Dennis J. Walsh not to exceed \$55,000.

REFERENCE FOR AGENDA: YES

Director, Human Resources

TRANSMITTED TO THE BOARD WITH A FAVORABLE RECOMMENDATION:

	Signed: Superintendent/President
ACTION TAKEN BY THE BOARD:	
MOTION	

SECOND_____ Ayes ____ Noes ____

INFORMATION ONLY ____

RETAINER AGREEMENT

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

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

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

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

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

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

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

- 2. The term of this Agreement shall commence on the date set forth above and shall continue for one year, and thereafter shall continue from year to year unless cancelled by either party hereto upon one week's notice.
- As compensation in consideration for the performance of the foregoing services, the Board agrees to pay to the Firm, and the Firm agrees to accept from the Board, compensation at the follow rates: Dennis J. Walsh \$250.00 per hour; Associate Attorneys \$195.00 per hour, Paralegals \$125.00 per hour. In addition, the Firm shall be reimbursed for reasonable and necessary expenses and disbursements as follows: computerized legal research charges such as Westlaw, which are billed at cost; photocopy charges, which are billed at \$.25 per copy or cost if performed outside; fax charges, which are billed at \$1.00 per page; outside messenger charges, which are billed at cost when necessary; postage/Federal Express, which is billed at cost; retention of expert witnesses and court reporting services, which are billed at cost; and travel expenses, which are billed at \$.37 per mile for mileage and cost for all other travel expenses and any other expenses directly incurred on a reasonable basis which are related to and customary in fulfilling the duties of this position. The Board will reimburse the Firm for all such expenses and disbursements upon the presentation by the Firm of an itemized account of such expenditures.
- 4. It is understood that payment will be made for all time reasonably expended by attorneys and paralegals in the Firm, including familiarization, orientation and consultation time with the Board and its officials and staff; research and planning; travel in the city, or out of town when

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necessary; conferences with employee groups or individuals representing them and with other public

or private individuals or groups whose assistance, aid, or advice may be beneficial in fulfilling the

Firm's duties to the District; reviewing proposals, correspondence, legal documents and other materials

prepared on behalf of the Board and its agents and staff; and performing such other duties and

functions as are normal and customary in the personnel and industrial relations field in handling such

matters.

5. The Firm reserves the right to serve other clients with interests adverse to the

District, providing such services do not conflict with the specific services agreed to be performed

herein.

6. This Agreement may be modified only by a written agreement duly executed by

each of the parties hereto.

•	IN WITNESS WHI	EREOF, the pa	arties hereto	have signed this	Agreement t	his	<u> </u>
		*					
day of	, 2004.					٠.	. •

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT

y: / ONY

LAW OFFICES OF DENNIS J. WALSH, APC

Dennis J. Walsh, Esq.

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 under the terms of the agreement attached. A previous agreement and expenditures of \$6,000 were approved by the board on January 13, 2004. The district is requesting approval of a revised agreement and additional expenditures in the amount of \$15,000.

Fiscal impact: Fund 01 budgeted item, not to exceed \$21,000

RECOMMENDATION:

It is recommended the Board of Trustees approve the revised agreement and increase the expenditures for Norman A. Traub Associates not to exceed \$21,000.

REFERENCE FOR AGENDA: YES

Signed: MILLAW SOLL HILLST
Director, Human Resources

TRANSMITTED TO THE BOARD WITH A FAVORABLE RECOMMENDATION:

Signed: Superintendent/President

ACTION TAKEN BY THE BOARD:		
MOTION		
SECOND	Ayes	Noes
INFORMATION ONLY		

AGREEMENT FOR PROFESSIONAL SERVICES

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

Scope of Employment of Associates

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

Term

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

Reporting

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

Compensation

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

Payment

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

Performance by Consultant

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

Conflict of Interest

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

Assignment

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

Termination

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

Notice

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

Employee Status

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

Associates Indemnity

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

Media Relations

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

Entire Agreement

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

Effect of Waiver

16. The failure of either party to insist on strict compliance with any terms, covenants, or conditions of this contract by the other party shall not be deemed a waiver of that term, covenant or condition, nor shall any waiver 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 Director of Human Resources.

