
AGENDA

Victor Valley Community College District
Board of Trustees Regular Meeting
Board Room, Administration Building
Victorville, California

This meeting is electronically recorded.

September 14, 2004

CALL TO ORDER

5 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
- (b) Government Code Section 54957.6:
CONFERENCE WITH LABOR NEGOTIATORS
Agency designated representatives: Bill Schmidt,
Willard Lewallen, Jeff Cooper, Thomas O'Neil, Becky Millen
Employee organizations: CSEA, CTA
- (c) Government Code Section 54956.9(b):
CONFERENCE WITH LEGAL COUNSEL —
POTENTIAL LITIGATION — one (1) case
- (d) Government Code Section 54957:
PUBLIC EMPLOYMENT: – PUBLIC EMPLOYEE
APPOINTMENT/DISCIPLINE/DISMISSAL/RELEASE

(Note: The Board will reconvene in Closed Session at the conclusion of the Action Agenda.)

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 August 10, 2004, regular board meeting, and the August 24, 2004, special board meeting. YES ___ NO ___

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

3.3 Agenda Additions/Revisions YES ___ NO ___

4. REPORTS Information

4.1 Superintendent/President

4.2 Instruction

4.3 Student Services

4.4 Administrative Services

4.5 Foundation

4.6 Board of Trustees

4.7 Constituency Representatives

- a) ASB
- b) CCA
- c) CSEA
- d) Faculty Senate
- e) PTFU – AFT
- f) Management

4.8 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. Board of Trustees Payment Report
Consider approval of the payments as listed (see Exhibit 5.a).
- b. Donations
Consider acceptance from VVC Foundation Support to VVC of the following in-kind non-cash gifts in the amount of \$8,436 (for the period 06/24/04 through 07/20/04) and expenditures made from cash donations in the amount of \$77,755.28 (for the period 07/01/04 through 08/31/2004) on behalf of district programs.
- c. Agreement, Chancellor's Office Tax Offset Program (COTOP)
Consider approval of the agreement with the Chancellor's Office to participate in the Fiscal Year 2004-2005 COTOP. (Fiscal Impact: unknown revenue)
- d. Non-Classified Employees
Consider approval of the non-classified employee appointments as listed.
- e. Temporary Academic
Consider approval of the temporary academic appointments as listed.
- f. Administrative/Management/Confidential Appointments
Consider approval of the appointment of Vern Hodge, to the position of interim director of financial aid and admissions and records, effective September 15, 2004.
- g. Academic Ratification of Equivalency Requests
Consider ratification of the equivalency for Biology as listed.
- h. Classified Bargaining Unit Appointments, Promotions, and Transfers
 - 1) Consider approval of the following classified bargaining unit transfers:
 - a) Diane Mohr, to office assistant – admissions & records, from office assistant – student support services, effective on or after September 15, 2004.
 - b) David Chip, to office assistant–DSPS (50%), from human resources technician, effective on or after September 15, 2004.
 - 2) Consider approval of the appointment of Maria Cardoza to the position of admissions and records assistant (50%), effective on or after September 15, 2004.
 - 3) *Final interviews for the classified special positions of bookstore assistant and ticket sales assistant are scheduled for September 8, 2004. Recommendation for appointments will be brought to the meeting as an amendment.*

ACTION AGENDA

6. BOARD OF TRUSTEES

- 6.1 Board of Trustees 2004-2005 Goals
Consider approval of the Board of Trustees 2004-2005 Goals. YES ___ NO ___

7. SUPERINTENDENT/PRESIDENT

- 7.1 Out-Of-State Travel, Vice President, Student Services
Consider approval of out-of-state travel for Dr. Willard Lewallen to present a workshop at the Conference on Information Technology in Tampa, Florida, November 7-10, 2004. Budgeted travel item, \$1,422. YES ___ NO ___
- 7.2 Proposed Administrative Procedure AP 2735, Board Member Travel
Consider approval of Administrative Procedure AP 2735, Board Member Travel. YES ___ NO ___
- 7.3 Space Utilization & Enrollment Capacity Analysis
Consider approval of the agreement with Mike Moore for him to perform an analysis of space utilization and enrollment capacity. The target date for completion and delivery of the report will be February 1, 2005. The fee for the work described and travel expenses will not exceed \$8,000. YES ___ NO ___

8. INSTRUCTION

- 8.1 Out-of-State Student Travel
Consider approval of out-of-state travel and gasoline expenses for Lee Kinney and his students attending the field study fieldtrip at the Grand Canyon National Park, September 24-26, 2004. YES ___ NO ___
- 8.2 MOU, Southern California Biotechnology
Consider approval of the MOU with Southern California Biotechnology and the San Diego Community College District to provide internship to serve students transitioning from community colleges to the work world. YES ___ NO ___
- 8.3 MOU, California State Department of Social Services
Consider approval of the MOU with the California Department of Social Services to conduct evidentiary disability hearings via video conferencing. Fiscal Impact: Income to the college (see attached Rate Sheet). YES ___ NO ___

9. STUDENT SERVICES

9.1 Agreement, NBC Marketing Services

Consider approval of an agreement with NBC Marketing Services for the purposes of acquiring and operating web-based “kiosks” that will serve as information centers for students. Fiscal Impact: Budgeted item, \$45,079 from the Board Financial Assistance Program (BFAP).

YES ___ NO ___

9.2 Agreement (Amended), MLS Technologies

Consider approval of the amended agreement with MLS Technologies, Inc., an independent contractor, to support the implementation and operational needs of MIS and AccessVVC (Datatel Colleague) for a maximum of \$70,125. Fiscal Impact: Budgeted item, \$25,500 increase, which will be covered through budget transfers from the two vacant classified positions.

YES ___ NO ___

9.3 Agreement (Amended), Strata Information Group

Consider approval of the amended agreement with Strata Information Group, an independent consulting firm, for a maximum of \$168,863. Fiscal Impact: Budgeted item. The \$93,623 increase will be covered through savings from the reduced information systems agreement with San Bernardino County Superintendent of Schools, unspent dollars from vacant classified positions, and unspent dollars from the vacant Director of Information Technology position.

YES ___ NO ___

9.4 Agreement, Mike Brown Grandstands, Inc.

Consider approval of the agreement with Mike Brown Grandstands, Inc. to provide seating for 2004 home football games. Budgeted item: \$9,250 from athletics budget.

YES ___ NO ___

10. ADMINISTRATIVE SERVICES

10.1 Public Hearing and Adoption of the 2004-2005 Budget

Pursuant to section 58196 of the California Code of Regulations, the Board of Trustees must adopt a budget for the operation of the college. Fiscal Impact: formally establishes the budget.

Open the public hearing

YES ___ NO ___

Close the public hearing

YES ___ NO ___

Consider adopting the 2004-2005 budget as presented.

YES ___ NO ___

10.2 Software Agreements, Microsoft

Consider ratification of the agreement, renewal and participation in the software maintenance agreements with Microsoft through the Foundation for California Community Colleges. Fiscal Impact: Budgeted item, not to exceed \$23,928.

YES ___ NO ___

11. HUMAN RESOURCES

11.1 Administrative/Management/Confidential Payment of Accrued Vacation Days

Consider approval of the payment for potential accrued vacation hours for the following classified/administrative management employees. (Because absence reports cannot be finalized before the employees' last day of work, the maximum number of accrued vacation hours/pay is listed.)

- a) Becky L. Millen, Director of Admissions and Records, not to exceed 20.64 days, \$6,688.40.
- b) Gisela G. Erne, Director of the Child Development Center, not to exceed 21.38 days, \$7,460.13.

YES ___ NO ___

11.2 Agreement, School and College Legal Services of California

Consider ratification of the agreement with School and College Legal Services of California for legal consulting services on a month-to-month basis as needed. Fiscal Impact: Budgeted item, not to exceed \$5,000.

YES ___ NO ___

12. FOR INFORMATION ONLY

12.1 Monthly Financial Statements

Financial reports are being presented for the period ending July 31, 2004, for the General Fund (01), 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.

12.2 Recognition of Distinguished Service

Recognition of Distinguished Service has been requested and approved for classified management retiree, Donna Mertens.

12.3 Emeritus Status

Emeritus status has been requested and approved for the following academic retirees: David Longshore, Fran Elgin, Ken Garver, Ken Walker, Paul Vegna, T. Scott Bryan, Fran Ferrance, and Margie Milroy.

12.4 Classified Memorandums of Understanding

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

- a. Salena Gonzales, campus police and public safety officer (50%): change of working hours as listed.
- b. Retiree benefits: payment for health insurance coverage outside California.

12.5 Classified Resignation

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

- a. Patricia A. Johnson, Instructional Assistant II,
Writing Center, effective September 2, 2004.

1. CLOSED SESSION (Reconvene in 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
- (b) Government Code Section 54957.6:
CONFERENCE WITH LABOR NEGOTIATORS
Agency designated representatives: Bill Schmidt,
Willard Lewallen, Jeff Cooper, Thomas O'Neil, Becky Millen
Employee organizations: CSEA, CTA
- (c) Government Code Section 54956.9(b):
CONFERENCE WITH LEGAL COUNSEL —
POTENTIAL LITIGATION — one (1) case
- (d) Government Code Section 54957:
PUBLIC EMPLOYMENT: – PUBLIC EMPLOYEE
APPOINTMENT/DISCIPLINE/DISMISSAL/RELEASE

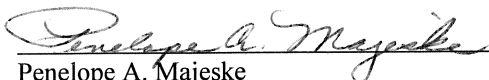
2. RECONVENE TO OPEN SESSION

- 2.1 Action as a result of Closed Session. Yes _____ No _____

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 92392-5849, (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, September 9, 2004, at 5:00 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

August 10, 2004

5 p.m.

- CALL TO ORDER:** The Board of Trustees of Victor Valley Community College District met in regular session on August 10, 2004, in the Board Room of the Administration Building. President Dorothy Franke called the meeting to order at 5:06 p.m.
- PLEDGE OF ALLEGIANCE:** Mr. Jeff Cooper, Deputy Superintendent/Executive Vice President, Instruction, led the audience in the Pledge of Allegiance to the flag.
- MEMBERS PRESENT:** Dr. Dorothy Franke, President; Dennis Henderson, Vice President; Joe Range, Clerk; Thomas M. Elder, Trustee; Dr. Bettye Underhill, Trustee. (Eddie Miro, ASB Vice President, Student Representative, arrived for open session at 5:45 p.m.)
- MEMBERS ABSENT:** None
- STAFF/GUESTS PRESENT:** Dr. Patricia A. Spencer, Mr. Jeff Cooper, Dr. Willard Lewallen, Dr. Louis Zellers, Dr. Tom O'Neil, Dr. Henry Yong, Penelope Majeske, other staff, and members of the public.
- CLOSED SESSION** Dr. Franke adjourned the open session at 5:07 p.m., and the Board met in closed session from 5:08 p.m. to 6:30 p.m. to discuss the following:
- (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;
 CSEA vs. Victor Valley Community College District,
 #VCV 018073
 Laymon Jordan vs. Victor Valley Community College District,
 #VCVVS 034629

- (b) Government Code Section 54957.6:
CONFERENCE WITH LABOR NEGOTIATORS
Agency designated representatives Willard Lewallen, Thomas O'Neil, Becky Millen; Employee organizations: CSEA, CTA
- (c) Government Code Section 54956.9(b):
CONFERENCE WITH LEGAL COUNSEL —
POTENTIAL LITIGATION — one (1) case
- (d) Government Code Section 54957:
PUBLIC EMPLOYMENT: PUBLIC EMPLOYEE
APPOINTMENT/DISCIPLINE/DISMISSAL/RELEASE

(Note: The Board will reconvene in Closed Session at the conclusion of the Action Agenda.)

Break 6:30 p.m. to 6:50 p.m.

OPEN SESSION The board reconvened to open session at 6:50 p.m.

**ACTION AS A RESULT
OF CLOSED SESSION**

Dr. Franke reported that as a result of Closed Session it was MSC (Range/Franke, 3-0-0-2, Underhill and Henderson abstained) to deny the tort claim by Gloria Henderson.

GOVERNING BOARD

It was MSC (Underhill/Range, 5-0) to approve the minutes of the July 13, 2004, regular board meeting.

**AGENDA ADDITIONS,
REVISIONS
REPORTS:**

Amendment to Consent Item 5.m was added for the Board to consider the appointment of Nicholas Parisi for the position of dean of vocational education, effective on or after September 7, 2004.

Superintendent/President

Dr. Spencer introduced Eddie Miro, ASB Vice President, sitting in as Student Representative to the Board for Daniel Lee. She also introduced Dr. Louis Zellers, who is serving Victor Valley College as the new Interim Vice President of Administrative Services. In addition, Dr. Spencer announced she recently received a note from former ASB President Jinny Ki, who is now attending UCLA and doing very well. Further, Dr. Spencer reported that VVC has a target growth rate of 6% and will be starting a media blitz soon to notify residents that the college has a full complement of classes and is adding many new classes to meet their needs. Also, President Spencer announced that Willie Pringle was honored on July 30 as a finalist for

Lifetime Achievement in the 2004 Business Press Leaders of Distinction Awards.

- Instruction Mr. Cooper reported that the college decided not to print the usual, several thousand copies of the class schedules, and he has received only one student complaint about that change. Instead, class schedules are kept current on VVC's Web site and are also available at the college's bookstore for \$2 per copy. Mr. Cooper also reported that by the end of this week, the college will be adding 60 new classes.
- Student Services Dr. Lewallen reported that the WebAdvisor has been launched. It is a very robust system and offers many beneficial features for the students. Dr. Lewallen also announced that Victor Valley College will be featured in the Ed Fund calendar. Dr. Spencer congratulated our staff for making such a major change in successfully implementing Datatel.
- Administrative Services Dr. Zellers handed out information regarding the budget bill sent to the Governor. He reviewed the budget figures with the Board and explained the general appropriation and how it is calculated.
- Foundation Foundation President Diana O'Malley reported that things are going great with the Foundation. They held a successful scholarship ceremony where they gave away over \$90,000. On August 19, Dr. Prem Reddy will host a special reception at his home for the President's Circle. Ms. O'Malley expressed the Foundation's gratitude and thanked Kitty Bissell, journalism student and Editor Emeritus of the *RamPage*, for her hard work on behalf of the Foundation. President O'Malley presented Kitty Bissell with tickets to the Mavericks game and a gift from the Foundation.
- Board of Trustees Trustee Elder thanked the Board and everyone for their support during his time of sorrow. Dr. Franke and Dr. Underhill attended the ASB Workshop in Big Bear; they were very impressed with the activities and thanked all those involved in organizing the event. In addition, Dr. Underhill presented Dr. Spencer with a plaque from the Apple Valley Chamber of Commerce in honor of Victor Valley College's 10-year membership in the Chamber.
- ASB ASB Vice President Eddie Miro (filling in for ASB President Daniel Lee) expressed his appreciation for the opportunity to attend this meeting. He also thanked Dr. Franke, Dr. Underhill, Robert Sewell, and the staff for their participation in the ASB Workshop in Big Bear.

CCA	No report.
CSEA	Kevin Crowley, sitting in for Arlene Waldeck, had nothing to report.
Faculty Senate	No report.
PTFU – AFT	No report.
Management	Robert Sewell reported that ASB President Daniel Lee just learned that he is scheduled for military duty in Iraq sometime in January.
Public Comments	<p>Ann Morgan said that she was denied financial aid, no reason was given, and there were no directions as to how to appeal the decision. She asked that this be looked into. Dr. Franke requested Dr. Lewallen to investigate this issue for Ms. Morgan.</p> <p>Gary L. Smith reported that he experienced difficulties in using the online programs for financial aid and RamTalk.</p>

5. CONSENT AGENDA

It was MSC (Underhill/Elder, 5-0) to approve the following items, 5.a through Amended Item 5.m, on the consent agenda:

- a. Board of Trustees Payment Report
Consider approval of the payments as listed (see Exhibit 5.a).
- b. Agreements
Consider ratification of agreements with vendors and/or consultants to perform the services for the district at the amounts specified during the Fiscal Year 2004-2005 as listed below:

Vendor/Consultant	Service	Amount
Automatic Boiler Co.	Boiler Tune-up Central Plant	\$1,900.00
Dept. of Information Services	DMV Processing - Campus Police Citations	4,725.00
Ionic Group	Maint of Citation Management system 04-05	2,155.00
M&D Fire Equipment Co.	Annual Inspection Campus Fire Equipment 04-05	3,000.00
Med Event	Paramedic Ambulance for 04 Football Season	4,800.00
North State Environmental	Hazardous Waste Removal July 04 - December 04	2,500.00
Parlance Corporation	Name Connector Service for FY 04-05	3,600.00
Stanzione, Charles	Hearing Administrator Citation Appeals 04-05	900.00
TOTAL		\$23,580.00

- c. Revised Department Chairpersons for the 2004-2005 Academic Year
Consider approval of the list of instructors as department chairpersons for the 2004-2005 academic year.
- d. Agreement, Cisco Networking Academy
Consider approval of the Letter of Commitment agreement with Moorpark Community College for curriculum and wireless networking support for the Victor Valley College CISCO Networking Academy.
- e. Donation, Southwest Gas
Consider acceptance of transfer of title for the fire truck from the Victor Valley College Foundation and/or Southwest Gas Corporation.
- f. Authorized Agents to the Statewide Association of Community Colleges (SWACC) Joint Powers Authority
Consider approval of appointing Louis Zellers as representative to SWACC and Lael Willingham as alternate representative for the 2004-2005 fiscal year.
- g. Non-Classified Employees
Consider approval of the appointments as listed.
- h. Classified Bargaining Unit Promotions/Reassignments
Consider approval of the promotions/reassignments, as listed, for Lorie Henning, Sandra Moreno, Robbie Richards, and Gerald Wack.
- i. Temporary Academic
Consider approval of the temporary academic appointments as listed.
- j. Administrative/Management/Confidential
Payment of Accrued Vacation Days
Consider approval of payment for accrued vacation hours for the following classified/administrative management employee:
Sandra L. Clark, Director of Financial Aid, not to exceed 135.5 hours, \$5,363.09.
- k. Administrative/Management/Confidential Revised Position
Consider approval of the revised position description for the position of director, information services.
- l. Academic Ratification of Eminence Requests
Consider ratification of the eminence requests as listed.
- m. Administrative/Management/Confidential Appointments (Amended)
Consider approval of the appointment of Nicholas Parisi, dean of vocational education, effective on or after September 7, 2004.

ACTION AGENDA

6. BOARD OF TRUSTEES

No action agenda items from the Board of Trustees.

7. SUPERINTENDENT/PRESIDENT

7.1 Agreement, Image Source

After a short discussion, it was MSC (Range/Henderson, 5-0) to approve the Image Source proposal for the document management equipment agreement for the district's print shop. (Budgeted Item, savings of \$18,241 the first year, \$100,249 total savings over the term)

8. INSTRUCTION

8.1 Agreement, Child Development Services GPRE-4299

It was MSC (Underhill/Elder, 5-0) to adopt a resolution to approve the California Department of Education Local Agreement #GPRE-4299 for Child Development Services for 2004-2005 fiscal year. (Fiscal Impact: \$213,391 to the district)

8.2 Agreement, Respiratory Therapy Medical Director

It was MSC (Henderson/Underhill, 5-0) to approve the agreement for Nagamani Dandamudi, M.D., to serve as the medical director of the Victor Valley College Respiratory Therapy Program for the 2004-2005 school year. (Fiscal Impact: \$4,000)

8.3 Agreement, Paramedic Program Medical Director

It was MSC (Henderson/Range, 5-0) to approve the agreement with R. D. Kovacik, M.D., to serve as the medical director of the Victor Valley College Paramedic Program for the 2004-2005 school year. (Fiscal Impact: \$3,000)

9. STUDENT SERVICES

No action agenda items from Student Services.

10. ADMINISTRATIVE SERVICES

10.1 Agreement, Annual Audit

It was MSC (Underhill/Elder, 5-0) to approve the agreement with Brown, Armstrong, Paulden, McCown, Starbuck & Keeter to provide the annual auditing of the district's financial statements for the fiscal period ending June 30, 2004. (Budgeted Item, not to exceed \$35,000)

10.2 Agreements, Athletes Medical Services

It was MSC (Range/Underhill, 5-0) to approve the agreements with Randy Methvin, Robert M. Medina, James Christiansen, and Joseph Tate for athletic medical services. (Budgeted Item, not to exceed a total of \$5,000 for four agreements)

10.3 Agreement, Computer Protection Technology

It was MSC (Underhill/Range, 5-0) to approve the agreement with Computer Protection Technology (Equipment Maintenance Agreement #MO4-177) for the service of Mitsubishi and IBM UPS systems and batteries for the energy management system. (Fiscal Impact: 5,583)

10.4 Student Accident Insurance

It was MSC (Range/Henderson, 5-0) to approve the continuance of coverage with Student Insurance to provide student accident insurance for Victor Valley College during fiscal year 2004-2005. (Budgeted Item, estimated annual premium: \$77,640)

10.5 Ebmeyer Charter Service

It was MSC (Range/Henderson, 5-0) to approve the expenses listed for bus service to be provided by Ebmeyer Charter Services:

09/04/2004	Citrus College, Glendora	\$1,150
09/25/2004	San Bernardino Valley, San Bernardino	\$1,040
10/09/2004	College of the Desert, Palm Desert	\$1,430
10/16/2004	Antelope Valley College, Lancaster	\$1,290
11/13/2004	San Diego Mesa College, San Diego	\$1,790

(Budgeted Item, not to exceed \$6,600)

10.6 Agreement, The Liquidation Company

It was MSC (Range/Underhill, 5-0) to approve the agreement with The Liquidation Company (TLC) from July 1, 2004, through June 30, 2005, to dispose of excess inventory of furniture, computer equipment, and materials. (Fiscal impact: income from sale, less Auctioneer's percentage per agreement)

11. HUMAN RESOURCES

11.1 Agreement, Norman A. Traub Associates

It was MSC (Elder/Underhill, 5-0) to approve the agreement with Norman A. Traub Associates to provide investigation services. (Budgeted Item, not to exceed \$10,000)

11.2 Agreement, Liebert Cassidy Whitmore

It was MSC (Underhill/Range, 5-0) to approve the agreement with Liebert Cassidy Whitmore for legal consulting services. (Budgeted Item, not to exceed \$150,000)

11.3 Administrative Hearing Fees

It was MSC (Range/Underhill, 5-0) to approve payment of \$10,900 to ADR Services, Inc., and authorization of payment for a court reporter and travel, meals, and lodging costs for the Honorable Robert T. Altman incurred while presiding over the administrative hearing on August 23 and 24, 2004, for Halisky v. Victor Valley CCD. (Fiscal Impact: minimum of \$10,900)

12. FOR INFORMATION ONLY

Dr. Franke read aloud the information agenda items for the audience. There was no discussion.

12.1 Monthly Financial Statements

Financial reports are being presented for the period ending June 30, 2004, for the General Fund (01), Capital Outlay Projects Fund (71), Child Development Center Fund (72), Student Center Fee Fund (73), Insurance Trust Fund (78), Bookstore, Auxiliary Services, and ASB Fund.

12.2 Classified Resignation

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

- a. Janet Orloski, instructional assistant, effective July 19, 2004.

12.3 Academic Resignation

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

- a. Troy Cadwallader, instructor, technical theatre, effective July 29, 2004.

12.4 Classified Memorandums of Understanding

The district and the California School Employees Association, Chapter 584, have reached agreement on the attached Memorandum of Understanding: Four-Day Work Week Fiscal Year 2004/2005.

1. CLOSED SESSION

The Board reconvened in Closed Session at 7:47 p.m. to discuss the following:

- (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;
 CSEA vs. Victor Valley Community College District, VCV 018073
 Laymon Jordan vs. Victor Valley Community College District, VCVVS 034629

2. RECONVENE TO OPEN SESSION

The board reconvened to open session at 8:34 p.m.

2.1 Action as a result of Closed Session — None.

13. ADJOURNMENT

The meeting was adjourned at 8:34 p.m.

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

APPROVED:

President

Clerk

Date Approved

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

August 24, 2004

3 p.m.

- CALL TO ORDER:** The Board of Trustees of Victor Valley Community College District met in special session on August 24, 2004, in the Board Room of the Administration Building. Board President Dorothy Franke called the meeting to order at 3:06 p.m.
- PLEDGE OF ALLEGIANCE:** Babette Dershem, Media Service Technician, led the audience in the Pledge of Allegiance to the flag.
- MEMBERS PRESENT:** Dr. Dorothy Franke, President; Dennis Henderson, Vice President; Joe Range, Clerk; Thomas M. Elder, Trustee; Dr. Bettye Underhill, Trustee. (Daniel Lee, ASB Representative, arrived for open session at 5:45 p.m.)
- MEMBERS ABSENT:** None
- STAFF/GUESTS PRESENT:** Dr. Patricia A. Spencer, Babette Dershem, Penelope Majeske, members of the staff, and the public.

A. REVIEW OF THE APRIL 22-23, 2004, BOARD OF TRUSTEES' RETREAT

The Board of Trustees of Victor Valley Community College District reviewed the Board of Trustees' Retreat/Workshop held on April 22-23, 2004, and discussed integrated planning, the college's mission, goals, objectives, priorities, policies, procedures, programs, and construction plans. The Board focused on travel procedures, the Board's goals, and planning. Trustee Range volunteered to represent the Board as its liaison at meetings of the Integrated Planning Committee and the Facilities Task Force.

CLOSED SESSION

Dr. Franke adjourned the open session at 5:25 p.m., and the Board met in closed session from 5:25 p.m. to 6:25 p.m. to discuss the following:

- (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;
CSEA vs. Victor Valley Community College District,
VCV 018073
Laymon Jordan vs. Victor Valley Community College
District,
VCVVS 034629

- (b) Government Code Section 54957.6:
CONFERENCE WITH LABOR NEGOTIATORS
Agency designated representatives: Bill Schmidt, Willard
Lewallen, Thomas O'Neil, Becky Millen; Employee
organizations: CSEA, CTA
- (c) Government Code Section 54956.9(b):
CONFERENCE WITH LEGAL COUNSEL —
POTENTIAL LITIGATION — one (1) case
- (d) Government Code Section 54957:
PUBLIC EMPLOYMENT: PUBLIC EMPLOYEE
APPOINTMENT/DISCIPLINE/DISMISSAL/RELEASE

Break 6:25 p.m. to 6:30 p.m.

OPEN SESSION The Board reconvened to open session at 6:30 p.m.

ACTION AS A RESULT
OF CLOSED SESSION None.

AGENDA ADDITIONS,
REVISIONS: Dr. Spencer announced that Agenda Item 9.1, "Agreement,
MLS Technologies," was pulled, and an Amendment to Agenda
Item 10.1, "Emergency Service Contracts," was added.

REPORTS:

Superintendent/President Dr. Spencer expressed her gratitude the college staff members
for their hard work and resolve to clean up the campus and
make repairs due to the damage created by the recent major rain
storm.

Instruction Mr. Cooper announced that in an effort to launch the fall
semester, the college recently ran a number of radio, newspaper,
and television ads, and class enrollments are beginning to fill.
The head count is just a little below where it was this time last
year. In the advertising, the college announced a need of
additional adjunct faculty and has received over 70 responses,
which will be used to develop a pool of adjunct faculty.

Mr. Cooper expressed his appreciation to Bill Greulich and Robert Sewell for their efforts in the new advertising program, which effectively communicated the college's educational services and employment opportunities to the community.

Student Services	No report.
Foundation	No report.
Administrative Services	Dr. Zellers, Interim Director of Administrative Services, introduced Steve Garcia, Director of Maintenance and Operations. Steve narrated a slide show depicting the storm damage and the clean-up efforts to correct the problems. The storm dropped 2-3" of rain over a short period of time with 40 mph winds. The college's lake is a natural drainage for rain water and it rose approximately three feet. The soccer fields were covered with 8-10" of water and mud. Last week, two to three inches of mud and silt were removed from almost all of the college's parking lots. The upper lake overflowed and flooded the lower campus. The water level under the Administration/Counseling Building was approximately 3-4' above normal. As of today, the power has been restored. Steve Garcia thanked, Michelle Messer for putting together the slide presentation, and the rest of his staff for all of their efforts. The insurance adjuster estimates the costs will be between \$250,000 and \$300,000; the college expects to be reimbursed for approximately 90% of the costs.
Board of Trustees	No report.
ASB	No report.
CCA	No report.
CSEA	No report.
Faculty Senate	No report.
PTFU – AFT	No report.
Management	No report.
Public Comments	None.

5. CONSENT AGENDA

It was MSC (Underhill/Elder, 5-0) to approve the following items (5.a through 5.h) on the consent agenda:

- a. Temporary Contract, EMT Program Coordinator
Consider approval of the contract with Brian Hendrickson to provide services as coordinator for the EMT Program for the period of one semester, fall 2004, to be compensated in one lump sum of \$2,500.
- b. Non-Classified Employees
Consider approval of the appointments as listed.
- c. Temporary Academic
Consider approval of the temporary academic appointments as listed.
- d. Administrative/Management/Confidential Appointments
Consider approval of the appointment of Mary Sypkens to the position of interim director of child development center, effective August 17, 2004.
- e. Academic Ratification of Eminence Requests
Consider ratification of the eminence requests as listed.
- f. Academic Ratification of Equivalency Requests
Consider ratification of the equivalencies as listed for Biology, Mathematics, and Speech.
- g. Academic Appointments
Consider approval of the following appointments:
 - (1) James Comer, history instructor, effective on or after 8/30/2004
 - (2) Sharon Satchell, nursing instructor, effective on or after 8/30/04
 - (3) Tom Turner, fire technology instructor, effective on or after 8/30/04
 - (4) Andrew A. Hufford, biology instructor, effective on or after 8/30/04, pending completion of required documentation
 - (5) David M. Gibbs, biology instructor, effective on or after 8/30/04, pending completion of required documentation
- h. Classified Bargaining Unit Appointments, Promotions, and/or Transfers
Consider approval of the transfer of Chicpaul Becerra from office assistant, admissions and records, to office assistant, counseling, effective on or after August 25, 2004.

ACTION AGENDA

6. BOARD OF TRUSTEES

No action agenda items from the Board of Trustees.

7. SUPERINTENDENT/PRESIDENT

No action agenda items from the Superintendent/President.

8. INSTRUCTION

No action agenda items from Instruction.

9. STUDENT SERVICES

9.1 Agreement, MLS Technologies, Inc.

This item was pulled from the agenda.

10. ADMINISTRATIVE SERVICES

10.1 Emergency Service Contracts (Amendment)

It was MSC (Henderson/Underhill, 5-0) to approve the agreements as presented for emergency services related to the storm damage as submitted:

High Voltage Technical Services, Inc.	\$35,807.57
Cooley Construction, Inc.	\$5,510.00
Robert R. Yeghoian Co., Inc.	\$12,220.00

11. HUMAN RESOURCES

No action agenda items from Human Resources.

12. FOR INFORMATION ONLY

12.1 Budget Review

Dr. Louis Zellers, Interim Vice President, Administrative Services, presented a PowerPoint slide show and reviewed the proposed budget for Fiscal Year 2004-2005 based on the most current information from the state. Copies of Dr. Zeller's budget presentation were distributed, and a copy will be kept on file in the President's Office. Dr. Zellers will be bringing a balanced budget to the board for approval at a future meeting.

12.2 Administrative/Management/Confidential Resignation

The following resignations were presented for the board's information:

- (a) Becky Millen, director of admissions and records, effective 9/3/04
- (b) Gisela Erne, director of child development center, effective 9/2/04

Dr. Franke asked Dr. Spencer to express the Board's appreciation to Ms. Millen and Ms. Erne for their years of dedication and service to the college.

13. ADJOURNMENT

The meeting was adjourned at 7:28 p.m.

APPROVED:

President

Clerk

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

Date Approved

ADMINISTRATIVE SERVICES

SEPTEMBER 14, 2004

TOPIC: BOARD OF TRUSTEES PAYMENT REPORT

TO THE SUPERINTENDENT/PRESIDENT:

This is of a routine nature.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the Board of Trustees Payment Report.

REFERENCE FOR AGENDA: YES

Signed: Laurie E. Zellers
Interim Vice President, Administrative Services

TRANSMITTED TO THE BOARD WITH A FAVORABLE RECOMMENDATION:

Signed: Spencer
Superintendent/President

ACTION TAKEN BY THE BOARD:

MOTION _____

SECOND _____

INFORMATION ONLY _____

BOARD PAYMENT REPORT
 BOARD OF TRUSTEES MEETING SEPTEMBER 14, 2004

	General Fund	Cafeteria	Cap Projects Fund	Child Dev Ctr Fund	Insurance Trust	Debt Repayment
BATCH 030	\$9,348.25					
BATCH 030A	\$219,325.75				\$28,209.26	
BATCH 031						
BATCH 032 VOIDED	\$35,997.50					
BATCH 033 VOIDED	\$621.86					
BATCH 033A						
BATCH 034						
BATCH 035						
BATCH 036	\$92.95				\$740.88	
BATCH 036A	\$7,200.00					
BATCH 037	\$4,023.00					
BATCH 038 VOIDED						
BATCH 038A	\$2,862.97					
BATCH 039	\$2,365.29			\$50.00		
BATCH 040						
BATCH 041	\$30.17					
BATCH 042	\$20.00					
BATCH 043	\$32.11					
BATCH 044	\$2,793.05					
BATCH 044A	\$10,000.00					
BATCH 045	\$8,510.85					
BATCH 045A	\$167,943.75					
BATCH 046				\$119.23		
BATCH 047	\$65.94					
BATCH 048	\$200.88					
BATCH 049 VOIDED						
BATCH 049A	\$1,207.19					
BATCH 050	\$258.78					
BATCH 051	\$268.81					
BATCH 052	\$5,381.32					
BATCH 052A	\$2,175.00			\$368.27		
BATCH 053						
BATCH 054	\$232.75					
BATCH 055	\$800.00					
BATCH 056	\$3,665.42					

BOARD PAYMENT REPORT
 BOARD OF TRUSTEES MEETING SEPTEMBER 14, 2004

	General Fund	Cafeteria	Cap Projects Fund	Child Dev Ctr Fund	Insurance Trust	Debt Repayment
BATCH 057						
BATCH 058	\$50.00					
BATCH 059	\$85.30					
BATCH 060	\$1,542.34					
BATCH 061	\$198.02					
BATCH 062	\$24,360.28					
BATCH 063	\$404.68					
BATCH 064	\$1,517.14					
BATCH 064A	\$10,796.73					
BATCH 065	\$17,530.26					
BATCH 065A	\$8,195.14					
BATCH 066						
BATCH 067	\$33,999.57					
BATCH 068	\$8,056.58					
BATCH 068A	\$1,003.00					
BATCH 069 VOIDED						
BATCH 069A	\$88,327.00					
BATCH 070 VOIDED						
BATCH 070A	\$13,992.63					
BATCH 071	\$3,140.25					
BATCH 072	\$6,705.54					
BATCH 073 VOIDED						
BATCH 073A	\$38,310.32					
BATCH 074			\$355.57			
BATCH 075	\$3,004.50					
BATCH 076	\$13,932.23					
BATCH 076A	\$2,718.54					
BATCH 077 VOIDED						
BATCH 077A	\$11,384.03					
BATCH 078	\$1,250.00					
BATCH 079			\$45,667.00			
BATCH 080 VOIDED						
BATCH 080A	\$8,800.00					
BATCH 081	\$1,255.07					
BATCH 081A	\$19,016.37					

\$237.73

\$646.50

**BOARD PAYMENT REPORT
BOARD OF TRUSTEES MEETING SEPTEMBER 14, 2004**

	General Fund	Cafeteria	Cap Projects Fund	Child Dev Ctr Fund	Insurance Trust	Debt Repayment
BATCH 082	\$25,075.98					
BATCH 082A	\$22,743.58					
BATCH 083	23155.5					
BATCH 083A	\$3,574.13					
BATCH 084	\$32,284.85					
BATCH 085	\$1,199.44					
BATCH 086	\$4,114.63					
BATCH 087	\$142.62					
BATCH 088					\$100.00	
BATCH 089	\$15,490.69					
BATCH 090	\$1,288.00					
BATCH 091					\$10,900.00	
BATCH 092	\$11,371.19					
BATCH 092A	\$5,102.73					
BATCH 093 VOIDED						
BATCH 093A	\$1,299.52					
BATCH 094	\$1,629.66					
BATCH 095	\$159,157.66					
BATCH 095A	\$14,254.56			\$206.56		
BATCH 096						
BATCH 097 VOIDED						
BATCH 097A					\$22,313.00	
BATCH 098						
BATCH 098A	\$61,614.48					
BATCH 099	\$41,560.63					
BATCH 100	\$268.38					
BATCH 100A	\$48,358.01					
BATCH 101	\$11,509.66					
BATCH 101A	\$16,259.20					
BATCH 102	\$109,136.00					
BATCH 103 VOIDED	\$20.00					
BATCH 103A	\$2,545.90					
BATCH 104	\$563.79					
BATCH 105	\$1,220.34					
BATCH 106	\$152.94					
BATCH 107	\$23.25					

BOARD PAYMENT REPORT
 BOARD OF TRUSTEES MEETING SEPTEMBER 14, 2004

	General Fund	Cafeteria	Cap Projects Fund	Child Dev Ctr Fund	Insurance Trust	Debt Repayment
BATCH 108 VOIDED						
BATCH 108A	\$1,427.81					
BATCH 109	179.95					
BATCH 110	\$42.32					
BATCH 111	\$1,127.72					
BATCH 112	\$2,953.35					
BATCH 113 VOIDED						
BATCH 113A	\$50,667.00					\$0.00
BATCH 114	\$8,672.00					
TOTALS	\$1,485,186.58	\$0.00	\$46,191.80	\$812.56	\$62,909.64	\$0.00

ADMINISTRATIVE SERVICES

AUGUST 10, 2004

TOPIC: DONATIONS

TO THE SUPERINTENDENT/PRESIDENT:

The Victor Valley College Foundation has received in-kind non-cash donations in the amount of \$8,436 (for the period 06/24/2004 through 07/20/2004), and expenditures were made from cash donations in the amount of \$77,755.28 (for the period 07/01/2004 through 08/31/2004) for Victor Valley College as listed.

RECOMMENDATION:

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

REFERENCE FOR AGENDA: YES

Signed: Louis E. Zellers
Interim Vice President, Administrative Services

TRANSMITTED TO THE BOARD WITH A FAVORABLE RECOMMENDATION:

Signed: Spencer
Superintendent/President

ACTION TAKEN BY THE BOARD:

MOTION _____

SECOND _____

INFORMATION ONLY _____

VVC FOUNDATION SUPPORT TO VVC

In-Kind Non-Cash Gifts 06/24/2004 - 07/20/2004

Item Description	Post Date	Transaction Amount	Donor
49 Books, Self-help & Instruction	6/24/2004	Not Listed	Sochor, Diane
Edge Banding Machine	7/1/2004	\$3,000	Warren Construction
LaserJet Printer, Print Cartridges	7/14/2004	\$500	Green, Jeff
Woodworking tools, Equipment, Materials	7/20/2004	\$4,936	Flike, Dorthy
Total In-Kind Non-Cash Gifts		\$8,436	

VVC FOUNDATION SUPPORT TO VVC
Expenditures Made from Cash Donations 07/01/2004 - 08/31/2004

Project Description	Post Date	Transaction Amount	Account Description
Friends of the Planetarium	8/24/2004	\$2,240.06	Repair & Maintenance
Friends of the Planetarium Total		\$2,240.06	
Golf Team	8/10/2004	\$168.00	Admission / Entry Fees
Golf Team	8/10/2004	\$316.52	Meals
Golf Team	8/10/2004	\$45.11	Office Expense
Golf Team Total		\$529.63	
HVAC	7/13/2004	\$193.95	Equipment / Supplies
HVAC Total		\$193.95	
Men's Soccer	7/31/2004	\$152.00	Equipment / Supplies
Men's Soccer Total		\$152.00	
Mitsubishi Cement (Agriculture)	7/13/2004	\$162.88	Equipment / Supplies
Mitsubishi Cement (Agriculture)	7/13/2004	\$259.74	Equipment / Supplies
Mitsubishi Cement (Agriculture)	7/13/2004	\$121.33	Meetings/Seminars
Mitsubishi Cement (Agriculture)	7/13/2004	\$183.05	Travel
Mitsubishi Cement (Agriculture)	7/13/2004	\$16.49	Travel
Mitsubishi Cement (Agriculture)	7/22/2004	\$4,049.34	Equipment / Supplies
Mitsubishi Cement (Agriculture)	8/10/2004	\$231.87	Equipment / Supplies
Mitsubishi Cement (Agriculture)	8/10/2004	\$1,189.97	Equipment / Supplies
Mitsubishi Cement (Agriculture) Total		\$6,214.67	
Mojave Water Agency (Agriculture)	7/22/2004	\$7,344.39	Equipment / Supplies
Mojave Water Agency (Agriculture)	8/24/2004	\$1,869.75	Office Expense
Mojave Water Agency (Agriculture)	7/13/2004	\$14.28	Travel
Mojave Water Agency (Agriculture) Total		\$9,228.42	
President's Fund	8/24/2004	\$67.83	Awards & Recognition
President's Fund	7/13/2004	\$50.93	Contributions & Donations
President's Fund	7/14/2004	\$966.00	Office Expense
President's Fund Total		\$1,084.76	
Restaurant Management (Pres. Circle)	8/24/2004	\$720.00	Education & Training
Restaurant Management (Pres. Circle) Total		\$720.00	
Faculty Grant - Ricci, Melody (Biotech)	8/10/2004	\$750.00	Scholarships
Faculty Grant - Ricci, Melody (Biotech)	8/10/2004	\$500.00	Scholarships
Faculty Grant - Ricci, Melody (Biotech)	8/10/2004	\$500.00	Scholarships
Faculty Grant - Ricci, Melody (Biotech)	8/10/2004	\$250.00	Scholarships
Faculty Grant - Ricci, Melody (Biotech) Total		\$2,000.00	
Faculty Grant - Roberts, John (HVAC)	8/24/2004	\$1,305.00	Equipment / Supplies
Faculty Grant - Roberts, John (HVAC) Total		\$1,305.00	
Specialty Minerals (Agriculture)	7/13/2004	\$162.88	Equipment / Supplies
Specialty Minerals (Agriculture)	7/13/2004	\$259.74	Equipment / Supplies
Specialty Minerals (Agriculture)	7/22/2004	\$4,049.35	Equipment / Supplies
Specialty Minerals (Agriculture)	8/10/2004	\$300.80	Equipment / Supplies
Specialty Minerals (Agriculture)	8/10/2004	\$231.87	Equipment / Supplies
Specialty Minerals (Agriculture)	8/10/2004	\$1,189.97	Equipment / Supplies
Specialty Minerals (Agriculture)	7/13/2004	\$121.34	Meetings/Seminars
Specialty Minerals (Agriculture)	7/13/2004	\$183.04	Travel
Specialty Minerals (Agriculture)	7/13/2004	\$16.49	Travel
Specialty Minerals (Agriculture) Total		\$6,515.48	
U.S. Borax Inc. (Agriculture)	7/22/2004	\$4,049.35	Equipment / Supplies
U.S. Borax Inc. (Agriculture)	8/10/2004	\$231.86	Equipment / Supplies
U.S. Borax Inc. (Agriculture)	8/10/2004	\$366.35	Equipment / Supplies
U.S. Borax Inc. (Agriculture)	7/13/2004	\$121.33	Meetings/Seminars
U.S. Borax Inc. (Agriculture)	7/13/2004	\$183.05	Travel
U.S. Borax Inc. (Agriculture) Total		\$4,951.94	
COLLEGE DEPARTMENT / PROGRAMS TOTAL		\$35,135.91	