Law Governing Agreement

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19. This contract shall be governed by and cor California.	astrued in accordance with the laws of the State of
Executed on February, 2005, at Victo	rville, California
Bruce Baron . Vice President, Administrative Services Victor Valley College	Norman A. Traub Associates Private Investigation Services License No. PI21509
By: Bruce Baron	By: Norman A. Traub, Owner/Operator

CONSULTANT AGREEMENT

VICTOR VALLEY COLLEGE (hereinafter referred to as COLLEGE) and NORMAN A. TRAUB ASSOCIATES (hereinafter referred to as CONSULTANT) in consideration of mutual promises made herein, agree as follows:

Scope of Employment of Consultant

- 1. COLLEGE hereby employs CONSULTANT and CONSULTANT accepts employment for investigation of discrimination and/or harassment complaints. المنابعة
- 2. CONSULTANT shall appear and provide testimony at any personnel hearing, executive session, deposition or court proceeding in connection with these duties.

Term

3. The term of employment hereunder shall be from October 1, 2003 through June 30, 2004.

Reporting

4. CONSULTANT shall report to the Director of Human Resources or his designee.

Compensation

5. COLLEGE shall compensate CONSULTANT at an hourly rate of \$120 including all expenses except transcription services. Compensation for testimony before the 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. Total compensation shall not exceed \$6,000.

Performance by Consultant

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

Conflict of Interest

7. 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

8. 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 uncompensated services.

Notice

9. 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

10. 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

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

Media Relations

12. 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

13. 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 party, which is not embodied herein, orally or otherwise, has 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

14. 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

15. 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.

Assignment

16. The investigation services may be assigned to an associate of the CONSULTANT with specific approval by the Director of Human Resources.

Authority to Contract

17. This agreement is made by the Director of Human Resources on behalf of the COLLEGE.

Law Governing Agreement

18. This contract shall be governed by and constru California.	ed in accordance with the laws of the State of
Executed on at Victorville	e, California
VICTOR VALLEY COLLEGE	NORMAN A. TRAUB ASSOCIATES
By:	By: orman U. In aub
James Williams Vice President of Administrative Services	Norman A. Traub Owner Operator

MARCH 8, 2004

HUMAN RESOURCES

TOPIC: ACADEMIC RESIGNATIONS

TO THE BOARD OF TRUSTEES:

The following academic resignations have been received and accepted by the superintendent/president per Board Policy 7350:

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

RECOMMENDATION:	
The resignations listed above are included in	
REFERENCE FOR AGENDA: Yes	Signed WILLI ANKCHMIDT
TCDI BICBLOOD I CITATO	Director of Human Resources
TRANSMITTED TO THE BOARD WITH	A FAVORABLE RECOMMENDATION.
	Signed Johnson
	Superintendent/President
ACTION TAKEN BY THE BOARD:	
MOTION	
SECOND	Ayes Noes
INFORMATION ONLYX	

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RECEIVED

FEB 1 6 2005

PRESIDENT'S OFFICE

Co: BILL Schmidt

Patricia A. Spencer, Ph.D. Superintendent/President 18422 Bear Valley Road

Victorville, CA 92395-5849

RE: Retirement

Dear Dr. Spencer:

February 16, 2005

This letter is to inform the District of my planned retirement from Victor Valley College, effective June 15, 2005.

Sincerely,

Allan Kumlin

Professor - Cooperative Work Experience Education



VICTOR VALLEY COLLEGE

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

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

February 28, 2005

Mr. Allan Kumlin Victor Valley College 18422 Bear Valley Road Victorville, Ca 92392

Dear Mr. Kumlin:

Your letter of resignation submitted from your position as cooperative work experience instructor was received by the district today. Per Board Policy, your resignation has been accepted and will be effective June 15, 2005, as requested. Your letter of resignation will be presented to the Board of Trustees on March 8, 2005.