Project Description	Post Date	Transaction Amount	Account Description
Alicia Ridenour	8/31/2004	\$36.00	Scholarships
Alicia Ridenour	8/31/2004	\$325.00	Scholarships
Alicia Ridenour	8/31/2004	\$239.00	Scholarships
Amber K Malachowski	8/31/2004	\$218.18	Scholarships
Amber K Malachowski	8/31/2004	\$281.82	Scholarships
Anabel Garcia	8/31/2004	\$225.00	Scholarships
Ann Eacret	8/31/2004	\$250.00	Scholarships
Cameron Mitchell	8/31/2004	\$293.00	Scholarships
Cameron Mitchell	8/31/2004	\$400.00	Scholarships
Cameron Mitchell	8/31/2004	\$107.00	Scholarships
Christopher Arnold	8/31/2004	\$280.00	Scholarships
Christopher Arnold	8/31/2004	\$270.00	Scholarships
Christopher J Wookey	8/31/2004	\$280.00	Scholarships
Christopher J Wookey	8/31/2004	\$220.00	Scholarships
Cynthia Conway	8/31/2004	\$500.00	Scholarships
Daisy Hernandez	8/31/2004	\$125.00	Scholarships
Heather Cottone	8/31/2004	\$546.00	Scholarships
Heather Cottone	8/31/2004	\$54.00	Scholarships
Irene Marley	8/31/2004	\$16.00	Scholarships
Irene Marley	8/31/2004	\$534.00	Scholarships
Janeen Hanaoka	8/31/2004	\$300.00	Scholarships
Jessica D Farmer	8/31/2004	\$353.30	Scholarships
Jessica D Farmer	8/31/2004	\$446.70	Scholarships
Jody Turner	8/31/2004	\$1,250.00	Scholarships
Joel Youngberg	8/31/2004	\$307.50	Scholarships
Katherine Simon	8/31/2004	\$375.00	Scholarships
Katherine Simon	8/31/2004	\$125.00	Scholarships
Kimberly Auck	8/31/2004	\$486.02	Scholarships
Kimberly Smith	8/31/2004	\$16.00	Scholarships
Kimberly Smith	8/31/2004	\$234.00	Scholarships
Laura Lynd	8/31/2004	\$125.00	Scholarships
Lidia Maylath	8/31/2004	\$125.00	Scholarships
Lisa Koenig	8/31/2004	\$250.00	Scholarships
Lorraine Mendoza	8/31/2004	\$375.00	Scholarships
Marie Lindbloom	8/31/2004	\$50.00	Scholarships
MarySue Balaguer	8/31/2004	\$384.00	Scholarships
MarySue Balaguer	8/31/2004	\$16.00	Scholarships
Matthew Haynes	8/31/2004	\$125.00	Scholarships
Melissa Hursh	8/31/2004	\$251.87	Scholarships
Melissa Hursh	8/31/2004	\$248.13	Scholarships
Nicholas Slate	8/31/2004	\$125.00	Scholarships
Ryan Amico	8/31/2004	\$750.00	Scholarships
Sara J Dery	8/31/2004	\$36.00	Scholarships
Sara J Dery	8/31/2004	\$464.00	Scholarships
Shannon Miller	8/31/2004	\$837.50	Scholarships
Sonia Huskey	8/31/2004	\$984.50	Scholarships
Tamara Behm	8/31/2004	\$1,100.00	Scholarships
Walter Serrano	8/31/2004	\$46.00	Scholarships
Walter Serrano	8/31/2004	\$454.00	Scholarships
Yelena Sergeyevea	8/31/2004	\$234.50	Scholarships
Scholarship Transition Fund (03' & Prior)	8/10/2004	\$175.65	Printing
Scholarship Transition Fund (03' & Prior)	7/22/2004	\$123.98	Scholarships
Scholarship Transition Fund (03' & Prior)	7/22/2004	\$110.93	Scholarships
Scholarship Transition Fund (03' & Prior)	7/22/2004	\$110.17	Scholarships
Scholarship Transition Fund (03' & Prior)	7/22/2004	\$438.70	Scholarships
Scholarship Transition Fund (03' & Prior)	7/22/2004	\$47.00	Scholarships
Scholarship Transition Fund (03' & Prior)	7/22/2004	\$47.00	Scholarships
Scholarship Transition Fund (03' & Prior)	7/22/2004	\$48.78	Scholarships
Scholarship Transition Fund (03' & Prior)	8/10/2004	\$1,073.00	Scholarships
Scholarship Transition Fund (03' & Prior)	8/10/2004	\$1,695.36	Scholarships
Scholarship Transition Fund (03' & Prior)	8/10/2004	\$2,098.68	Scholarships
Scholarship Transition Fund (03' & Prior)	8/10/2004	\$551.65	Scholarships
Scholarship Transition Fund (03' & Prior)	8/10/2004	\$269.66	Scholarships
Scholarship Transition Fund (03' & Prior)	8/24/2004	\$1,128.41	Scholarships
Scholarship Transition Fund (03' & Prior)	8/31/2004	\$1,765.12	Scholarships
Scholarship Transition Fund (03' & Prior)	8/31/2004	\$125.52	Scholarships
Scholarship Transition Fund (03' & Prior)	8/31/2004	\$243.46	Scholarships
Scholarship Transition Fund (03' & Prior)	8/31/2004	\$25.00	Scholarships
Scholarship Transition Fund (03' & Prior)	8/31/2004	\$243.58	Scholarships
Scholarship Transition Fund (03' & Prior)	8/31/2004	\$370.00	Scholarships
Scholarship Transition Fund (03' & Prior)	8/31/2004	\$250.00	Scholarships

Project Description	Post Date	Transaction Amount	Account Description
Scholarship Transition Fund (03' & Prior)	8/31/2004	\$22.48	Scholarships
Scholarship Transition Fund (03' & Prior)	8/31/2004	\$240.00	Scholarships
Scholarship Transition Fund (03' & Prior)	8/31/2004	\$1,207.00	Scholarships
Scholarship Transition Fund (03' & Prior)	8/31/2004	\$500.00	Scholarships
Scholarship Transition Fund (03' & Prior)	8/31/2004	\$79.00	Scholarships
Scholarship Transition Fund (03' & Prior)	8/31/2004	\$331.63	Scholarships
Scholarship Transition Fund (03' & Prior)	8/31/2004	\$240.00	Scholarships
Scholarship Transition Fund (03' & Prior)	8/31/2004	\$327.00	Scholarships
Scholarship Transition Fund (03' & Prior)	8/31/2004	\$234.00	Scholarships
Scholarship Transition Fund (03' & Prior)	8/31/2004	\$186.25	Scholarships
Scholarship Transition Fund (03' & Prior)	8/31/2004	\$1,107.75	Scholarships
Scholarship Transition Fund (03' & Prior)	8/31/2004	\$361.00	Scholarships
Scholarship Transition Fund (03' & Prior)	8/31/2004	\$36.02	Scholarships
Scholarship Transition Fund (03' & Prior)	8/31/2004	\$25.00	Scholarships
Scholarship Transition Fund (03' & Prior)	8/31/2004	\$458.96	Scholarships
Scholarship Transition Fund (03' & Prior)	8/31/2004	\$57.00	Scholarships
Scholarship Transition Fund (03' & Prior)	8/31/2004	\$3.82	Scholarships
Scholarship Transition Fund (03' & Prior)	8/31/2004	\$200.00	Scholarships
Scholarship Transition Fund (03' & Prior)	8/31/2004	\$382.37	Scholarships
Scholarship Transition Fund (03' & Prior)	8/31/2004	\$1,858.82	Scholarships
Scholarship Transition Fund (03' & Prior)	8/31/2004	\$21.00	Scholarships
Scholarship Transition Fund (03' & Prior)	8/31/2004	\$780.44	Scholarships
Scholarship Transition Fund (03' & Prior)	8/31/2004	\$480.00	Scholarships
Scholarship Transition Fund (03' & Prior)	8/31/2004	\$221.00	Scholarships
Scholarship Transition Fund (03' & Prior)	8/31/2004	\$719.53	Scholarships
Scholarship Transition Fund (03' & Prior)	8/31/2004	\$160.00	Scholarships
Scholarship Transition Fund (03' & Prior)	8/31/2004	\$668.00	Scholarships
Scholarship Transition Fund (03' & Prior)	8/31/2004	\$240.00	Scholarships
Scholarship Transition Fund (03' & Prior)	8/31/2004	\$192.33	Scholarships
Scholarship Transition Fund (03' & Prior)	8/31/2004	\$311.92	Scholarships
Scholarship Transition Fund (03' & Prior)	8/31/2004	\$25.00	Scholarships
Scholarship Transition Fund (03' & Prior)	8/31/2004	\$224.13	Scholarships
Scholarship Transition Fund (03' & Prior)	8/31/2004	\$662.95	Scholarships
Scholarship Transition Fund (03' & Prior)	8/31/2004	\$529.09	Scholarships
Scholarship Transition Fund (03' & Prior)	8/31/2004	\$422.63	Scholarships
Scholarship Transition Fund (03' & Prior)	8/31/2004	\$80.81	Scholarships
Scholarship Transition Fund (03' & Prior)	8/31/2004	\$320.00	Scholarships
Scholarship Transition Fund (03' & Prior)	8/31/2004	\$1,443.00	Scholarships
Scholarship Transition Fund (03' & Prior)	8/31/2004	\$242.77	Scholarships
SCHOLARSHIPS TOTAL		\$42,619.37	
GRAND TOTAL - ALL SUPPORT		\$77,755.28	

ADMINISTRATIVE SERVICE

SEPTEMBER 14, 2004

TOPIC: AGREEMENT – CHANCELLOR’S OFFICE TAX OFFSET PROGRAM

TO THE SUPERINTENDENT/PRESIDENT:

The District wishes to continue its participation in the Chancellor’s Office Tax Offset Program (COTOP), per the attached agreement. This agreement will be effective for the 2004-2005 fiscal year. The District realizes revenues through this program that might otherwise be lost, by having the Franchise Tax Board offset amounts owed to the district from a student/debtor’s state income tax, lottery winnings or other state refunds.

Fiscal Impact: unknown revenue

RECOMMENDATION:

It is recommended that the Board of Trustees approve the agreement with the Chancellor’s Office to participate in the 2004-2005 COTOP.

REFERENCE FOR AGENDA: YES

Signed: Louis E. Zellers
Interim Vice President, Administrative Services

TRANSMITTED TO THE BOARD WITH A FAVORABLE RECOMMENDATION:

Signed: Spencer
Superintendent/President

ACTION TAKEN BY THE BOARD:

MOTION _____

SECOND _____

Ayes ____ Noes ____

INFORMATION ONLY ____

THIS CONTRACT, made and entered into this 1st day of October, 2004, in the State of California, by and between the

_____ COMMUNITY COLLEGE DISTRICT
and the
CHANCELLOR OF THE CALIFORNIA COMMUNITY COLLEGES

The CHANCELLOR of the CALIFORNIA COMMUNITY COLLEGES
(hereinafter Chancellor) and the

_____ COMMUNITY COLLEGE DISTRICT
(hereinafter District) do agree that:

I.

Performance of this contract shall be pursuant to Government Code Sections 12419.5 and 12419.7. Both parties' performance of this contract shall conform to the requirements of those statutes.

The Chancellor agrees to act on behalf of the District for the purpose of collecting through the State Franchise Tax Board's Interagency Offset Program, outstanding student financial aid and proper non-financial aid obligations owed to the District.

II.

The Chancellor's Office Tax Offset Program (hereafter known as COTOP) will be a (self-supporting) program with collection fees charged to the participating districts for the administrative costs incurred by the Chancellor in operating the program.

The Chancellor will, if a debtor owes an obligation to more than one college or district, eliminate the name of that debtor from the college or agency to which the debtor owes the smaller obligation.

The District will pay to the Chancellor an amount equal to but not greater than 25 percent (25%) of the amount which the Chancellor collects on behalf of the district from the Franchise Tax Board.

III.

The Chancellor will perform only those administrative services necessary to implement the legislation and related functions concerning the repayment of student financial aid and proper non-financial aid obligations through the COTOP program. Names and amounts submitted in error by the district will be treated as all other names and amounts and may be offset by the Franchise Tax Board.

The district may submit requests for deletions to the Chancellor at any time, and as often as needed; the district may also submit requests to increase or decrease a debtor's amount due

no more than two times during the processing year.

Districts must submit their initial COTOP debtor data to the Chancellor's Office no later than October 1, 2004, unless an extension to the deadline was requested and granted. Districts may add additional accounts to their initial debtor data only through Friday, January 14, 2005. If an offset occurs prior to the implementation of the deletion or modification by the Franchise Tax Board, it will be the responsibility of the District to make restitution directly to the debtor as required by Section IV.6 below.

The Chancellor or Franchise Tax Board will delete all names which cannot be processed by the Chancellor's Office or the Franchise Tax Board.

IV.

The District will:

1. Submit a single record for each affected individual as specified in #3 below according to the format and specifications in Appendices A and B which are incorporated into and made a part of this contract.
2. Notify those debtors whose names are submitted for collection of the pending action no later than submitting those names to the Chancellor's Office and review any objections received from those debtors. This notification should inform the debtor that the individual is entitled to request a review of the decision to collect the debt by the offset procedure. Immediately submit to the Chancellor's Office any modifications or deletions found necessary as a result of the review as required by Appendix C which is incorporated into and made a part of this contract.
3. Submit for collection through the COTOP program only the following types of debtor obligations:
 - A. defaulted Perkins, Nursing, Emergency and Extended Opportunity Programs and Services (EOPS) loans;
 - B. campus financial aid funds; EOPS Grants and Board of Governors Enrollment Fee Waivers for which the student was ineligible;
 - C. other financial aid obligations.
 - D. Proper student non-financial aid obligations limited to: non-resident tuition; enrollment fees; library fines; library replacement material charges; parking fees; parking fines; residence hall rent contracts; cafeteria meal contracts; telephone bills; drop fees (incurred prior to January 1992); personal checks returned for non-sufficient funds (limited to bookstore and other charges listed in this section only); returned check service charges; child care charges; instructional equipment breakage/replacement charges; health fees; transcript fees; foreign student insurance charges; dental health center charges; community services fees; lost key charges; transportation charges/fees; audit fees; contract class charges; instructional material fees; damage to campus facilities/equipment charges; personal checks written to "Cash" returned for non-sufficient funds (including returned check service fee); auto repair costs (including parts, lab fee, sales tax on parts); student representation fee; student center fee.

4. For those student financial aid and non-financial aid obligations in default, send at least two (2) written notices, approximately thirty (30) days apart, to the last known address of the debtor requesting that the debtor either pay the amount owed or contact the participating district regarding the debt. The district must retain copies of the notifications in the district/college file.
5. Do not submit names of any debtors who are:
 - A. not in default;
 - B. in litigation/bankruptcy.
6. Refund to debtor any overpayments or amounts collected in error resulting from collection through COTOP within 30 days from notification of offset by the Chancellor.

V.

The District agrees that the Chancellor is acting in reliance on the accuracy of information supplied by the District as to the names of debtors, identification of debtors, and amounts owed by debtors, and that the Chancellor shall not be liable for any damages arising from inaccuracies in information supplied by the District.

The District agrees that it will submit for collection only amounts which it is legally entitled to collect through this program.

The District agrees that it will respond to all debtor complaints received by the Chancellor regarding this program.

VI.

Each party agrees to indemnify, defend and save harmless the other, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by either party in the performance of this contract.

VII.

The District and the agents and employees of the District, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California.

VIII.

Time is of the essence of this agreement.

IX.

No alteration or variation of the terms of this contract 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.

X.

The term of this contract shall be from October 1, 2004 through December 30, 2005, which as defined by the Franchise Tax Board, is the end of the 2005 interagency program processing year.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

CALIFORNIA COMMUNITY COLLEGES

By _____
Victoria P. Morrow _____ Date
Executive Vice Chancellor

_____ DISTRICT
(Name of District)

By _____
(Authorized Signature) _____ Date

(Printed Name of Signature)

(Title)

(Address)

HUMAN RESOURCES

SEPTEMBER 14, 2004

TOPIC: NON-CLASSIFIED EMPLOYEES

TO THE BOARD OF TRUSTEES:

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

Fiscal impact: Budgeted

RECOMMENDATION:

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

REFERENCE FOR AGENDA: Yes

Signed WILLIAM SCHMIDT
Director of Human Resources

TRANSMITTED TO THE BOARD WITH A FAVORABLE RECOMMENDATION.

Signed [Signature]
Superintendent/President

ACTION TAKEN BY THE BOARD:

MOTION _____

SECOND _____

Ayes ___ Noes ___

INFORMATION ONLY _____

NON-CLASSIFIED EMPLOYEES

September 14, 2004

<u>NAME</u>	<u>REQUESTED DATES OF EMPLOYMENT</u>	<u>POSITION/DEPT</u>
<u>Student Workers Federal/State Work Study/Work Experience</u>		
<u>Student Workers</u>		
Crawford, Shauna	08-30-04-12-17-04	SW-Tutor-Biology
Youngberg, Joel	06-01-04-06-30-04	SW-Other-Aux Services
Youngberg, Kristin	06-01-04-06-30-04	SW-Other-Aux Services
<u>Limited-Term Workers</u>		
<u>Substitute</u>		
Maciel, Denise	08-30-04-10-15-04	Interpreter-DSPS
McCoy, Joseph E.	08-30-04-10-15-04	Interpreter-DSPS
<u>Professional Expert</u>		
Horne, Peter	08-30-04-12-31-04	Prof Expert-EMT-ALDH
<u>Volunteer</u>		
Chavez, Adrienne R.	09-15-04-12-05-04	Vol-Athletics
Fuselier, Kennard J.	09-15-04-12-05-04	Vol-Athletics
Seeley, Scott E.	08-14-04-12-14-04	Vol-Athletics
Thomas, Michael C.	09-14-04-06-30-05	Vol-Counseling

NON-CLASSIFIED EMPLOYEES

September 14, 2004

“PENDING VERIFICATION OF ENROLLMENT”

<u>NAME</u>	<u>REQUESTED DATES OF EMPLOYMENT</u>	<u>POSITION/DEPT</u>
<u>Student Workers</u>		
Weber, Youlia	09-07-04-12-16-04	SW-Tutor-BET/CIT

HUMAN RESOURCES

SEPTEMBER 14, 2004

TOPIC: TEMPORARY ACADEMIC

TO THE BOARD OF TRUSTEES:

The persons listed on the attached reference sheet have been designated to perform the duties indicated.

Fiscal Impact: Budgeted Item

RECOMMENDATION:

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

REFERENCE FOR AGENDA: YES

Signed WILLIAM SCHMIDT
Director of Human Resources

TRANSMITTED TO THE BOARD WITH A FAVORABLE RECOMMENDATION.

Signed [Signature]
Superintendent/President

ACTION TAKEN BY THE BOARD:

MOTION _____

SECOND _____

Ayes ___ Noes ___

INFORMATION ONLY _____

TEMPORARY ACADEMIC

SEPTEMBER 14, 2004

FALL 2004

Berseth, William	Math
Bissell, Doug	History
Copeland, Jim	History
Corig, Joseph	Biology
Edmundson, Larry	Speech
Elder, Gary	Biology
Erickson, Christa	Psychology
Espinoza, Julie	Non-credit ESL
Falone, John	Admin of Justice
Gahr, David	Geology
Gibbs, David	Biology
Hamrick, Matthew	Admin of Justice
Hufford, Andrew	Biology
Keating, Catherine	Special Assign: Foster Kinship Care Education Trainer
Kennedy, Thomas	Chemistry
Lewallen, Willard	P.E.
Rahman, Mustafizur	Math
Manning, Kimberly	English
Meyer, David	Special Assign: Host/Facilitate Planetarium Shows/Lectures
Norris, Windy	Speech
Oshinuga, Anthony	Math
Peak, Gloria,	Clinical Nursing
Porter, Corwin	Biology
Seifert, Phyllis	Child Development
Selters, Carolan	Allied Health
Sers, Sean	Athletics-Prep for Intercollegiate Baseball
Shefchik, Michael	Basic Skills English
Shroyer, Lois	BET
Smith, Ben	PE
Soloria, Susan	Basic Skills English
Summerford, Cathleen	PE
Thay, Charity	Child Development
Toner, Stephen	Math
Tremblay, Paul	CIT
Tufano, Andrew	Biology
Wadagnola, Julie	Basic Skills English
Wreh, Emmanuel	Math

HUMAN RESOURCES

SEPTEMBER 14, 2004

TOPIC: ADMINISTRATIVE/MANAGEMENT/CONFIDENTIAL APPOINTMENTS

TO THE BOARD OF TRUSTEES:

The superintendent/president has approved the appointment of the following individual as detailed below. The district requests that the board approve this appointment.