We also want to recognize and thank you for the 25 years of service you have provided Victor Valley College. You have our appreciation for your contributions and sincerest best wishes.

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

Sincerely,

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

PAS/lc

Andrew Hufford Assistant Professor, Biology Phone: (760) 245-4271 x2355

Email: hufforda@vvc.edu Victor Valley College

To: Henry Yong, Dean, Academic Programs (Math and Science)

cc:

Office of Human Resources
Jeff Cooper, Executive Vice President
Patricia Spencer, President
Victor Valley Community College
18422 Bear Valley Rd
Victorville, CA 92395

Date: February 8, 2005

Dear Henry,

This letter is to inform you of my intent to resign my position as Assistant Professor of Biology at Victor Valley College, effective **June 10, 2005**.

I have reached this decision after careful consideration with my wife, primarily because of the demands placed by my long commute from Riverside, and the burdens this places on our young family. We intend to seek employment closer to our home, or relocate to an area where we can more readily live and work close to home. At this time, we do not see that the future for our family is in Victor Valley.

I wish to express my sincere appreciation for the opportunity afforded me in working at Victor Valley College. I have been very favorably impressed with the faculty and administration of the college, and see great things for the future of the campus. Further, I wish to commend the professionalism and competence of the Biology department in general, and Dean Henry Yong in particular, as I have assumed my duties as an instructor here.

I will carry out the responsibilities of the remaining semester of my contract with the utmost diligence and attention to my students. I truly appreciate my responsibility to provide them with the best possible educational experience. It has been an honor to work with them, and I look forward to a successful Spring semester.

Please do not hesitate to contact me if there are any questions. Again, thank you for your understanding.

Sincerely,

Andrew Hufford.



VICTOR VALLEY COLLEGE

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

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

February 28, 2005

Mr. Andrew Hufford Victor Valley College 18422 Bear Valley Road Victorville, Ca 92392

Dear Mr. Hufford:

Your letter of resignation submitted from your position as biology instructor was received by the district today. Per Board Policy, your resignation has been accepted and will be effective June 10, 2005, as requested. Your letter of resignation will be presented to the Board of Trustees on March 8, 2005.

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

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

Sincerely,

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

PAS/lc

ADMINISTRATIVE SERVICES

SECOND _____

INFORMATION ONLY X

MARCH 8, 2005

TOPIC: MONTHLY FINANCIAL STATEMENTS

TO THE SUPERINTENDENT/PRESIDENT:

Financial reports are being presented for the period ending January 31, 2005 for the General Fund (01), Debt Service Fund (29), Capital Outlay Projects Fund (71), Child Development Center Fund (72), Student Center Fee Fund (73), Health Trust Fund (75), Insurance Trust Fund (78), Bookstore, Auxiliary Services, and ASB Fund.

RECOMMENDATION:	
This is an information only item.	
REFERENCE FOR AGENDA: YES	Signed: Vice President, Administrative Services
TRANSMITTED TO THE BOARD WITH	H A FAVORABLE RECOMMENDATION: Signed: Sounces
ACTION TAKEN BY THE BOARD:	Superintendent/President
MOTION	