Vern Hodge, to the position of interim director of financial aid and admissions and records, effective September 15, 2004.

Fiscal Impact: Budgeted Item

RECOMMENDATION:

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

REFERENCE FOR AGENDA: NO

Signed WILLIAM SCHEMIDT
Director of Human Resources

TRANSMITTED TO THE BOARD WITH A FAVORABLE RECOMMENDATION.

Signed [Signature]
Superintendent/President

ACTION TAKEN BY THE BOARD:

MOTION _____

SECOND _____

Ayes ___ Noes ___

INFORMATION ONLY _____

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT

EMPLOYMENT AGREEMENT

This agreement is entered into between the Victor Valley Community College District, hereinafter referred to as "District," and Dr. Vern M. Hodge, hereinafter referred to as "Interim Director of Financial Aid and Admissions and Records."

1. Term of Agreement

The District hereby employs the Interim Director of Financial Aid and Admissions and Records for a period of three (3) months and two (2) days, beginning September 15, 2004, and concluding December 17, 2004.

2. Salary

The salary of the Interim Director of Financial Aid and Admissions and Records shall be Six Thousand, Nine Hundred and Ninety-eight Dollars (\$6,998) per month for fulfilling an 80% assignment. The Interim Director of Financial Aid and Admissions and Records shall be paid a pro-rata portion of this monthly salary for any period of service less than 80% of a full month.

3. Duties and Responsibilities

The position, as established by the District, is to serve in the capacity of Interim Director of Financial Aid and Admissions and Records and to fulfill the duties and responsibilities of the Interim Director of Financial Aid and Admissions and Records as defined in the attached job descriptions.

4. Health and Welfare Benefits

The Interim Director of Financial Aid and Admissions and Records waives District-paid vacation, sick leave, health and welfare benefits.

5. Expense Reimbursement

The District shall pay a monthly travel allowance for use of personal vehicle to conduct college business and monthly expense allowance of Three Hundred Dollars (\$300) commencing September 15, 2004.

6. Termination of Contract

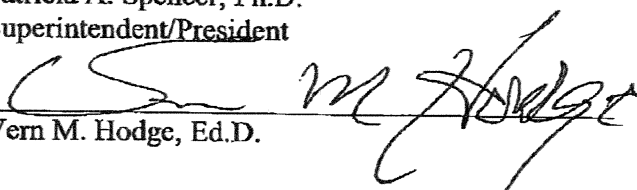
Commencing September 15, 2004, this agreement may be altered, amended, or terminated at any time by the mutual written agreement of the Superintendent/President and Board of Trustees. Either party may terminate this agreement with thirty (30) days' written notice to the other party. The thirty (30) day notice may be reduced by mutual agreement of the parties.

IN WITNESS WHEREOF, the parties to this agreement have signed on the day and date first written above.

Dated: _____

By: _____
Patricia A. Spencer, Ph.D.
Superintendent/President

Dated: 9-1-04

By: 
Vern M. Hodge, Ed.D.

HUMAN RESOURCES

SEPTEMBER 14, 2004

TOPIC: ACADEMIC RATIFICATION OF EQUIVALENCY REQUESTS

TO THE BOARD OF TRUSTEES:

The equivalencies listed on the attached reference have been approved by the appropriate department, division dean, and Academic Senate for the discipline indicated. Henceforth, the equivalencies will apply to each candidate for said discipline.

Fiscal impact: none

RECOMMENDATION:

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

REFERENCE FOR AGENDA: YES

Signed WILLIAM ZALIMOTO
Director of Human Resources

TRANSMITTED TO THE BOARD WITH A FAVORABLE RECOMMENDATION.

Signed R. Spencer
Superintendent/President

ACTION TAKEN BY THE BOARD:

MOTION _____

SECOND _____

Ayes ___ Noes ___

INFORMATION ONLY _____

EQUIVALENCY REQUESTS

SEPTEMBER 14, 2004

SUBJECT

EQUIVALENCY

BIOLOGY

Meets equivalent qualifications of Item 9B of the equivalency policy: bachelor's degree in biology and a master's degree in public health/epidemiology is equivalent to a master's degree in biology.

HUMAN RESOURCES

SEPTEMBER 14, 2004

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

TO: THE BOARD OF TRUSTEES

- 1. The superintendent/president has approved the transfer of the following individuals and requests that the board approve these transfers:

Diane Mohr, to office assistant—admissions & records, from office assistant—student support services, effective on or after September 15, 2004.

David Chip, to office assistant—DSPS (50%), from human resources technician, effective on or after September 15, 2004.

- 2. The superintendent/president has approved the appointment of the following individual and requests that the board approve this appointment:

Maria Cardoza, admissions and records assistant (50%), effective on or after September 15, 2004.

- 3. Final interviews for the classified special positions of bookstore assistant and ticket sales assistant are scheduled for September 8, 2004. Recommendation for appointments will be brought to the meeting as an amendment.

Fiscal Impact: Budgeted Item

RECOMMENDATION:

It is recommended that the board approve the transfer and appointment as listed.

REFERENCE FOR AGENDA: NO

Signed WILLIAM S. MCOP
Director of Human Resources

TRANSMITTED TO THE BOARD WITH A FAVORABLE RECOMMENDATION.

Signed [Signature]
Superintendent/President

ACTION TAKEN BY THE BOARD:

MOTION _____

SECOND _____

Ayes ___ Noes ___

INFORMATION ONLY _____

SUPERINTENDENT/PRESIDENT

SEPTEMBER 14, 2004

TOPIC: BOARD OF TRUSTEES 2004-2005 GOALS

TO THE BOARD OF TRUSTEES:

The Board recognizes and appreciates the hard work and commitment of the staff. The Board Goals are intended to set the agenda for the Board and the college and to co-align with the six major goals established by the college through the shared governance processes.

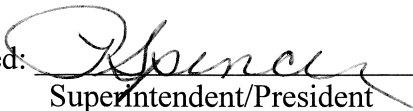
Fiscal Impact: N/A

RECOMMENDATION:

It is recommended that the Board approve the Board of Trustees 2004-2005 Goals as listed on the attachment.

REFERENCE FOR AGENDA: YES

TRANSMITTED TO THE BOARD WITH A FAVORABLE RECOMMENDATION:

Signed: _____
Superintendent/President

ACTION TAKEN BY THE BOARD:

MOTION _____

SECOND _____

Ayes ____ Noes ____

INFORMATION ONLY ____

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT

BOARD OF TRUSTEES

2004-2005 GOALS

The Board recognizes and appreciates the hard work and commitment of the staff. The Board Goals are intended to set the agenda for the Board and the college and to co-align with the six major goals established by the college through the shared governance processes.

College's Goal 1 – Organizational Excellence

The college's governance roles and processes are structures to maximize institutional effectiveness.

Board of Trustees' Goals:

- a. Direct college to continue work on mission and vision statements.
 - (1) Use only the bold sections in the first part when brevity is important, e.g., on the back of business cards.
 - (2) Develop a vision statement that is succinct, inspirational, and separate from the mission.
 - (3) Consider using *oasis of learning* as a theme for the vision statement and capitalize/build on the meaning of oasis: growth, refreshment, life-giving, safety, comfort, beauty, vitality.
 - (4) Encourage and support exploring ways to use the mission statement, such as using the first part as the mission/purpose and the second part as the values statement of the college.
- b. Be a Learning Organization in which individual growth is the goal.
- c. Use the growth of the college to maximize organizational effectiveness and excellence.
- d. Continue the Board's learning activities.

College's Goal 2 – Institutional Commitment to Student Learning and Student Success through Educational Excellence

Student learning will be the central focus in the development, implementation, evaluation, and improvement for all courses, programs, and services.

Board of Trustees' Goals:

- a. Ensure that students are learning and are successful, as defined by graduation and employment rates, learning assessments, and other measures.
- b. Assure that the college is inclusive and has comprehensive support services.

College's Goal 3 – Economic and Community Development

The college will effectively meet changing community needs for education leading to employment and cultural enrichment, and fulfilling civic, political, and social responsibilities.

Board of Trustees' Goals:

- a. Commit resources to fund an office of planning, research, economic, and community development.
- b. Respond to community workforce and economic development needs and establish partnerships to meet these needs.
- c. Establish community partnerships that involve community support.
- d. Maximize the college as a cultural center.
- e. Utilize the Foundation as a community resource.

College's Goal 4 – Diverse Populations

The college will increase access opportunities by improving programs and services to better serve an increasingly diverse campus population.

Board of Trustees' Goal:

- a. Assure that employees care deeply about students and are flexible and able to respond to diverse learning needs.
- b. Assure that the college is actively inclusive.

College's Goal 5 – Technology

The college will integrate and utilize technology and provide quality technological training for the creation and delivery of instruction, support of programs and services, and the improvement of institutional effectiveness to enhance student learning.

- a. Protect resources to secure and update technology for purposes of teaching and learning and conducting college business.

Goal 6 - Learning-Centered Resource Management

Through utilization of prudent fiscal policies and the proactive entrepreneurial pursuit of increased revenue, the college will work diligently to secure solid financial resources to meet current and future enrollment growth, community learning needs and learning outcomes.

Board of Trustees' Goals:

- a. Set the global priorities for the budget within the mission to meet community needs, e.g., transfer, workforce development, economic development.
- b. Enhance planning for facilities and program delivery. The planning may include (1) buildings, (2) land use, (3) a second campus, (4) 24/7 education, (5) alternative delivery systems such as online learning, and (6) new instructional programs.
- c. Evaluate how many students can be served with our current facilities.
- d. Evaluate how many students the college anticipates serving in 2010/2014 (including non-traditional students), and what will be needed to serve those students.
- e. Reduce reliance on state funding.
- f. Be legislatively proactive and assume an advocacy role to increase state funding.

SUPERINTENDENT/PRESIDENT

SEPTEMBER 14, 2004

TOPIC: OUT-OF-STATE TRAVEL,
VICE PRESIDENT, STUDENT SERVICES

TO THE BOARD OF TRUSTEES:

Dr. Willard Lewallen, Vice President, Student Services, has been selected to present a workshop at the 2004 Conference on Information Technology sponsored by the League for Innovation in the Community College to be held in Tampa, Florida, November 7-10, 2004. (See attachments.) His presentation will focus on the research that Victor Valley College has conducted concerning online (distance) learners. This is a wonderful opportunity to showcase VVC on a national stage and to get the word out about the innovative and exciting accomplishments of the college.

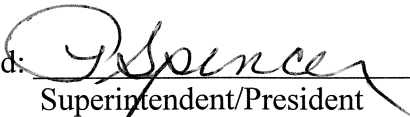
Fiscal impact: Budgeted travel item, \$1,422.

RECOMMENDATION:

It is recommended that the Board of Trustees approve out-of-state travel for Dr. Willard Lewallen to present a workshop at the Conference on Information Technology in Tampa, Florida, November 7-10, 2004.

REFERENCE FOR AGENDA: YES

TRANSMITTED TO THE BOARD WITH A FAVORABLE RECOMMENDATION:

Signed:  _____
Superintendent/President

ACTION TAKEN BY THE BOARD:

MOTION _____

SECOND _____

Ayes ____ Noes ____

INFORMATION ONLY ____

2004 Conference on Information Technology Decisions!

From: "Mary K. Harris" <harris@league.org>
Date: 5/19/2004 2:19 PM
Subject: 2004 Conference on Information Technology Decisions!

Dear Presenters:

Congratulations! You have been selected to present at the 2004 Conference on Information Technology. All of the proposals have been reviewed and acceptance letters will be mailed out today and tomorrow. Please keep an eye on your mailbox as there is time sensitive material enclosed in your envelope. (keep in mind that many of you submitted two or more presentations, thus you will be receiving two or more packets of information.)

In your packet of information, you will find an acceptance letter, presenter agreement form and a presenter facts sheet. Please read over all of the information carefully and make sure to put it in a safe place as the presenter facts sheet contains a lot of information that you may initially have questions on. **The presenter agreement form will need to be signed by ALL presenters and faxed back by JUNE 11, 2004.** I will not be able to schedule your session without an agreement form.

As soon as all of the presenter agreement forms are returned to me, the scheduling of your sessions will begin. We plan to have this process finished by late-July, but hopefully sooner!!!

Congratulations! I look forward to working with you over the next several months. If you have any questions along the way, please do not hesitate to contact me!

If your letter has not arrived by June 2nd, please let me know and I will email you a copy of your information.

Sincerely,

Mary Harris
Conference and Presenter Communications Manager
League for Innovation
480-705-8200 Ext. 228
harris@league.org

Upcoming Events:

League Learning Summit
August 1-3, 2004
Renaissance Harborplace Hotel, Baltimore, MD

2004 Conference on Information Technology
November 7-10, 2004
Tampa Convention Center

Innovations 2005
March 6-9, 2005
Marriott Marquis, New York, NY



2004 CIT HOME CONFERENCE INFO

The League for Innovation's annual Conference on Information Technology offers a diverse program and cutting edge exposition exploring the intelligent application of information technology in community and technical college

NEWS & EVENTS

August 25, 2004

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Tentative List of Presentation Titles

Special Sessions Available

Learning Center Courses Available

Register Online

**November 7-10, 2004
Tampa Convention Center
Tampa, FL**

For more information contact
Ed Leach
(480) 705-8200 x233





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Santa Fe Community College
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Hillsborough Community College
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Future Conference Dates:

**October 23-26, 2005
Wyndham Anatole, Dallas, TX**

- Faculty • Administrators • Chief Technology Officers • Instructional/Curriculum Designers • Faculty Development Specialists • Webmasters • Librarians • Multimedia Specialists • Counselors/Advisors • Facilities Managers • Institutional Researchers • Business Officers • Analysts/Programmers

KEYNOTE SPEAKERS

	<p><u>Jeb Bush</u>, Governor, State of Florida</p> <p>Confirmed November 8, 2004 1:45 - 3:00 p.m.</p>
	<p><u>Carol Twigg</u>, Executive Director, Center for Academic Transformation, Rensselaer Polytechnic Institute</p>
	<p><u>Judith Boettcher</u>, Author, <i>Faculty Guide for Moving Teaching and Learning to the Web</i>, Veteran Executive Director, Corporation for Research and Educational Networking (CREN)</p>
 <p><i>The State of Technology in the Community College</i></p>	<p><u>Mark David Milliron</u>, President and CEO, League for Innovation in the Community College (Host)</p> <p><u>Walter Bumphus</u>, Chancellor, Louisiana Community and Technical College System</p> <p><u>J. David Armstrong Jr.</u>, Chancellor, Florida Division of Community Colleges</p> <p><u>H. Martin Lancaster</u>, President, North Carolina Community College System</p> <p>November 10, 2004 10:30 a.m. - 12:00 p.m.</p>

ABOUT TAMPA

 PRINT THIS PAGE

SUGGEST CIT TO A COLLEAGUE

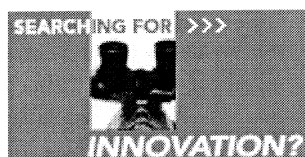
Accented by warm sunshine and bay breezes, Tampa Bay is alluring with its numerous attractions, cultural institutions, professional recreational sports facilities, great restaurants, rich history, natural preserves, shopping plazas, and colorful events.



FOR INNOVATION
IN THE COMMUNITY COLLEGE

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Distinguished Corporate Partners



The League for Innovation's annual Conference on Information Technology (CIT) offers a diverse program and cutting edge exposition exploring the intelligent application of information technology in community and technical colleges. The League for Innovation's annual CIT serves as:

- ◆ A technology showcase for state-of-the-art information technology applications;
- ◆ A place to foster globalization in national and international communications among community college educators;
- ◆ An incubator and emporium of ideas for enhancing the teaching and learning process;
- ◆ A path to support the human side of technology and help break down barriers and fears about technology;
- ◆ A venue to create awareness of community college initiatives; and
- ◆ An engaging, exciting, and fun time.

Conference Attendee Profile

This conference regularly attracts close to 3,000 - 4,000 community, technical, and four-year college/university senior- and mid-level administrators, faculty, and professional staff, in addition to a significant number of corporate and other educational leaders. An impressive number of attendees are international participants, including close to 100 educators annually from the Netherlands.

SUPERINTENDENT/PRESIDENT

SEPTEMBER 14, 2004

TOPIC: PROPOSED ADMINISTRATIVE PROCEDURE
AP 2735, BOARD MEMBER TRAVEL

TO THE BOARD OF TRUSTEES:

According to Board Policy 2735, Board Member Travel, "Members of the board shall have travel expenses paid whenever they travel as representatives of and perform services directed by the board." Board Policy 2410, Policy and Administrative Procedure, reads in part, "Administrative procedures are to be issued by the superintendent/president as statements of method to be used in implementing board policy. Such administrative procedures shall be consistent with the intent of board policy." Attached is proposed Administrative Procedure, AP 2735, Board Member Travel, which was reviewed at the special meeting of the Board of Trustees on August 24, 2004.

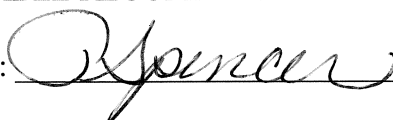
Fiscal Impact: Each year the Board will determine the maximum amount to be expended on Board travel and how those funds will be allocated and distributed to Board members.

RECOMMENDATION:

It is recommended that the Board of Trustees approve Administrative Procedure AP 2735, Board Member Travel.

REFERENCE FOR AGENDA: YES

TRANSMITTED TO THE BOARD WITH A FAVORABLE RECOMMENDATION:

Signed:  _____

Superintendent/President

ACTION TAKEN BY THE BOARD:

MOTION _____

SECOND _____

Ayes ____ Noes ____

INFORMATION ONLY ____

AP 2735 Board Member Travel

Reference:

Education Code Section 72423

The Board of Trustees encourages the participation and attendance of its members at off-campus meetings and conferences that will benefit and enhance the college district and its programs. The Board shall provide for the reimbursement of travel expenses for a Board member when performing services directed and/or authorized by the Board.

Travel Requests and Approval:

All required and expected expenses of attending such meetings and district required duties and business including meals, lodging, registration, transportation, etc., should be submitted on the appropriate request form (along with any pertinent forms or paperwork) to the Superintendent/President at least ten (10) working days prior to travel for approval. Board travel will be approved by the Board President.

Travel Reimbursement Claim:

Claims for reimbursement, including all required receipts, shall be submitted on the appropriate claim form and submitted to the Superintendent/President within ten (10) days after travel for Board approval.

Trustees making payment with personal funds will be reimbursed upon submitting a Travel Reimbursement Claim with the required receipts and other documentation.

Allowable/Approved Expenses:

1. Registration Fees – allowable up to actual cost
2. Lodging – single occupancy rate
3. Meals - will be covered by the college for college-business travel or designated conferences; per District approval (currently \$35/day)
4. Transportation – Airfare, car rental, taxis, fuel/mileage, misc. necessary expenditures, i.e. emergency repairs, college/district vehicles
5. Misc. Expenses – college/district related telephone calls, supplies, incidentals

Non-allowable/Not Approved Expenses:

1. Entertainment, radio, TV, or VCR rental and other items of a similar nature
2. Alcoholic beverages
3. Leisure tours or personal side-trips expenses
4. Personal telephone calls
5. Traffic or parking citations (driving any vehicle)

Each year the Board will determine the maximum amount to be expended on Board travel and how those funds will be allocated and distributed to Board members.

SUPERINTENDENT/PRESIDENT

SEPTEMBER 14, 2004

TOPIC: SPACE UTILIZATION & ENROLLMENT CAPACITY ANALYSIS

TO THE BOARD OF TRUSTEES:

The district desires to enter into an agreement with Mike Moore to conduct an analysis of classroom utilization and enrollment capacity for the Victor Valley College campus. Work will commence upon notification of approval of the agreement, and the target date for completion and delivery of the report will be February 1, 2005.

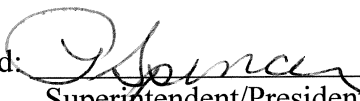
Fiscal Impact: An amount not to exceed \$8,000.

RECOMMENDATION:

It is recommended that the Board approve the agreement with Mike Moore for him to perform an analysis of space utilization and enrollment capacity. The fee for the work described and travel expenses will not exceed \$8,000.

REFERENCE FOR AGENDA: YES

TRANSMITTED TO THE BOARD WITH A FAVORABLE RECOMMENDATION:

Signed:  _____
Superintendent/President

ACTION TAKEN BY THE BOARD:

MOTION _____

SECOND _____

Ayes ____ Noes ____

INFORMATION ONLY ____

– AGREEMENT –
SPACE UTILIZATION & ENROLLMENT CAPACITY ANALYSIS

This AGREEMENT is hereby entered into on September 14, 2004, by the Victor Valley Community College District (hereinafter referred to as the "DISTRICT") and Mike Moore (hereinafter referred to as the "CONSULTANT"). Utilizing data provided by Victory Valley College staff and on-site inspection(s), the CONSULTANT will conduct an analysis of classroom utilization and enrollment capacity for the Victor Valley College campus.