VICTOR VALLEY COMMUNITY COLLEGE 2004-2005 Financial Statements 03/08/05

GENERAL FUND 01	Budget	Actual	Budget Remaining	Percentage Remaining
Revenues			C	C
Federal	\$1,689,747	\$526,212	\$1,163,535	68.86%
State	\$24,705,312	\$14,948,965	\$9,756,347	39.49%
Local	\$17,126,010	\$6,794,644	\$10,331,366	60.33%
Transfers In	\$0	\$0	\$0	0.00%
Total Revenues	\$43,521,069	\$22,269,821	\$21,251,248	48.83%
Expenditures				
Academic Sals	\$16,797,630	\$9,709,345	\$7,088,285	42.20%
Classified Sals	\$9,774,806	\$5,419,023	\$4,355,783	44.56%
Benefits	\$6,998,595	\$4,124,323	\$2,874,272	41.07%
Supplies	\$1,070,516	\$617,346	\$453,170	42.33%
Operating Expenses	\$5,599,760	\$3,012,230	\$2,587,530	46.21%
Capital Outlay	\$2,291,921	\$1,610,712	\$681,209	29.72%
Transfers	\$1,835,462	\$79,981	\$1,755,481	95.64%
Total Expenditures	\$44,368,690	\$24,572,960	\$19,795,730	44.62%
Revenues/(Expenditures)	(\$847,621)	(\$2,303,139)		
Fund Balance 7/01/04	\$2,293,111	\$2,293,111		
Fund Balance 01/31/05	\$1,445,490	(\$10,028)		

DEBT SERVICE PAYMENT FUND 29	Budget	Actual	Budget Remaining	Percentage Remaining
Revenues Local Revenues Transfers In	\$2,513,000 \$0	\$1,122,100	\$1,390,900 \$0	55.35%
Total Revenues	\$2,513,000	\$1,122,100	\$1,390,900	55.35%
Expenditures Debt Service Payments	\$2,596,266	\$165,542	\$2,430,724	93.62%
Total Expenditures	\$2,596,266	\$165,542	\$2,430,724	
Revenues/(Expenditures)	(\$83,266)	\$956,558		
Fund Balance 7/01/04	\$36,936,384	\$36,936,384		
Fund Balance 01/31/05	\$36,853,118	\$37,892,942		

CAPITAL OUTLAY PROJECTS FUND 71	Budget	Actual	Budget Remaining	Percentage Remaining
Revenues				
State	\$8,637,901	\$0	\$8,637,901	100.00%
Local	\$480,600	\$488,413	(\$7,813)	0.00%
Transfers In	\$0	\$0	\$0	\$0
Total Revenues	\$9,118,501	\$488,413	\$8,630,088	94.64%
Expenditures				
Contracts	\$0	\$0	\$0	\$0
Sites	\$0	\$284	(\$284)	
Buildings	\$8,737,901	\$128,538	\$8,609,363	98.53%
Library Books	\$0	\$0	\$0	\$0
Equipment	\$243,607	\$0	\$243,607	
Total Expenditures	\$8,981,508	\$128,822	\$8,852,686	98.57%
Revenues/(Expenditures)	\$136,993	\$359,591		
Fund Balance 7/01/04	\$608,156	\$608,156		
Fund Balance 01/31/05	\$745,149	\$967,747		

CHILD DEVELOPMENT CENTER FUND 72	Budget	Actual	Budget Remaining	Percentage Remaining
Revenues				
Federal	\$207,901	\$92,589	\$115,312	55.46%
State	\$673,687	\$307,071	\$366,616	54.42%
Local	\$20,500	\$13,152	\$7,348	35.84%
Transfers In	\$0	\$0	\$0	
Total Revenues	\$902,088	\$902,088 \$412,812		54.24%
Expenditures				
Academic Salaries	\$428,501	\$277,979	\$150,522	35.13%
Classified Sals	\$181,564	\$87,196	\$94,368	51.98%
Benefits	\$238,167	\$128,113	\$110,054	46.21%
Instructional Supplies	\$23,325	\$11,125	\$12,200	52.30%
Operating Expenses	\$30,531	\$28,235	\$2,296	7.52%
Reserve/Contingencies	\$0	\$0	\$0	0.00%
Building/Equipment	\$0	\$0	\$0	0.00%
Total Expenditures	\$902,088	\$532,648	\$369,440	40.95%
Revenues/(Expenditures)	\$0	(\$119,836)		
Fund Balance 7/01/04	\$11,970	\$11,970		
Fund Balance 01/31/05	\$11,970	(\$107,866)		