1. The analysis of classroom utilization will be based on fall semester 2004. Using fall 2004, rather than a previous semester, will provide a more accurate representation since it will include the increased daily use resulting from implementation of the 16-week semester. The analysis will include
 - a. Campus enrollment and FTES potential using the current scheduling pattern.
 - b. Campus enrollment and FTES potential using a scheduling pattern that consolidates smaller unscheduled time increments that can be combined into usable scheduling blocks.
 - c. Identification of high-use and low-use time blocks.
 - d. Identification of scheduling patterns by curriculum area, including time block(s) when access is currently provided and those time block(s) when it is not provided.
2. A review will also be conducted of the current classroom designations listed in the most recent Annual Space Inventory filed with the State Chancellor's Office to ensure that the highest space allocation per student workstation allocated under State criteria is applied to current instructional laboratories. This will enable the DISTRICT to be eligible for its maximum instructional laboratory square footage if State funding is awarded.
3. The analysis of enrollment capacity will reflect existing Victor Valley College classrooms. In instances where it is mutually agreed that facilities planning for new classrooms or for the renovation of existing

classrooms has reached the stage that square footage, room orientation, and workstation locations have been finalized, an analysis of those changes will also be conducted and provided.

4. Work would commence upon notification of acceptance of the proposal with February 1, 2005, being the target date for completion and delivery of the resulting report. This delivery date will be dependent upon the Service Provider's timely access to Victor Valley College staff, data, and classrooms. It is understood and agreed that this date might need to be adjusted to a later date should any of the following occur:
 - a. Approval of this proposal later than September 14, 2004.
 - b. The CONSULTANT'S receipt of identified data from the fall semester census date, September 20, 2004, later than September 24, 2004.
 - c. Delays of more than seven (7) calendar days for receipt of data requested by the CONSULTANT in his follow-up questions.
 - d. Modification of Victor Valley College classroom facilities planning or the status of existing classroom facilities plans.
 - e. Mutually agreed upon changes in the scope of the project.
 - f. A mutually agreed upon delay to accommodate DISTRICT needs.
5. In addition to the CONSULTANT'S on-site inspection(s), as coordinated and facilitated by, and mutually scheduled with, Victor Valley College staff, the CONSULTANT will include his on-site participation in any and all of the following requested by the DISTRICT:
 - a. Board Meetings, to provide information as requested.
 - b. A meeting of up to four hours in duration with Victor Valley College staff, at a mutually agreed upon date and time, to review the resulting report.
 - c. A Board Meeting, on a mutually agreed upon date, to present information from the report and/or respond to questions.
6. By mutual agreement, additional areas of analysis of the data involved or of additional data can be incorporated in the scope of the project.

7. The fee for the work to be performed by the CONSULTANT described herein is an amount not to exceed seven thousand (\$7,000) dollars.
 - a. Payment of one thousand (\$1,000) to be received within fourteen (14) calendar days after approval of the proposal.
 - b. Payment of the balance of an amount not to exceed thousand dollars (\$6,000) to be received by forty-five (45) days after the last of the mutually agreed upon on-site meetings listed in 4.a and 4.b above.

8. In addition, an amount not to exceed one thousand (\$1,000) will be allotted to the CONSULTANT for travel expenses as a result of the work to be performed according to the terms of this agreement

FOR THE DISTRICT:

FOR THE CONSULTANT:

Clerk of the Board Date

Mike Moore (Signature) Date

Interim Vice President, Date
Administrative Services

Consultant's Address

Account #

INSTRUCTION

SEPTEMBER 14, 2004

TOPIC: OUT-OF-STATE STUDENT TRAVEL

TO THE SUPERINTENDENT/PRESIDENT:

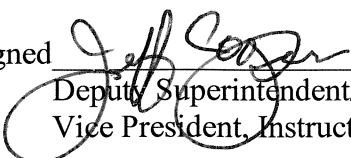
Authorization is requested from the Board of Trustees to allow students from the Geology Department, as attached, and faculty members Lee Kinney and Jim Previte to travel to Grand Canyon National Park, from September 24 - 26, 2004 to participate in a field study fieldtrip.

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


RECOMMENDATION:

It is recommended that the Board of Trustees approve out-of-state travel and gas expenses for Lee Kinney and his students attending the field study fieldtrip at the Grand Canyon National Park from September 24 – 26, 2004.

REFERENCE FOR AGENDA: YES

Signed  _____
Deputy Superintendent/Executive
Vice President, Instruction

TRANSMITTED TO THE BOARD WITH A FAVORABLE RECOMMENDATION:

Signed  _____
Superintendent/President

ACTION TAKEN BY THE BOARD:

MOTION _____

SECOND _____

Ayes _____ Noes _____

INFORMATION ONLY _____

GEOL 109 - Geology of Western National Parks
Sect #1234
Lee Kinney

Acosta, Jorge
Baker, Daniel
Batres, Linda
Beck, Joshua
Carroll, Patricia
Gardner, Sky
Gomez, Miranda
Hinojosa, Anthony
Hinojosa, Jennifer
Houseberg, Natalie
Lo Vasco, Brian
Martin, Clint
Maurice, Aaron
Micetich, Kristen
Moore, Joan
Myers, John
Paszkowski, Karri
Pena, Carlos
Rangel, Thomas
Reavis, Aurora
Rock, Daniel
Sanchez, Selina
Seville, Susan
Sumerlin, Jerry
Thompson, Sheila
Townsend, Meagan
Wymer, Trisha
Yun, David

INSTRUCTION

SEPTEMBER 14, 2004

TOPIC: MOU, SOUTHERN CALIFORNIA BIOTECHNOLOGY

TO THE SUPERINTENDENT/PRESIDENT:

Southern California Biotechnology wishes to enter in to an agreement by and between the San Diego Community College District and the Victor Valley Community College District to provide the described internship, as attached, in accordance with the requirements to serve students transitioning from community colleges to the work world.

Fiscal Impact: See attached detail listing

RECOMMENDATION:

It is recommended that the Board of Trustees approve the MOU with Southern California Biotechnology and the San Diego Community College District as attached.

REFERENCE FOR AGENDA: YES

Signed

Deputy Superintendent/Executive
Vice President, Instruction

TRANSMITTED TO THE BOARD WITH A FAVORABLE RECOMMENDATION:

Signed

Superintendent/President

ACTION TAKEN BY THE BOARD:

MOTION _____

SECOND _____

Ayes _____ Noes _____

INFORMATION ONLY _____

MEMORANDUM OF UNDERSTANDING

This Fixed Price Agreement, herein called "Agreement," for programs and services funded by the Southern California Biotechnology, herein called SCBC, is entered into this 1st day of July 2004 by and between the San Diego Community College District, herein called the "SDCCD" and the Victor Valley College District, herein called Victor Valley," who agrees to provide the described (Attachment A) in accordance with the requirements to serve students transitioning from community colleges to the work world.

1. Victor Valley and SDCCD shall comply with regulations specified in the certification statements required by the California Community Colleges Office of the Chancellor.
2. Victor Valley agrees to provide SDCCD reports of services rendered as required by the California Community Colleges Office of the Chancellor. A final report of activities certifying goals have been met for the period of this Agreement will be due on or before Sept 30, 2005.
3. Period of Agreement:
This Agreement shall be effective from September 15, 2004 until June 30, 2005. (These dates reflect the beginning of our Fall 2004 semester through the end of our fiscal year)
5. Compensation:
SDCCD will pay Victor Valley \$6000 based upon the spending plan (Attachment B). If the California Community Colleges Office of the Chancellor does not fully fund SDCCD or the SCBC, a proportional adjustment will be made to the Victor Valley Agreement.
6. Confidentiality:
The identity of students who are economically disadvantaged or disabled is to remain confidential. Victor Valley assumes responsibility for maintaining the confidentiality of individual student records.
7. Indemnity Clause
The parties involved in this agreement, SDCCD and Victor Valley hereby agree to a mutual hold harmless agreement. They agree to release each organization, its subsidiaries and its employees from any and all liability whatsoever related to the internship program, including but not limited to the interns, transport of the interns, or interns carrying out their duties.

8. **Audit:**
Victor Valley agrees to maintain and preserve, until five years after termination of the Agreement with SDCCD, and to permit the State of California or any of its duly authorized representatives, to have access to and to examine and audit any pertinent books, documents, equipment inventory, papers, and records related to this Agreement.

9. **Contact Persons:**
The contact person for SDCCD shall be:

Sandra Slivka
Director
Southern CA Biotech Center
Miramar College
10440 Black Mountain Road
San Diego CA 92122

The contact person for the Contractor shall be:

Melody Ricci, Biotechnology Program Coordinator
Victor Valley College Department of Biology
18422 Bear Valley Road
Victorville, CA 92392

10. **Termination:**
This Agreement may be terminated by either party with a 30-day written notice.

10. **Independent Contractor:**
It is expressly understood that at all times while rendering the services described herein, and in complying with any terms and conditions of this Agreement, the contractor is acting as an independent contractor and not as an officer, agent, or employee of the San Diego Community College District.

11. **Compliance With Law:**
Victor Valley shall be subject to and shall comply with all Federal, State, and local laws and regulations applicable with respect to its performance under this contract including, but not limited to, licensing, employment and purchasing practices and wages, hours and conditions of employment, including non-discrimination.

12. **Entire Agreement:**

This Agreement represents the entire Agreement and understanding of the parties hereto and no prior writing, conversations or representations of any nature shall be deemed to vary the provisions hereof. This Agreement may not be amended in any way, except by a writing duly executed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed, such parties acting by their representative being thereunto duly authorized.

SAN DIEGO COMMUNITY COLLEGE
DISTRICT

VICTOR VALLEY COLLEGE DISTRICT

By: (Authorized Signature)
Henry Yong, Dean, Academic Services

By: (Authorized Signature)

By: (Authorized Signature)
**Jeff Cooper, Executive Vice President,
Deputy Superintendent**

Date

Date

956006576 (Federal ID#)
Federal Identification Number

ATTACHMENT A

Internship General Plan

September 15, 2004 - July 30, 2005 Students will be paid at an hourly rate (\$6.75 minimum wage) as student employees of Victor Valley College each for their participation in the internship program.

All students will be approved through the Human Resource department at Victor Valley College and will undergo background checks and fingerprinting, along with Victor Valley College Board of Trustee Approval.

The internship coordinator will receive salary for program coordination at a rate of \$40/hour up to a Maximum of 20 hours. In addition, \$400 of travel funds will be provided for the project coordinator to attend relevant conferences on Workforce Development.

Upon receipt of the signed MOU and a 'proof of concept' background paper describing the summer 2004 internship program, an initial payment of \$3500 will be made to Victor Valley College. Funds will be established in a designated account titled: San Diego Miramar College Memo of Understanding. All funds expended will be administered through the Fiscal Services department of Victor Valley College.

ATTACHMENT B

Upon receipt of a mid-year report due January 31, 2005, a final payment of \$2500 will be made. A final report will be due upon completion of the granting period.

Proposed Budget:

Object Code 1000 - Personnel Services	\$ 800.00
Object Code 2000 - Classified/Student Workers	\$ 4,000.00
Object Code 3000 - Fringe Benefits (12%)	\$ 500.00
Object Code 5200 - Travel	\$ 400.00
Object Code 5000 - Indirect Costs (5%)	\$ 300.00

Total Cost: \$ 6,000.00

INSTRUCTION

SEPTEMBER 14, 2004

TOPIC: MOU, CALIFORNIA STATE DEPARTMENT OF SOCIAL SERVICES

TO THE SUPERINTENDENT/PRESIDENT:

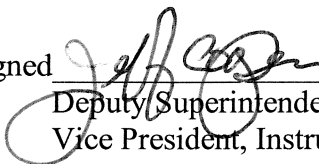
The California State Department of Social Services/Quality and Appeals Coordinator, Disability and Adult Program Division requests to enter into agreement with Victor Valley Community College, as specified in the attached Memorandum of Understanding, to conduct evidentiary disability hearings via video conferencing.

Fiscal Impact: See attached detail listing

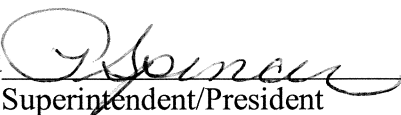
RECOMMENDATION:

It is recommended that the Board of Trustees approve MOU with the California Department of Social Services as attached.

REFERENCE FOR AGENDA: YES

Signed  _____
Deputy Superintendent/Executive
Vice President, Instruction

TRANSMITTED TO THE BOARD WITH A FAVORABLE RECOMMENDATION:

Signed  _____
Superintendent/President

ACTION TAKEN BY THE BOARD:

MOTION _____

SECOND _____

Ayes _____ Noes _____

INFORMATION ONLY _____

MEMORANDUM OF UNDERSTANDING BETWEEN THE CALIFORNIA DEPARTMENT OF SOCIAL SERVICES AND VICTOR VALLEY COMMUNITY COLLEGE

The California State Department of Social Services/Quality and Appeals Coordinator, Disability and Adult Program Division [herein after referred to as DSS] and Victor Valley Community College [herein after referred to as VVC] hereby enter into agreement as specified in this Memorandum of Understanding to conduct evidentiary disability hearings via video conferencing.

I. Services to be Performed

- A. The DSS will be provided use of video conferencing equipment and a room located at VVC from which to conduct video conferencing.
 - 1. Scheduling of the use of the video conferencing equipment, room, and arrangements for parking will be handled through Kathleen Moore [760-245-4271, ext. 2263].
 - 2. In order to accommodate the College staff and to comply with Federal guidelines and avoid scheduling conflicts, DSS will provide VVC with a schedule of hearings at least 21 days in advance. DSS anticipates that there would be no more than one per week.
 - 3. In the event of a scheduling conflict, VVC will contact DSS at least three (3) working days prior to a scheduled hearing.
 - 4. The DSS Hearing Officer will need to dial into the CENIC Bridge before each hearing begins. A video conferencing connection will be established between VVC and the DSS office prior to the first hearing. The DSS Hearing Officer will use the CENIC Bridge to connect with VVC.
- B. Victor Valley Community College shall take due precaution to ensure that the confidentiality of claimant information presented as part of the video conferencing hearing is not breached. Disclosure of such information may be made only pursuant to Social Security Regulation No.1 (20 CFR 401 1. 1 ff). Improper disclosure is subject penalty under Privacy Act of 1974, 5 USC 552a, and implementing regulations and policies.

II. Term

- A. This agreement shall be in effect as of September 15, 2004 and expires June 30, 2005, contingent upon approval of the Victor Valley Community College Board of Trustees and of all other State agencies as required by State procedures and upon the availability of funds to be provided by DSS, unless terminated earlier by either party with thirty (30) days by advanced written notice.
- B. The DSS and VVC shall hold all parties to this agreement harmless in the event of personal injury and/or liability and for any other unforeseen circumstances.

III. Payment

- A. In consideration of above services, DSS shall pay VVC upon submission of an invoice for each scheduled session. See attached "Rate Sheet" for itemized list of fees, including cancellation fees. [One-hour minimum with a 30-minute no-charge grace. An additional 1-hour charge shall be paid by DSS if services extend beyond the 30-minute grace].

- B. Payment shall be made by DSS upon completion of each video conferencing session.
Payment shall be sent without invoice to:

Victor Valley Community College
ATTN : Accounts Payable
18422 Bear Valley Road
Victorville, CA 92395-5849

- C. The award of this agreement is subject to the approval of the Victor Valley Community College Board of Trustees and may be subject to the approval of appropriate State agencies.

- D. The State of California is exempt from Federal Excise Taxes, and no payment will be made for any taxes levied on employee's wages. The State will pay for any State of California local sales or use taxes legally assessed on the services rendered or equipment of parts supplied pursuant to this agreement. All other taxes directly or indirectly arising out of performance of this agreement shall be the responsibility of the Victor Valley Community College.

Jeff Cooper, Executive Vice President / Deputy
Superintendent, Instruction, Victor Valley College

Representing the CA Department of
Social Services / Disability and Adult
Programs

Date. _____

Date _____

Attachment (Videoconference Users Rate Card: Off-campus Users)

VIDEOCONFERENCE SERVICES RATE CARD
OFF-CAMPUS USERS
EQUIPMENT, FACILITIES, and TECHNICAL SUPPORT
Pilot Project

This Videoconference Rate Card is for videoconference services which use a Bridge to facilitate Point-to-Point connection between one Victor Valley College (VVC) videoconference facility, also referred to as the near-end, and one off-campus videoconference facility using compatible equipment, also referred to as the far-end. The service provides live, interactive video and audio communication between near end and far end users.

VIDEOCONFERENCE SERVICE FEES

*1 hour minimum \$165

(Includes cost-free to user grace period of up-to 30 minutes for continuation of services beyond the 1st hour.)

**Each additional hour \$ 65

Additional 1 hour is charged for user-requested continuation of services that exceed the 30 minute cost-free to user grace period.

Fees to include:

On-site Technical Operator
Parking permit
Campus Site Map and Videoconference Facility User Guide

Use of:

Polycom adaptive send/receive videoconferencing equipment
Adaptive send/receive user station
Wireless lavalier microphone
Standard Table Microphone
Telephone
FAX

ADDITIONAL FEES

Cancellation Charge \$ 65

(applies only if written notification of cancellation is not received within 36 hours of event)

*Grace period of up-to 30 minutes applies only to 1 hour minimum fee.

**If user requested services exceed the grace period, an additional hour will be charged. The additional hour charge for services continued any part of the half-hour that follows services are continued.

This document accompanies and is not meant to replace any portion of the Victor Valley College ADMINISTRATIVE PROCEDURE FOR NON-INSTRUCTIONAL USE OF COLLEGE FACILITIES. Please refer to that document for non-instructional facilities use information and guidelines.

STUDENT SERVICES

SEPTEMBER 14, 2004

TOPIC: AGREEMENT, NBC MARKETING SERVICES

TO THE SUPERINTENDENT/PRESIDENT:

The district desires to enter into an agreement with NBC Marketing Services for purposes of acquiring and operating web-based "kiosks" that will serve as information centers for students. These five kiosks will be connected to the Internet and will be placed strategically around campus for student access to financial aid information, Rams Bookstore, registration functions, student records, and general campus information. Students will be able to serve themselves from these kiosks. For example, students will be able to access and print a copy of their individual class schedules or unofficial copies of transcripts. Additionally, students will be able to access information regarding their federal application for financial aid. This is an expenditure from the College's BFAP/SFAA (Board Financial Assistance Program / Student Financial Aid Administration) Plan approved by the Chancellor's Office.

Fiscal Impact: Budgeted item, \$45,079 from Board Financial Assistance Program (BFAP).

RECOMMENDATION:

It is recommended that the Board of Trustees approve the agreement with NBC Marketing Services.

REFERENCE FOR AGENDA: YES

Signed: Willard Fernald
Vice President, Student Services

TRANSMITTED TO THE BOARD WITH A FAVORABLE RECOMMENDATION:

Signed: Spencer
Superintendent/President

ACTION TAKEN BY THE BOARD:

MOTION _____

SECOND _____

Ayes ____ Noes ____

INFORMATION ONLY _____

AGREEMENT

PARTIES: NBC Marketing Services (a division of Nebraska Book Company, Inc., a Nebraska corporation) ("NBC")

and

NICTON VALLEY COLLEGE ("Store")

1. Definitions.

(a) "Attract Screens" means the site, commercial, or programming shown on the kiosk monitor.

(b) "Equipment" means either the computerized, interactive advertising Kiosks or the in-store Television Banks, or both, as the content shall indicate, provided to the Store and described on Exhibit A which is attached to and made a part of this Agreement.

(c) "Kiosk 1" means:
One Kiosk cabinet;
One ELO 17" touch screen monitor;
One Omni Tech Halyron CPU with keyboard and mouse; and
One Cybertech thermal printer with 1000 direct thermal paper roll.

(d) "Kiosk 3d w/ Stand means:
CPU
Stand
Touch screen
Printer
Keyboard
Trackball
Camera
Software license

(e) "Kiosk 3D Desktop" means:
CPU
Touch screen
Keyboard
Trackball
Camera
Software license

(f) "Kiosk KT-125" means:
CPU
Stand w/signage
Touch screen
Printer
Keyboard
Trackball
Software license

(d) "Television Bank" means:
Four 20" Toshiba televisions;
Four television wall or ceiling mounts;
RF Modulator;

One Toshiba DVD player;
One Kenwood receiver;
Quam 4x2 commercial grade speakers;
One monster splitter; and
One Toshiba Hi-Fi stereo VCR.

2. **Kiosks.**

2.1 NBC agrees to sell and Store agrees to buy 5 Kiosks, pursuant to this Agreement. Store customers can use the Kiosk(s) for a variety of internet activities, including class registration, downloading class schedules, reserving textbooks and checking email.

2.2 NBC will provide Store with software to operate the Kiosk, customized to Store's specifications within the limits provided by six internet access keys that will be active at all times.

2.3 Three-quarter page Attract Screens will be used to drive Store customers to websites which have been specified by Store. The Attract Screens will change every thirty seconds, unless Store specifies a different time interval. Store shall have the right to specify which websites shall be the subject of the Attract Screens.

2.4 NBC will remove or add third party vendor websites, and update Store's operating software with new material upon Store's request, but no more often than once times per month. Updates will be provided within 72 hours of Store's request. In addition, NBC shall automatically update the software twice annually.

2.5 Store agrees to provide high speed Internet connection for the Kiosk and a static IP address.

2.6 From time to time, NBC will present Store with an opportunity to run advertising on its Kiosk(s) from third party vendors. If Store decides to accept advertising from vendors brought to it by NBC, all revenue generated from such advertisers will be divided equally between Store and NBC. Revenues due and owing Store under this provision shall be paid on a schedule provided to Store by NBC.

2.7 The cost to Store for each Kiosk shall be \$7,300 for 3D with Stand. All amounts shall be paid to NBC pursuant to the Finance Agreement dated as of even date with this Agreement and signed by the parties. Alternatively, the Store may pay all amounts due NBC for Equipment purchases hereunder, within 30 days of the date of the invoice rendered by NBC.

2.8 NBC will replace any CPU or Kiosk cabinet that is damaged or defective at any time within 12 months of the date of delivery. Thereafter, the Equipment and its maintenance become the sole responsibility of Store.

2.9 Store shall also pay to NBC an annual fee of \$500.00 beginning on the first anniversary of the date of this Agreement and continuing each year thereafter so long as Store shall maintain and operate the Equipment, for NBC's update and product support of the software. Store acknowledges and agrees that NBC purchases the software from third party suppliers which license its use to NBC and Store. Store agrees to abide by and accept all conditions imposed upon it by the software license, and to protect, defend and indemnify NBC from and against any claims arising out of any breach of the software license by Store, its agents, employees or sub-licensees. NBC is not liable for any damages, costs or other expenses associated with any defect or malfunctioning of the software.

2.10 Installation and costs associated with installation of kiosks are the responsibility of Store.

3. **Television Banks.**

3.1 NBC shall sell and Store agrees to purchase 0 Television Banks, which may be used for in-store commercials promoting Store, Store's third party vendors, or to entertain Store's customers. Store shall have the right to run local, regional and national advertising, as well as commercials promoting Store's product services or special events, and entertainment between commercials including trivia questions, video shorts, programming from Zilo networks as well as popular music videos on the Television Banks. The Television Banks must, however, be used for marketing products and services during book rush and book buy-backs; specifically Store must

continuously run the digital video discs ("DVD") provided by NBC for NA weeks in NA, NA and NA of each year. Store may use the Television Banks to show news, athletic events, Store promotion, or movies or any of the other programming listed above, during the remainder of the year.

3.2 NBC shall provide Store new DVDs twice yearly, containing new programming. Arrival of the discs will be timed to coincide with Store's buy-backs, and book rushes. The DVD for use with Store's spring buy-back, summer book rush and fall book rush shall be sent to Store each April during the term of this contract. In December, Store will receive the DVD to be shown during its fall buy-back and spring book rush.

3.3 Store can agree to increase the number of NBC vendors on the disc; provided, however, that no more than 30 shall be included so as to insure minimum run time for each ad. NBC further agrees to add local advertisers to the DVD as requested and generated by Store at a production cost to Store of \$50 per commercial. In order to be included on the spring DVD, commercials must be sent to NBC 6 months in advance, thus, no later than the prior November 1 for inclusion on the spring DVD and May 1 for inclusion on the fall DVD. Commercials to be included must be presented to NBC on VHS tape, DVD, or mini-DVD and are subject to NBC's right to refuse to include them, in its sole discretion.

3.4 Net revenues generated from advertisers included by NBC on Store's DVD and secured by NBC shall be divided between NBC and Store on the basis of 50% to Store and 50% to NBC. All amounts due Store hereunder shall be remitted on a schedule provided to Store by NBC. The \$50 production fee charged per commercial shall be deducted from gross advertising receipts to arrive at Net Revenues for purposes of this section.

3.5 Store shall pay NBC \$2,000 for each Television Bank. All amounts shall be paid to NBC pursuant to the Finance Agreement dated as of even date with this Agreement and signed by the parties. Alternatively, the Store may pay all amounts due NBC hereunder within 30 days of the date of the invoice rendered by NBC.

3.6 In the event the Store does not display the DVD provided by NBC during the time periods agreed upon between the parties, NBC shall have the right to withhold all advertising revenues that would have been earned by Store and may remit such revenues to the advertisers, in its sole discretion.

3.7 Installation and costs associated with installation of television banks is the responsibility of Store

4. Miscellaneous.

4.1 The prices of the Equipment and terms of this Agreement are subject to change only upon written agreement of both parties.

4.2 Risk of loss for all Equipment passes to Store at the time it accepts delivery, other than damage caused solely by the negligence of NBC during installation.

4.3 NBC shall replace non-conforming or defective item(s) for a period of 12 months after installation.

4.4 In no case shall NBC be liable to Store or to any third party for special, indirect or consequential damages arising out of or in connection with the operation of the Equipment.

4.5 Store shall pay the full amount of the purchase price for the Equipment, and other charges within 30 days of the invoice date unless, prior to the due date, NBC and Store have executed a Finance Agreement whereby NBC agrees to installment payment terms. Financing is subject to credit check and approval by NBC in its sole discretion.

4.6 NBC makes no warranties pursuant to this Agreement. The only warranties on the Equipment are provided by the manufacturer and not by NBC and the only warranties for the software are provided by the licensor of such software, pursuant to a separate licensing agreement, and not by NBC unless the software is NBC's proprietary software. NBC DISCLAIMS AND EXCLUDES ALL WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE WHICH MIGHT OTHERWISE ATTACH TO THE SALE OF THE EQUIPMENT AND THE SOFTWARE, unless such disclaimer or exclusions is prohibited by applicable state or federal law.

4.7 This Agreement may be terminated at any time by either party upon 60 days notice to the other. On termination, if fully paid for, the Equipment shall belong to and remain with Store, the software shall be dealt with pursuant to any applicable licensing agreements.

4.8 Notices. All notices, requests, demands or other communications required or permitted by this Agreement shall be in writing, shall be delivered either in person or by first class United States mail, postage prepaid, addressed as follows, unless such address is changed by written notice hereunder:

If to NBC:

Nebraska Book Company, Inc.
NBC Marketing Services Division
P.O. Box 80529
Lincoln, NE 68501-0529

If to Store, to the address indicated below:

4.9 This Agreement together with any Finance Agreement and software license, contains the entire agreement between the parties relating to the subject matter hereof. This Agreement shall be binding upon the parties hereto and their respective heirs, successors and assigns. This Agreement shall be construed in accordance with and governed by the laws of the State of Nebraska. This Agreement may not be amended or modified except by a writing signed by each of the parties hereto.

NBC MARKETING SERVICES ("NBC")

Dated: _____ By: _____
Its: _____

_____ ("Store")

Dated: _____ By: _____
Its: _____

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STUDENT SERVICES

SEPTEMBER 14, 2004

TOPIC: AGREEMENT (AMENDED), MLS TECHNOLOGIES

TO THE SUPERINTENDENT/PRESIDENT:

The recruitment and hiring of two positions (Senior Systems Analyst and Senior Programmer) to support the implementation and operational needs of MIS and AccessVVC (Datatel Colleague) has been delayed longer than expected. It was anticipated that the consultant from MLS Technologies would work through October 2004 and the original agreement reflected a dollar amount consistent with this end point. It is anticipated that the consultant will be needed through December 2004. It is necessary to amend the dollar amount of the agreement to reflect this extension of work.

Fiscal Impact: Budgeted item, \$25,500 increase will be covered through budget transfers from the two vacant classified positions.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the amended agreement with MLS Technologies, Inc., an independent contractor, for a maximum of \$70,125.

REFERENCE FOR AGENDA: YES

Signed: Willard Fulton
Vice President, Student Services

TRANSMITTED TO THE BOARD WITH A FAVORABLE RECOMMENDATION:

Signed: Spencer
Superintendent/President

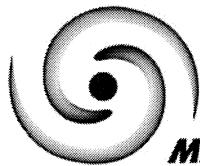
ACTION TAKEN BY THE BOARD:

MOTION _____

SECOND _____

Ayes ____ Noes ____

INFORMATION ONLY _____



MLS Technologies, Inc.

TECHNICAL SERVICE ORDER

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

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

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

CONSULTANT NAME: Anton P. Morrisette **CONTRACT #:** 1216 Extension

SERVICES DESCRIPTION: General Programmer (Colleague with Envision)

START DATE: Thursday, July 01, 2004

ESTIMATED DURATION: 6 months (Total amount not to exceed \$70,125.00 or June 30, 2005)

STANDARD BILL RATE: \$75.00 per hour **OVERTIME BILL RATE*** (IF APPLICABLE): \$NA

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

PAYMENT TERMS: Due Upon Receipt

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

MLS Technologies, Inc.:

Victor Valley Community College:

By: _____
Stephen Fazen
President

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

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

STUDENT SERVICES

SEPTEMBER 14, 2004

TOPIC: AGREEMENT (AMENDED), STRATA INFORMATION GROUP

TO THE SUPERINTENDENT/PRESIDENT:

At the regular meeting of the Board on July 13, 2004, the agreement with Strata Information Group (SIG) was amended (see attached) to include the day-to-day management of the MIS department. The original dollar amount of the agreement (\$75,600) was not adjusted at that time to reflect this addition to the statement of work and the increased amount of time involved by SIG. Additionally, delays in the recruitment and hiring of technical, classified staff positions (Senior Systems Analyst and Senior Programmer) have necessitated extended involvement of the consultants.

Fiscal Impact: Budgeted item. \$93,623 increase will be covered through savings from the reduced information systems agreement with San Bernardino County Superintendent of Schools, unspent dollars from vacant classified positions, and unspent dollars from the vacant Director of Information Technology position.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the amended agreement with Strata Information Group, an independent consulting firm, for a maximum of \$168,863.

REFERENCE FOR AGENDA: YES

Signed: Willard R. Eldred
Vice President, Student Services

TRANSMITTED TO THE BOARD WITH A FAVORABLE RECOMMENDATION:

Signed: [Signature]
Superintendent/President

ACTION TAKEN BY THE BOARD:

MOTION _____

SECOND _____

Ayes ____ Noes ____

INFORMATION ONLY _____



Strata Information Group

Amended Professional Services Agreement

Victor Valley College
And
Strata Information Group

Amendment No. 1

The original agreement made on June 10, 2004 between the Victor Valley College and Strata Information Group is here by Amended to be effective on September 14, 2004. The following changes are made to the original agreement:

2. Compensation

2.1. The District will pay \$135 per hour for Datatel/Colleague functional specialists as needed by the District on a mutually agreed to schedule.

2.2. SIG estimates the cost of labor to complete the identified activities in Attachment A at \$149,647.50. In addition to labor, SIG will bill for reasonable, documented travel expenses. SIG estimates the cost of travel expenses associated with the activities in Attachment A to be \$19,215.50. SIG will invoice monthly for labor and travel expenses.

2.3 The total not to exceed amount of this agreement is \$168,863. No increase in amount or scope of services is authorized without formal amendment to this Agreement.

THERE ARE NO OTHER CHANGES

Strata Information Group
3935 Harney Street, Suite 203
San Diego, CA 92110
Tel (619) 296-0171

Victor Valley College
18422 Bear Valley Road,
Victorville, CA 92392-9699
Tel (760) 252-2411

By: _____
Henry A. Eimstad

Willard C. Lewallen

Date: _____

Title: _____
Partner

VP Student Services

STUDENT SERVICES

SEPTEMBER 14, 2004

TOPIC: AGREEMENT, MIKE BROWN GRANDSTANDS, INC.

TO THE SUPERINTENDENT/PRESIDENT:

The district desires to enter into an agreement with Mike Brown Grandstands, Inc. to provide seating for 2004 home football games.

Fiscal Impact: Budgeted item, \$9,250 from athletics budget.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the agreement with Mike Brown Grandstands, Inc.

REFERENCE FOR AGENDA: YES

Signed: Willard L. Brown
Vice President, Student Services

TRANSMITTED TO THE BOARD WITH A FAVORABLE RECOMMENDATION:

Signed: [Signature]
Superintendent/President

ACTION TAKEN BY THE BOARD:

MOTION _____

SECOND _____

Ayes ____ Noes ____

INFORMATION ONLY _____

Mike Brown Grandstands, Inc.

BRAND Special Events, Inc.

2300 Pomona Blvd. ~ Pomona, CA 91768

Phone: (800)266-2659

Fax: (909)593-1745

PAGE 1
OF 1

Contract #: 5809TS



BILL TO: VICTOR VALLEY COLLEGE
John Payne / Pat
18422 Bear Valley Road
Victorville, CA 92392-5849

SITE LOCATION: 18422 Bear Valley Road
Victorville, CA 92392-5849

OFFICE PH: 760/245-4271 FAX: 760/843-7728		CLIENT PO#: verbal CLIENT SITE REP: John Payne / Pa	
DESCRIPTION OF SERVICE			
QUANTITY	ITEM	PRICE	
1	Temporary Rental of the Following:		
1	108' long x 11 row elevated grandstand. Seating for 752 people	6,750.00	
1	6' wide x 24' long x approximately 14' high with climbing ladder and safety railing secured to grandstand.	1,000.00	
1	ADA platform with ramp 10' x 24' x 36" high	1,500.00	
Installation: September 3, 2004 Removal: T.B.A. (after football season)			
Permits are not included and, if required, are the responsibility of the customer.			
A signed contract and purchase order is required otherwise a delivery will NOT be scheduled.			
Terms: Net 10			
ATTENTION!!! New Remit Address: Brand Services, Inc. P.O. Box 91473 Chicago, IL 60693			

All liability including, but not limited to, the use and operations of the above rental equipment is the sole responsibility of Lessee. Lessor is responsible only for the structural integrity of the installation. Lessee agrees to defend and hold harmless Lessor in any and all claims, except in the event of structural failure, in connection with the above rental equipment. Minors shall not be allowed on rental equipment unsupervised.

CONTRACT PRICE	9,250.00
TOTAL	9,250.00
DEPOSIT	0.00
BALANCE NET 10	9,250.00

This proposal shall represent the full and complete Agreement between the parties when signed by the Lessee and returned to us. Notwithstanding the foregoing, this Agreement is subject to availability of the material and equipment described herein as of the date the fully executed Agreement is received by us.

This Agreement is subject to the terms and conditions set forth on the back page hereof, which terms and conditions are made part of this Agreement.

Lessee VICTOR VALLEY COLLEGE

Lessor Mike Brown Grandstands, Inc.
TONY SANTAVICCA

By _____

Date SEP 1 04

ADMINISTRATIVE SERVICES

SEPTEMBER 14, 2004

TOPIC: PUBLIC HEARING AND ADOPTION OF THE 2004-2005 BUDGET

TO THE SUPERINTENDENT/PRESIDENT:

Pursuant to section 58196 of the California Code of Regulations, the Board of Trustees must adopt a budget for the operation of the college.

Fiscal Impact: formally establishes budget

RECOMMENDATION:

It is recommended the Board of Trustees:

- Open the public hearing
- Close the public hearing
- Adopt the 2004-05 budget as presented.

REFERENCE FOR AGENDA: YES

Signed: *Louis E. Yellers*
 Interim Vice President, Administrative Services

TRANSMITTED TO THE BOARD WITH A FAVORABLE RECOMMENDATION:

Signed: *Ryan*
 Superintendent/President

ACTION TAKEN BY THE BOARD:

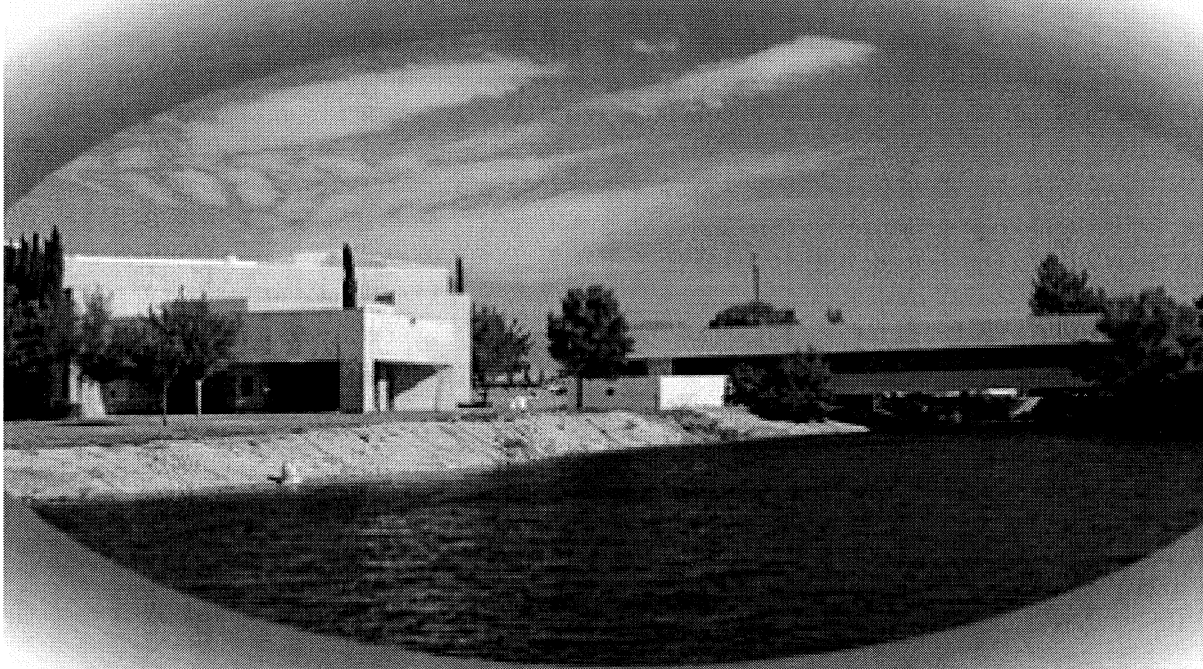
MOTION _____

SECOND _____

Ayes ____ Noes ____

INFORMATION ONLY _____

September 14, 2004



*VICTOR VALLEY
COLLEGE
Final Budget
2004-2005*

2004-2005 General Fund - Unrestricted and Restricted

	Unrestricted	Restricted	Combined
Beginning Fund Balance	1,835,402	592,665	2,428,067
ESTIMATED REVENUES:			
8100 - Federal Revenues			
ASE Certified Mechanic		13,000	13,000
College Work Study		275,812	275,812
Federal Revenues		23,000	23,000
Pell Grant		18,500	18,500
SEOG		11,903	11,903
TANF		95,018	95,018
Teacher & Reading Dev Partners		0	0
Title IV Project		227,407	227,407
TRIO/SSS		32,775	32,775
Veterans		2,800	2,800
VTEA/Tech Prep		453,935	453,935
Total Federal Revenues	0	1,154,150	1,154,150
8600 - State General Apportionment			
Basic Skills	139,593		139,593
Board Financial Assistance	21,706		21,706
Partnership for Excellence	1,221,969		1,221,969
Part-time Faculty Parity	398,461		398,461
State General Apportionment	18,324,550		18,324,550
Total State General Apportionment	20,106,279	0	20,106,279
8600 - Categorical/One-Time Revenues			
Articulation		0	0
Block Grants		0	0
CalWORKS		405,365	405,365
CARE		139,983	139,983
Child Dev-Desert Reg. Consortium			0
Child Development Apportionment		156,089	156,089
DSPS		581,486	581,486
EOPS		711,811	711,811
Family Child Care Certification			0
Financial Aid Assistance (BFAP)		413,812	413,812
Foster Kinship Care			0
Independent Living			0
Instructional Equipment		212,181	212,181
Job Fair			0
Lottery		1,061,611	1,061,611
Matriculation, Credit		299,884	299,884
Matriculation, Non-credit		14,506	14,506
Nursing Program		49,882	49,882
Parking		634,956	634,956
RCC-Regional Project			0
RCC-Water			0
Staff Diversity		13,158	13,158
TTIP (Telecommunications)		36,364	36,364
Vocational Education			0
WIA-Auto			0
WIA-Welding			0
Total Categorical/One-time Revenues	0	4,731,088	4,731,088
8800 - Local Revenues			
Community Ag Prog		16,243	16,243
Community Service		27,000	27,000
Contract Eduation		80,450	80,450
Dr. Reddy Grant		130,401	130,401
Enrollment Fees	1,664,339		1,664,339
Facility Rentals	46,200		46,200
Foundation Salaries		110,733	110,733
Interest	60,000		60,000
Local Property Taxes	13,927,069		13,927,069
Misc. Income	69,784	67,552	137,336
Non-Resident Tuition	130,000		130,000
Revenue Enhancements	315,000		315,000
Transcripts	20,000		20,000
Verizon Grant		0	0
Total Local Revenues	16,232,392	432,379	16,664,771
TOTAL ESTIMATED REVENUES	36,338,671	6,317,617	42,656,288