STUDENT CENTER FEE FUND 73	Budget	Actual	Budget Remaining	Percentage Remaining
Revenues	\$101,000	\$44,135	\$56,865	56.30%
Expenditures Transfers Out	\$100,000	\$39,453	\$60,547	60.55%
Revenues/(Expenditures)	\$1,000	\$4,682		
Fund Balance 07/01/04	\$8,170	\$8,170		
Fund Balance 01/31/05	\$9,170	\$12,852		

03/08/05

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TRUST FUND 75	Budget Actual		Budget Remaining	Percentage Remaining
Revenues				
Local	\$13,100	\$4,138	\$8,962	68.41%
Transfers In	\$0	\$0	\$0	0.00%
Total Revenues	\$13,100	\$4,138	\$8,962	68.41%
Expenditures	\$0	\$0		
Reserve For Contingencies	\$0	\$0	\$0	
Total Expenditures	\$0	\$0	\$0	
Revenues/(Expenditures)	\$13,100	\$4,138		
Fund Balance 7/1/04	\$22,494	\$22,494		
Fund Balance 01/31/05	\$35,594	\$26,632		

SELF INSURANCE						
TRUST FUND 78	Budget	Actual	Budget Remaining	Percentage Remaining		
Revenues			Kemaming	Remaining		
	Ф1 ООО	0.7 0	¢1 520	85.00%		
Local	\$1,800	\$270	\$1,530	83.00%		
Transfers In	\$255,993	\$0	\$255,993			
Total Revenues	\$257,793	\$270	\$257,523	99.90%		
Expenditures						
Contracted Services	\$35,000	\$19,730	\$15,270	0.00%		
Supplies	\$120	\$0	\$120	100.00%		
New Equipment	\$0	\$0	\$0	0.00%		
Total Expenditures	\$35,120	\$19,730	\$15,390	43.82%		
Revenues/(Expenditures)	\$222,673	(\$19,460)				
Est. Fund Balance 7/1/04	\$43,955	\$43,955				
Fund Balance 01/31/05	\$266,628	\$24,495				

RAMS BOOKSTORE	Budget		Actual		Budget Remaining		Percentage Remaining
Revenues	\$	2,620,000	\$	1,644,136	\$	975,864	37.25%
Cost of Goods Sold	\$	2,023,000	\$	1,088,078	\$	934,922	46.21%
Gross Margin from local Revenues	\$	597,000	\$	556,058	\$	40,942	6.86%
Total Other Income	\$	-		\$3,735	\$	(3,735)	0.00%
Total Revenues and Other Income		\$597,000		\$559,793	\$	37,207	0.00%
Expenditures	\$	597,000	\$	343,813	\$	253,187	42.41%
Revenues/(Expenditures)	\$	-	\$	215,980			
Fund Balance 07/01/04	\$	600,426					
Fund Balance 01/31/05	\$	600,426	\$	816,406			

AUXILIARY SVCS	Budget		Actual		Budget Remaining	Percentage Remaining		
Revenues	\$ 373,000	\$ 194,241		\$	178,759	47.92%		
Expenditures	\$ 470,000	\$	246,674	\$	223,326	47.52%		
Revenues/(Expenditures)	\$ (97,000)	\$ (52,433)						
Fund Balance 07/01/04	\$ 264,331							
Fund Balance 12/31/04	\$ 167,331	\$	211,898					

ASB FUND	Budget Actual		Budget Remaining		Percentage Remaining	
Revenues	\$	180,750	\$ 76,602	\$	104,148	57.62%
Expenditures	\$	180,750	\$ 53,877	\$	126,873	70.19%
Revenues/(Expenditures)	\$	-	\$ 22,725			
Fund Balance 07/01/04	\$	68,964				
Fund Balance 12/31/04	\$	68,964	\$ 91,689			