ESTIMATED EXPENDITURES:**Academic**

Teachers Salaries	8,001,774	107,680	8,109,454
Teachers Salaries Regular, No STRS	216,910		216,910
Teachers Salaries-Summer	1,000,381		1,000,381
Department Chairs	205,100		205,100
Overload	102,500		102,500
Faculty Hiring Committee	4,000		4,000
Out-of-Class/Temp Academic	58,250		58,250
Academic - Stipends	39,600		39,600
Academic - Counselors	413,161	612,248	1,025,409
Counselors (Summer)	65,560	6,400	71,960
Librarians	184,231		184,231
Librarians (Summer)	34,000		34,000
Faculty, Release	98,160		98,160
Faculty, Part-time	3,792,396	171,859	3,964,255
Adjunct Summer Salary	184,200	0	184,200
Academic-Head Coaches	65,000		65,000
Professional Experts	0		0
Personal Services	0	12,200	12,200
Counselors, Part-time	29,700	34,400	64,100
Academic, Part-time	0	46,105	46,105
Librarians, Part-time	46,500		46,500
Academic Salaries	14,541,423	990,892	15,532,315

Administration

Admin Salary - Supt/VP	533,844		533,844
Admin Salary - Deans	398,190		398,190
Admin Salary - Others	435,200	73,169	508,369
Admin Salary	1,367,234	73,169	1,440,403
TOTAL ACADEMIC SALARIES	15,908,657	1,064,061	16,972,718

Classified

Assistant Coaches	69,500		69,500
Overtime	70,000	23,421	93,421
Part-time temp, Instructional	0	33,031	33,031
Part-time temp, Non-instructional	0	0	0
Classified Salaries - Subs/NI	0		0
Professional Experts	0	0	0
Regular, Instructional	1,134,701	96,399	1,231,100
Regular, Non-instructional	4,722,931	1,093,672	5,816,603
Classified Salaries	5,997,132	1,246,523	7,243,655

Other Classified

ClassifiedNI/NR-Students	50,986	43,500	94,486
Management	1,393,325	188,088	1,581,413
Stipends	3,000	0	3,000
Students	225,102	252,062	477,164
VVC Board	14,400	0	14,400
Other Classified Salaries	1,686,813	483,650	2,170,463

TOTAL CLASSIFIED SALARIES

7,683,945 1,730,173 9,414,118

TOTAL SALARIES

23,592,602 2,794,234 26,386,836

Benefits

TOTAL BENEFITS	6,278,682	759,369	7,038,051
TOTAL SALARIES AND BENEFITS	29,871,284	3,553,603	33,424,887

4000s - Supplies	651,499	242,488	893,987
5000s - Contracts (travel, utilities, legal, etc.)	3,299,872	1,229,046	4,528,918
6000s - Equipment/Software	1,708,826	760,365	2,469,191

Transfers: Fund 71			
Reserve: Restricted Contingency		283,183	283,183
Reserve: Vacation Liability	77,223		77,223
to balance per Jim 5/8/03	-37,233	-68,348	-105,581
7000s - Reserves, Grants, Transfers	807,190	532,115	1,339,305
	6,467,387	2,764,014	9,231,401

TOTAL EST EXPENDITURES

36,338,671 6,317,617 42,656,288

Estimated Ending 2004-05 Fund Balance 1,835,402 592,665 2,428,067

Unrestricted Fund Balance to Unrestricted Expenditures 5.38%

2004-2005 DEBT SERVICE FUND

BEGINNING FUND BALANCE 36,918,785

Revenues:

Reimbursement fro CISCO	90,000	
Interest Revenue -County	10,000	
Interest Income - CIF	8,000	
Interest Income - GIC	2,400,000	
Interest Income - LP	<u>5,000</u>	
TOTAL REVENUES		2,513,000

Expenditures:

Debt Service - Interest & Principle	780,000	
Debt Service - Other Payments	1,254,000	
Interfund Transfers - Citizen Bank Voice Over IP	<u>562,266</u>	
TOTAL EXPENDITURES		<u>2,596,266</u>
Net Balance (Revenues - Expenditures)		<u>-83,266</u>

Estimated Ending Fund Balance 36,835,519

Principal Amount of COP Outstanding 53,450,000

Unfunded Liability 16,614,481

2004-2005 CAPITAL OUTLAY PROJECTS FUND

BEGINNING FUND BALANCE			571,593
Revenues:			
Sch Maint. - Auxilary/Bookstore Fund Match	98,000		
Capital Outlay Match (100%)	<u>8,539,901</u>		
TOTAL REVENUES AVAILABLE		8,637,901	
Expenditures:			
Capital Outlay Projects			
Advanced Technology Building - Construction costs	7,284,000		
Advanced Technology Building- Working Drawings	209,000		
Liberal Art Abatement	493,801		
Aux. Gym - Working Drawings	97,000		
Auto Restrooms Abatement	165,100		
Speech & Drama Remodel - Working Drawings	<u>291,000</u>	8,539,901	
Scheduled Maintenance Projects			
Heating and Air Conditioning (C/O from 2003-04)	<u>98,000</u>	98,000	
Local projects			
IT Dept infrastructure improvements	15,000		
One Stop Center Remodel	25,000		
Humanities Center Landscaping	10,000		
ADA Compliance	25,000		
Campus Signage	<u>25,000</u>	100,000	
TOTAL EXPENDITURES		<u>8,737,901</u>	
Net Balance (Revenues - Expenditures)			<u>-100,000</u>
ESTIMATED ENDING FUND BALANCE			471,593

2004-2005 CHILD DEVELOPMENT CENTER FUND

BEGINNING FUND BALANCE -50,090

Revenues:

FCTR-2103 Federal Block Grant	157,901
Federal Food Program	50,000
GCTR-2330 General Child Care	460,687
GPPE-2293 State Preschool	213,000
Cal WORKS Child Care	0
Interest Income	500
CDC Fees	20,000
Miscellaneous Income	0
ESTIMATED REVENUES	<u>902,088</u>

902,088

Expenditures:

Teachers Salaries	361,501
Administrative Salaries	27,000
Teachers Salary - Hourly	40,000
Classified Salaries	108,349
Classified Salaries - Short-term	3,300
Classified Salaries - Students	47,940
Benefits	238,167
Supplies	6,800
Food	38,300
Travel/Conference	2,000
Dues & Memberships	200
License Fees	1,200
Other Expenses	27,131
Reserve	200
Resolution of Negative Ending Fund Balance	-50,090
Reduction Needed to Establish 5% Reserve	0
TOTAL EXPENDITURES	<u>851,998</u>

851,998

Estimated Ending Fund Balance

0

2004-2005 STUDENT BODY CENTER FEE FUND

BEGINNING FUND BALANCE			8,170
Estimated Revenues:			
Interest Income	1,000		
Student Center Fees	<u>100,000</u>		
TOTAL REVENUES		101,000	
Estimated Expenditures:			
Other Outgoing Transfers	<u>100,000</u>		
TOTAL ESTIMATED EXPENDITURES		<u>100,000</u>	
Net Balance (Revenues - Expenditures)			<u>1,000</u>
Estimated Ending Fund Balance			9,170

2004-2005 STUDENT FINANCIAL AID TRUST FUND

BEGINNING FUND BALANCE			0
REVENUES:			
8100 Federal Revenues			
Pell	8,176,000		
SEOG	362,800		
Direct Student Loan	<u>351,092</u>	8,889,892	
8600 State Revenues			
Cal Grant		617,236	
8900 Other Sources			
District Match			
TOTAL REVENUE		<u>9,507,128</u>	
EXPENDITURES:			
1000 Academic Salaries			
2000 Classified & Other Nonacademic Salaries			
3000 Employee Benefits			
4000 Supplies & Materials			
5000 Other Operating Expenses and Services			
6000 Capital Outlay			
7000 Other Outgo			
TOTAL EXPENDITURES:		<u>9,507,128</u>	
ESTIMATED ENDING FUND BALANCE			0

2004-2005 HEALTH TRUST FUND

BEGINNING FUND BALANCE			22,494
Revenues:			
Interest Income	100		
Investment from General Fund	<u>13,000</u>		
TOTAL REVENUES		13,100	
Expenditures:			
Transfer to General fund	<u>13,000</u>		
TOTAL EXPENDITURES		<u>13,000</u>	
Net Balance (Revenues - Expenditures)			<u>100</u>
Estimated Ending Fund Balance			22,594

2004-2005 SELF-INSURANCE FUND

BEGINNING FUND BALANCE		43,954
Revenues:		
Interest Income	1,800	
Incoming Transfers	<u>19,000</u>	
TOTAL REVENUES		20,800
Expenditures:		
Supplies	120	
Contracted Services	<u>35,000</u>	
TOTAL EXPENDITURES		<u>35,120</u>
Net Balance (Revenues - Expenditures)		<u>-14,320</u>
Estimated Ending Fund Balance		29,634

2004-2005 ASSOCIATED STUDENT BODY TRUST FUND

BEGINNING FUND BALANCE 7-1-04			69,652
Revenues:			
ASB Card Sales	150,000		
Theatre Arts Thickets	15,000		
Athletic Tickets	3,000		
Interes Income	750		
Micellaneous	0		
Student Rep Fees	12,000		
Total Revenues		180,750	
Expenditures:			
Athletic Expense	35,000		
Bank service charges	1,000		
Contributions	5,000		
Contributions - Rambassadors	2,500		
Advertising Expense	7,500		
Promotional Expense	8,850		
Activities Fund	32,500		
Field Trips	5,000		
Dues & Conference	27,000		
Clubs - ICC	8,000		
Supplies Expense	6,000		
Scholarships	5,000		
Theatre Arts Expense	19,000		
Campus Improvement	0		
Misc Expense	0		
Student Rep Fee	12,000		
TOTAL EXPENDITURES		180,750	
Net Balance (Revenues - Expenditures)			<u>0</u>
Estimated Ending Fund Balance			69,652

2004-2005 AUXILIARY SERVICES FUND

Beginning Fund Balance		264,363
Local Revenues:		
8600 Pepsi Commission	25,000	
Pepsi Exclusivity	30,000	
Vending	9,000	
Taco Bell	9,000	
Hunger Zone	16,000	
SAC Rental	7,500	
PAC Rental	32,000	
Bookstore Transfer	75,000	
Student Center Fee	110,000	
Aux locker/sanitary/custodial	1,500	
Citizen ATM	2,000	
Interest Income	3,000	
Aux Misc Income	10,000	
Farmers Market	10,000	
Auto Fair	12,000	
TOTAL LOCAL REVENUES	<u>373,000</u>	373,000
Expenditures:		
2000 Salaries	310,000	
3000 Benefits	80,000	
4000 Other		
Cash over/short	500	
Bank service charges	2,000	
Food & Related Items	5,250	
Ram Page	500	
Promotional expenses	6,000	
Rentals	1,000	
Equipment/Furniture	7,500	
Computer Equipment	5,000	
Telephone	250	
Scholarships	1,000	
Memberships	1,000	
Contract/Repairs	2,000	
Travel/Conference	2,000	
Aux contributions/Board	1,000	
Misc Expense	5,000	
SAC/PAC Maintenance Fund	15,000	
District	25,000	
TOTAL EXPENDITURES	<u>470,000</u>	470,000
Net Balance (Revenues - Expenditures)		<u>-97,000</u>
Estimated Ending Fund Balance 6-30-05 (Reserve)		167,363

2004-2005 RAMS BOOKSTORE FUND

BEGINNING FUND BALANCE 7-1-04

609,792

Revenues:

8600 New Text	1,825,000	
Used Text	375,000	
Custom Publish	32,000	
Trade Books	37,000	
Clothing	68,000	
Bundles	18,000	
Supplies	116,000	
Electronics	33,000	
Gifts	15,000	
Sundries	46,000	
Graduation	28,000	
Other Income	20,000	
Interest Income	4,000	
Shipping/handling	3,000	
	<hr/>	
TOTAL REVENUES		2,620,000
Cost of Goods Sold		<u>-2,023,000</u>
Gross Margin from Local Revenues		<u>597,000</u>

Expenditures:

2000 Salaries		
Contract Salaries	294,000	
Short-term Salaries	57,500	
	<hr/>	
Total Salaries		351,500
3000 Benefits		<u>92,500</u>
Total Salaries & Benefits		444,000
4000 Other		
Penalty	100	
Postage	1,000	
Credit Not Received Loss	5,000	
Over/short	750	
Bad Checks	500	
Bad debt expense	1,000	
Bank Service Charge	3,100	
Contract-Repair/Services	500	
Credit Card Fees	25,000	
Donation	500	
Memberships/Training/conferences	6,500	
Miscellaneous	4,000	
Office Supplies/Paper	12,000	
Promotions	3,000	
Aux Contribution/SAC	75,000	
Scholarships	500	
Contract Services	9,000	
Computer Maint.	4,000	
Advertising expense	1,000	
Telephone	550	
	<hr/>	
Total Other Expenses		153,000
TOTAL EXPENDITURES		<u>597,000</u>
Net Balance (Revenues - Expenditures)		<u>0</u>

Estimated Ending Fund Balance 6-30-05

609,792

2003-2004 EMERGENCY LOAN FUND

BEGINNING FUND BALANCE	21,198
Revenues:	
8100 Federal Revenues	0
8600 State Revenues	0
8800 Local Revenues	0
8900 Other Sources	0
District Match	0
TOTAL REVENUES	<u>0</u>
Expenditures:	
5000 Other Operating Expenses and Services	0
6000 Capital Outlay	0
7000 Other Outgo	0
TOTAL EXPENDITURES	<u>0</u>
Estimated Ending Fund Balance	21,198

ADMINISTRATIVE SERVICES

SEPTEMBER 14, 2004

TOPIC: AGREEMENT – MICROSOFT

TO THE SUPERINTENDENT/PRESIDENT:

The Foundation for California Community Colleges (FCCC) sponsors a Microsoft Campus Agreement consortium in which 104 California community colleges participate. The district desires to renew and participate in annual software agreements with Microsoft through the FCCC for software licensing, upgrades and maintenance for district-wide computer systems and programs.

Fiscal impact: Fund 01 budgeted item, not to exceed \$23,928

RECOMMENDATION:

It is recommended the Board of Trustees ratify renewal and participation in the software maintenance agreements with Microsoft through the Foundation for California Community Colleges.

REFERENCE FOR AGENDA: YES

Signed: Louis E. Zellers
Interim Vice President, Administrative Services

TRANSMITTED TO THE BOARD WITH A FAVORABLE RECOMMENDATION:

Signed: [Signature]
Superintendent/President

ACTION TAKEN BY THE BOARD:

MOTION _____

SECOND _____

INFORMATION ONLY _____



**ATTACHMENT A
PARTICIPATION AGREEMENT**

Participating University Name and Information:	Victor Valley College
Street Address	18422 Bear Valley Rd
City, State, Zip	Victorville, CA 92392-5849
Contact Name	Arlene Waldeck
Telephone	
Fax	
Microsoft Campus Agreement Number (to be completed by Microsoft)	01C30069
Campus Agreement Customer Name	Foundation for California Community Colleges - FCCC

Faculty and Staff:

The total number of faculty and staff in the participating university indicated above is: (staff members categorized as maintenance, groundskeepers, cafeteria, and mailroom may be excluded)

a) Full Time Faculty	
b) Full Time Staff	
c) Part Time Faculty Full Time Equivalent ("FTE")	
d) Part Time Staff FTE	
e) Total Full Time and Part Time Faculty and Staff FTE's (this is the number of Faculty/Staff FTE's used to determine your price level) NOTE: FTE's must be rounded to nearest whole number.	e = a + b + c + d 480

Students:

The total number of matriculated/degree-seeking students in the participating university indicated above, based on Fall enrollment, is:

a) Full Time Students	
b) Part Time Students (expressed as FTEs)	
c) Total Full Time and Part Time matriculated student FTE's (this is the number of Student FTE's used to determine your price level) NOTE: FTE's must be rounded to nearest whole number.	c = a + b NA

The undersigned participating university acknowledges that Microsoft Licensing, GP ("we" or "us", as the case may be) and **Foundation for California Community Colleges – FCCC** have entered into a Campus Agreement dated as of September 1, 2004 (as amended, modified and supplemented to the date hereof, the "Campus Agreement") under which the participating university desires to sublicense software. All terms used but not defined herein will have the meanings assigned in the Campus Agreement.

Acknowledgment and Agreement. The participating university hereby acknowledges that it has received and reviewed a copy of the Campus Agreement, which incorporates the license rights and product use rights applicable to the software acquired under the Campus Agreement, which are located

at <http://www.microsoft.com/education/license/terms.asp>, it has read and understood the terms and conditions of the foregoing documents as they relate to its obligations; and it agrees to be bound by such terms and conditions, as well as to the provisions set forth below:

1. **License.** Participating university may run the software on PCs used exclusively by its faculty and staff and on PCs that remain in its open access lab(s). If participating university chose the student option above, then those students in the participating university have the right to run the software on the PCs that they own or lease. The rights granted hereunder are temporary and expire upon the expiration or termination of the Campus Agreement.

2. **Verifying Compliance.** Participating university must keep records relating to the software that it and any department participating under this agreement run. We have the right to verify compliance at our expense, during the Campus Agreement and for a period of one year thereafter. To do so, we will engage an independent accountant from a nationally recognized public accounting firm, which will be subject to a confidentiality obligation. Verification will take place upon not fewer than 30 days notice, during normal business hours and in a manner that does not to interfere unreasonably with participating university's operations. As an alternative, we may require participating university to accurately complete our self-audit questionnaire relating to the software that participating university and any department participating under a license agreement use. If verification or self-audit reveals unlicensed use of the software, participating university must promptly order sufficient licenses to permit all software usage disclosed. If material unlicensed use is found (license shortage of 5% or more), participating university must reimburse us for the costs we have incurred in verification and acquire the necessary additional licenses as single retail licenses within 30 days. If we undertake such verification and do not find material unlicensed use of the software, we will not undertake another verification for at least one year. We and our auditors will use the information obtained in compliance verification only to enforce our rights and to determine whether participating university is in compliance with the terms of the agreement. By invoking the rights and procedures described above, we do not waive our rights to enforce this agreement or to protect our intellectual property by any other means permitted by law. Additionally, participating university must use reasonable efforts to make its users aware of the terms and conditions upon which they are allowed to run the software. Accordingly, participating university must:

- a. Notify all users in advance of running the software that:
 - (i) their use of the software is subject to the terms of the Campus Agreement, including but not limited to limitations on liability, disclaimer of warranties and exclusion of remedies;
 - (ii) they are allowed to run the software only during the licensed period; and
 - (iii) if your agreement is terminated, or **Foundation for California Community Colleges – FCCC** does not submit a subscription enrollment prior to the expiration of the licensed period or purchase perpetual licenses for the software, then all software run under the Campus Agreement must be deleted when the licensed period expires or is otherwise earlier terminated, whichever is first; and,
- b. Periodically publish in an institution-wide publication or web site, applicable either the then current license rights or a reference to the location (either physical or on a computer network) where they can be reviewed; and,
- c. Notify us immediately if you are aware of any actual or potential violation of your agreement; and,
- d. Provide all reasonable assistance and cooperation as requested by us to investigate and remedy any unauthorized use of the software by your users.

If you comply with this section, you will not be responsible for your student users' failure to comply with the terms of your agreement.

3. **Disabling Mechanisms and No Support Services.** We reserve the right to include in the software any proactive technical disabling mechanisms that would enable us, with a timed device, to disable the software (e.g. the software is no longer operable once your agreement has expired or is terminated). As a result, please be advised that participating university and its users would likely suffer data loss or other

system errors or malfunctions if they continue to run the software after the termination or expiration of your agreement. Additionally, neither participating university nor its users will be entitled to free telephone support for the software, except as we specify in writing in connection with Software Assurance Membership or other Software Assurance offerings.

4. Limited Warranty and Disclaimers. Participating university is provided with a software warranty, the terms of which are in the license rights. EXCEPT FOR THE LIMITED WARRANTY PROVIDED IN THE PRECEDING SENTENCE, TO THE EXTENT PERMITTED BY APPLICABLE LAW, WE DISCLAIM AND EXCLUDE ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO WARRANTIES OR CONDITIONS OF TITLE, NON-INFRINGEMENT, SATISFACTORY QUALITY, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SOFTWARE, SERVICE DELIVERABLES, RELATED MATERIALS AND SERVICES. THERE MAY BE SITUATIONS IN WHICH PARTICIPATING UNIVERSITY HAS A RIGHT TO CLAIM DAMAGES OR PAYMENT FROM US. EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THIS PARAGRAPH, WHATEVER THE LEGAL BASIS FOR PARTICIPATING UNIVERSITY'S CLAIM, OUR LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, TO DIRECT DAMAGES UP TO THE AMOUNT PARTICIPATING UNIVERSITY HAS PAID FOR THE SOFTWARE OR SERVICES GIVING RISE TO THE CLAIMS. IN THE CASE OF FREE SOFTWARE, SERVICES PROVIDED TO PARTICIPATING UNIVERSITY FREE OF CHARGE, OR CODE PARTICIPATING UNIVERSITY IS AUTHORIZED TO REDISTRIBUTE TO THIRD PARTIES WITHOUT SEPARATE PAYMENT TO MICROSOFT, OUR TOTAL LIABILITY TO PARTICIPATING UNIVERSITY WILL NOT EXCEED US\$5000, OR ITS EQUIVALENT IN LOCAL CURRENCY. THE LIMITATIONS CONTAINED IN THIS PARAGRAPH WILL NOT APPLY WITH RESPECT TO THE FOLLOWING IN CONNECTION WITH THE PERFORMANCE OF PARTICIPATING UNIVERSITY'S AGREEMENT:

- (i) OUR OBLIGATIONS UNDER THE LICENSE RIGHTS SECTION (10) (DEFENSE OF INFRINGEMENT AND MISAPPROPRIATION CLAIMS) TO DEFEND THIRD PARTY CLAIMS OF PATENT, COPYRIGHT OR TRADEMARK INFRINGEMENT OR TRADE SECRET MISAPPROPRIATION, AND TO PAY DAMAGES RESULTING FROM ANY FINAL ADJUDICATION (OR SETTLEMENT TO WHICH WE CONSENT) OF SUCH CLAIMS;
- (ii) OUR LIABILITY FOR DAMAGES FOR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, TO THE EXTENT CAUSED BY US OR OUR AGENT AND AWARDED BY A COURT OF FINAL ADJUDICATION; AND
- (iii) OUR OBLIGATIONS UNDER THE LICENSE RIGHTS SECTION (9) (CONFIDENTIALITY)

5. Survival. Section 2 ("Verifying Compliance"), Section 3 ("Disabling Mechanisms and No Support Services"), and Section 4 ("Limited Warranty and Disclaimers") shall survive termination or expiration of this participation agreement.

The undersigned's violation of the above-referenced terms and conditions shall be deemed to be a breach of this participation agreement and shall be grounds for immediate termination of all rights granted hereunder.

Participating University Name: Victor Valley College
By _____ (signature)
Name, Title
Date

SQL & Server License Option Sheet

Foundation for California Community Colleges – Microsoft Campus Agreement

College District and Name: _____

Participation Agreement Contact: _____

Email for Updates and Microsoft Information: _____

Media Fulfillment Contact: _____

Media Mailing Address: _____

Phone Number: _____

Email for Updates and Microsoft Information: _____

(A) Microsoft Renewal Price: \$49.85 x FTE

(College FTE is on the first page of your Participation Agreement)

$$\$49.85 \times \frac{480}{\text{FTE}} = \$ 23,928$$

(B) OPTIONAL: Please check box to add SQL CALs at \$5 per FTE.

(College FTE is on the first page of your Participation Agreement)

$$\$5.00 \times \frac{\quad}{\text{FTE}} = \$ \quad$$

(C) OPTIONAL: Please check box to add SERVER License Option:

Server License Total: \$ _____
(See Server License Pricing Sheet)

C) Purchase Order Total Amount:

$$\begin{aligned} & \text{A (Renewal Price) } \$ 23,928 + \text{B (SQL CALs) } \$ \quad + \text{C (Server License) } \quad \\ & = \$ 23,928 \quad \text{Total Amount for} \\ & \quad \quad \quad \text{Purchase Order} \end{aligned}$$

Please **FAX** all paper work to ComputerLand of Silicon Valley to the number below no later than **8/31/04**. Generate a hard copy Purchase Order made payable to:

ComputerLand of Silicon Valley
478 W. San Carlos St
San Jose, CA 95110
Federal Tax ID # 77-0269631
Attn: Jeff Koh
Toll Free Number: 800-639-1319
Fax: (408-519-3260)

Microsoft Campus Agreement Server License (Subscription based*) vs Select 6 (Perpetual license based**) pricing comparison chart/option sheet:
Name of School:

*Note 1: Subscription based server license would need to be renewed on an yearly basis along with the campus agreement for each institution. Institutions that purchase five or more server licenses would be able to gain access to TechNet Online Concierge Chat and potentially Technet Plus subscription via download. Institutions that wish to purchase the server licenses under the FCCC Campus agreement must include the total amount along with the campus agreement renewal dollar amount on the PO submitted for the upcoming renewal.

**Note 2: Perpetual license can be purchased on a one time basis and is good for the version purchased only for as long as you wish. Each institution can purchase these licenses on an ad-hoc basis with ComputerLand of Silicon Valley as many of you have done in the past.

Server License Products and Pricing	FCCC Campus Agreement Price	QTY	TOTAL amount	FCCC Select 6 Price
Exchange Server Enterprise Edition	\$ 555.00			\$ 1,068.00
Exchange Server Standard Edition	\$ 154.00			\$ 295.00
Exchange Server External Connector	\$ 9,011.00			\$ 17,343.00
SharePoint Portal Server External Connector	\$ 5,407.00			\$ 10,405.00
SharePoint Portal Server	\$ 879.00			\$ 1,376.00
SQL Server Enterprise Edition (1 Processor Lic)	\$ 4,036.00			\$ 7,767.00
SQL Server Enterprise Edition	\$ 1,347.00			\$ 2,592.00
SQL Server Standard Edition (1 Processor Lic)	\$ 1,009.00			\$ 1,942.00
SQL Server Standard Edition	\$ 141.00			\$ 270.00
Identity Integration Server Ent (1 Processor Lic)	\$ 4,809.00			\$ 8,671.00
Systems Management Server	\$ 89.00			\$ 150.00
Systems Management Server w/SQL 2000 Tech	\$ 245.00			\$ 453.00
Windows Server Enterprise Edition	\$ 204.00			\$ 353.00
Windows Server Standard Edition	\$ 53.00			\$ 88.00
Windows Server External Connector	\$ 337.00			\$ 649.00
Terminal Server External Connector	\$ 1,443.00			\$ 2,775.00
Host Integration Server (1 Processor Lic)	\$ 526.00			\$ 1,010.00
ISA Server Standard Edition (1 Processor Lic)	\$ 285.00			\$ 548.00
ISA Server Enterprise Edition (1 Processor Lic)	\$ 1,253.00			\$ 2,411.00
BizTalk@ Server Enterprise (1 Processor Lic)	\$ 5,255.00			\$ 8,670.00
BizTalk@ Server Standard Edition (1 Processor Lic)	\$ 1,051.00			\$ 2,428.00
Content Management Server Ent (1 Processor Lic)	\$ 4,550.00			\$ 8,671.00
Content Management Server	\$ 1,295.00			\$ 2,428.00
MOM Operations Manager Base Processor Lic	\$ 58.00			\$ 109.00
MOM Application Management Pack(1 Processor Lic)	\$ 58.00			\$ 109.00
Live Communications Server	\$ 132.00			\$ 254.00
Live Communications Server External Connector	\$ 1,759.00			\$ 3,387.00
Project Server	\$ 43.00			\$ 63.00
Class Server	\$ 1,433.00			\$ 4,113.00
Total***:				

***Note 3: Institutions that wish to purchase the server licenses under the FCCC Campus agreement must include the total amount along with the campus agreement renewal dollar amount on the PO submitted for the upcoming renewal. Be sure to complete the name of your institution above and fax this form back to us with the other docs.

HUMAN RESOURCES

SEPTEMBER 14, 2004

TOPIC: ADMINISTRATIVE/MANAGEMENT/CONFIDENTIAL PAYMENT OF ACCRUED VACATION DAYS

TO THE BOARD OF TRUSTEES:

The district wishes to authorize payment for potential accrued vacation hours for the following classified/administrative management employees. (Because absence reports cannot be finalized before the employee's last day of work, the maximum number of accrued vacation hours/pay is listed.)

- 1. Becky L. Millen, Director of Admissions and Records, not to exceed 20.64 days, \$6688.40
- 2. Gisela G. Erne, Director of the Child Development Center, not to exceed 21.38 days, \$7460.13

Fiscal Impact: Budgeted

RECOMMENDATION:

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

REFERENCE FOR AGENDA: NO

Signed WILLIAM SCUDLOR
Director of Human Resources

TRANSMITTED TO THE BOARD WITH A FAVORABLE RECOMMENDATION.

Signed [Signature]
Superintendent/President

ACTION TAKEN BY THE BOARD:

MOTION _____

SECOND _____

Ayes ___ Noes ___

INFORMATION ONLY _____

HUMAN RESOURCES

SEPTEMBER 14, 2004

TOPIC: AGREEMENT, SCHOOL AND COLLEGE LEGAL SERVICES OF CALIFORNIA

TO THE SUPERINTENDENT/PRESIDENT:

The district desires to enter into an agreement with School and College Legal Services of California to provide limited, specialized legal consultation. Services will be provided on a month-to-month basis as needed.

Fiscal impact: Fund 01 budgeted item, not to exceed \$5,000

RECOMMENDATION:

It is recommended the Board of Trustees ratify the agreement with School and College Legal Services of California for legal consulting services as indicated in the agreement.

REFERENCE FOR AGENDA: YES

Signed: WILLIAM KAHMUDA
Director, Human Resources

TRANSMITTED TO THE BOARD WITH A FAVORABLE RECOMMENDATION:

Signed: [Signature]
Superintendent/President

ACTION TAKEN BY THE BOARD:

MOTION _____

SECOND _____

Ayes ____ Noes ____

INFORMATION ONLY _____

SCHOOL AND COLLEGE LEGAL SERVICES of California

General Counsel
Noel J. Shumway

Attorneys
Margaret M. Merchat
Susanne K. Reed
Arthur A. Wick
Janna L. Lambert
Joseph C. Kinkade
Nancy L. Klein
Elizabeth B. Mori
Stephen L. Hartsell
Marko H. Fong
Adam S. Ferber
Lenore A. Silverman
Clare M. Gibson

Of Counsel
Robert J. Henry
Patrick D. Sisneros
Ralph D. Stern

*A Joint Powers Authority Serving School and
College Districts Throughout the State with offices in
Eureka, Hayward, San Rafael and Santa Rosa*

Reply to:
Santa Rosa
5350 Skylane
Boulevard
Santa Rosa, CA 95403
(707) 524-2690
Fax (707) 578-0517
santarosa@scslscal.org

August 26, 2004

Via Facsimile and U.S. Mail
(760) 951-7932

To: Bill Schmidt, Director of Human Resources
Victor Valley Community College District
18422 Bear Valley Road
Victorville, CA 92392
NO

From: Noel J. Shumway, General Counsel

Subject: BILLABLE AGREEMENT FOR LEGAL SERVICES

This letter invites the District to enter into a Billable Agreement with School and College Legal Services of California effective August 31, 2004.

I have enclosed two copies of a contract prepared for your District. One copy of the contract should be signed and returned to us after the governing board has acted on it. The other copy is for the District's records.

We very much look forward to working with you. If you have any questions, please call me or Patty Walsh.

Enc.

c: Pat Sisneros, Of Counsel

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.

II.

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.

IV.

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 DISTRICT 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 Legal
Services of California**

By: Noel J. Shumway
Noel J. Shumway, General Counsel

Dated: _____

District

By: _____
Superintendent or Designee

Dated: _____

**SCHOOL AND COLLEGE LEGAL SERVICES OF CALIFORNIA
FEE SCHEDULE**

Effective July 1, 2004

Billable Legal Services¹

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

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 SERVICES**

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.

ADMINISTRATIVE SERVICES

SEPTEMBER 14, 2004

TOPIC: MONTHLY FINANCIAL STATEMENTS

TO THE SUPERINTENDENT/PRESIDENT:

Financial reports are being presented for the period ending June 30, 2004 for the General Fund (01), 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: Louis E. Zellers
Interim Vice President, Administrative Services

TRANSMITTED TO THE BOARD WITH A FAVORABLE RECOMMENDATION:

Signed: [Signature]
Superintendent/President

ACTION TAKEN BY THE BOARD:

MOTION _____

SECOND _____

INFORMATION ONLY X

VICTOR VALLEY COMMUNITY COLLEGE
 2003-2004 Financial Statements
 September 14, 2004

GENERAL FUND 01	Budget	Actual	Budget Remaining	Percentage Remaining
Revenues				
Federal	\$1,131,150	\$0	\$1,131,150	100.00%
State	\$24,405,128	\$284,871	\$24,120,257	98.83%
Local	\$17,120,010	\$736,217	\$16,383,793	95.70%
Transfers In	\$0	\$0	\$0	0.00%
Total Revenues	\$42,656,288	\$1,021,088	\$41,635,200	97.61%
Expenditures				
Academic Sals	\$16,972,718	\$5,220	\$16,967,498	99.97%
Classified Sals	\$9,414,118	\$739,652	\$8,674,466	92.14%
Benefits	\$7,038,051	\$282,847	\$6,755,204	95.98%
Supplies	\$893,987	\$11,908	\$882,079	98.67%
Operating Expenses	\$4,528,918	\$82,036	\$4,446,882	98.19%
Capital Outlay	\$2,154,681	\$581,621	\$1,573,060	73.01%
Transfers	\$1,653,815	\$0	\$1,653,815	100.00%
Total Expenditures	\$42,656,288	\$1,703,284	\$40,953,004	96.01%
Revenues/(Expenditures)	\$0	(\$682,196)		
Est. Fund Balance 07/01/04	\$1,876,780	\$1,876,780		
Fund Balance 07/31/04	\$1,876,780	\$1,194,584		

VICTOR VALLEY COMMUNITY COLLEGE
 2003-2004 Financial Statements
 September 14, 2004

CAPITAL OUTLAY PROJECTS FUND 71	Budget	Actual	Budget Remaining	Percentage Remaining
Revenues				
State	\$9,218,379	\$0	\$9,218,379	100.00%
Local	\$0	\$2,216	(\$2,216)	0.00%
Transfers In	\$0	\$0	\$0	\$0
Total Revenues	\$9,218,379	\$2,216	\$9,216,163	99.98%
Expenditures				
Contracts	\$0	\$0	\$0	\$0
Sites	\$0	\$284	(\$284)	
Buildings	\$8,985,609	\$0	\$8,985,609	100.00%
Library Books	\$0	\$0	\$0	\$0
Equipment	\$912	\$0	\$912	100.00%
Total Expenditures	\$8,986,521	\$284	\$8,986,237	100.00%
Revenues/(Expenditures)	\$231,858	\$1,932		
Fund Balance 07/01/04	\$1,098,918	\$1,098,918		
Fund Balance 07/31/04	\$1,330,776	\$1,100,850		

VICTOR VALLEY COMMUNITY COLLEGE
 2003-2004 Financial Statements
 September 14, 2004

CHILD DEVELOPMENT CENTER FUND 72	Budget	Actual	Budget Remaining	Percentage Remaining
Revenues				
Federal	\$207,901	\$0	\$207,901	100.00%
State	\$673,687	\$0	\$673,687	100.00%
Local	\$20,500	\$572	\$19,928	97.21%
Transfers In	\$0	\$0	\$0	
Total Revenues	\$902,088	\$572	\$901,516	99.94%
Expenditures				
Academic Salaries	\$428,501	\$0	\$428,501	100.00%
Classified Sals	\$159,589	\$7,762	\$151,827	95.14%
Benefits	\$238,167	\$3,668	\$234,499	98.46%
Instructional Supplies	\$45,300	\$2,040	\$43,260	95.50%
Operating Expenses	\$30,531	\$27,131	\$3,400	11.14%
Reserve/Contingencies	\$0	\$0	\$0	0.00%
Building/Equipment	\$0	\$0	\$0	0.00%
Total Expenditures	\$902,088	\$40,601	\$861,487	95.50%
Revenues/(Expenditures)	\$0	(\$40,029)		
Fund Balance 07/01/04	\$0	\$17,217		
Fund Balance 07/31/04	\$0	(\$22,812)		

VICTOR VALLEY COMMUNITY COLLEGE
 2003-2004 Financial Statements
 September 14, 2004

STUDENT CENTER FEE FUND 73	Budget	Actual	Budget Remaining	Percentage Remaining
Revenues	\$101,000	\$168	\$100,832	99.83%
Expenditures				
Transfers Out	\$100,000	\$0	\$100,000	100.00%
Revenues/(Expenditures)	\$1,000	\$168		
Fund Balance 07/01/04	\$15,323	\$15,323		
Fund Balance 07/31/04	\$16,323	\$15,491		

VICTOR VALLEY COMMUNITY COLLEGE
 2003-2004 Financial Statements
 September 14, 2004

HEALTH

TRUST FUND 75	Budget	Actual	Budget Remaining	Percentage Remaining
Revenues				
Local	\$11,200	\$273	\$10,927	97.56%
Transfers In	\$0	\$0	\$0	0.00%
Total Revenues	\$11,200	\$273	\$10,927	97.56%
Expenditures	\$63,269	\$0		
Reserve For Contingencies	\$0	\$0	\$0	
Total Expenditures	\$63,269	\$0	\$0	
Revenues/(Expenditures)	(\$52,069)	\$273		
Fund Balance 7/1/04	\$54,354	\$54,354		
Fund Balance 07/31/04	\$2,285	\$54,627		

VICTOR VALLEY COMMUNITY COLLEGE
 2003-2004 Financial Statements
 September 14, 2004

SELF INSURANCE TRUST FUND 78	Budget	Actual	Budget Remaining	Percentage Remaining
Revenues				
Local	\$1,900	\$206	\$1,694	89.16%
Transfers In	\$575,000	\$0	\$575,000	
Total Revenues	\$576,900	\$206	\$576,694	99.96%
Expenditures				
Contracted Services	\$614,780	\$0	\$614,780	0.00%
Supplies	\$111	\$0	\$111	100.00%
New Equipment	\$9	\$8	\$1	0.00%
Total Expenditures	\$614,900	\$8	\$614,892	100.00%
Revenues/(Expenditures)	(\$38,000)	\$198		
Est. Fund Balance 7/1/04	\$68,755	\$68,755		
Fund Balance 07/31/04	\$30,755	\$68,953		

VICTOR VALLEY COMMUNITY COLLEGE
 2003-2004 Financial Statements
 September 14, 2004

RAMS BOOKSTORE	Budget	Actual	Budget Remaining	Percentage Remaining
Revenues	\$ 2,620,000	\$ 29,439	\$ 2,590,561	98.88%
Cost of Goods Sold	\$ 2,023,000	\$ 41,283	\$ 1,981,717	97.96%
Gross Margin from local Revenues	\$ 597,000	\$ (11,844)	\$ 608,844	101.98%
Total Other Income	\$ -	\$ 652	\$ (652)	0.00%
Total Revenues and Other Income	<u>\$597,000</u>	<u>-\$11,192</u>	\$ 608,192	0.00%
Expenditures	\$ 597,000	\$ 44,234	\$ 552,766	92.59%
Revenues/(Expenditures)	\$ -	\$ (55,426)		
Fund Balance 07-01-2004	\$ 609,792	\$ 609,792		
Fund Balance 07-31-2004	\$ 609,792	\$ 554,366		

VICTOR VALLEY COMMUNITY COLLEGE
 2003-2004 Financial Statements
 September 14, 2004

AUXILIARY SVCS	Budget	Actual	Budget Remaining	Percentage Remaining
Revenues	\$ 373,000	\$ 8,493	\$ 364,507	97.72%
Expenditures	\$ 476,600	\$ 29,654	\$ 446,946	93.78%
Revenues/(Expenditures)	\$ (103,600)	\$ (21,161)		
Fund Balance 07-01-2004	\$ 264,363	\$ 243,202		
Fund Balance 07-31-2004	\$ 160,763	\$ 222,041		

VICTOR VALLEY COMMUNITY COLLEGE
 2003-2004 Financial Statements
 September 14, 2004

ASB FUND	Budget	Actual Remaining	Budget Remaining	Percentage Remaining
Revenues	\$ 180,750	\$ 95	\$ 180,655	99.95%
Expenditures	\$ 180,750	\$ 573	\$ 180,177	99.68%
Revenues/(Expenditures)	\$ -	\$ (478)		
Fund Balance 07-01-2004	\$ 69,652			
Fund Balance 07-31-2004	\$ 69,652	\$ 69,174		

HUMAN RESOURCES

SEPTEMBER 14, 2004

TOPIC: RECOGNITION OF DISTINGUISHED SERVICE

TO THE BOARD OF TRUSTEES:

Recognition of Distinguished Service has been requested and approved for the following classified management retiree according to Board Policy 4218. The appropriate departments have been notified to take whatever actions are necessary to provide the benefits of distinguished service status as outlined in Board Policy 4218.

Donna Mertens

RECOMMENDATION:

This is an informational item. No action is necessary.

REFERENCE FOR AGENDA: YES

Signed WILLIAM SCURIDA
Director of Human Resources

TRANSMITTED TO THE BOARD WITH A FAVORABLE RECOMMENDATION.

Signed [Signature]
Superintendent/President

ACTION TAKEN BY THE BOARD:

MOTION _____

SECOND _____

Ayes _____ Noes _____

INFORMATION ONLY X

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
APPLICATION FOR RECOGNITION OF DISTINGUISHED SERVICE

RETIREE COMPLETE FIRST SECTION AND RETURN TO OFFICE OF HUMAN
RESOURCES:

Name of Retiree: DONNA MERTENS

Date of Application: 5-21-04 Date of Retirement: 06/30/01

As a retiring classified employee of the Victor Valley Community College District I hereby apply for Recognition of Distinguished Service. I believe I meet the qualifications for this status, which are 1) a minimum of 15 years of full-time service to the District AND 2) a commitment to the college and its welfare as demonstrated by at least 10 years of college service OUTSIDE the individual's primary responsibility including committee work, and/or other services as follows:

Foundation Advisory Council Member - 10 yrs
Amenities Committee - 15 yrs

I would like to receive the following privileges as granted in the Board Policy:

- Parking permit
 Mailings of district/classified events
 Distinguished Service Recognition designation in the catalog
 Cross training
 Fee waivers

Verification of Qualifications

APPROPRIATE INDIVIDUAL(S) PLEASE COMPLETE AND RETURN TO OFFICE OF HUMAN RESOURCES

1. A minimum of 15 years of full-time service to the District.

Verified: Kathy Farnand
Office of Human Resources

2. Sustained a commitment to the college and its welfare as demonstrated by at least 10 years of college service OUTSIDE the individual's primary responsibility including committee work and/or other services VERIFIED BY: (Please sign if applicable.)

Alex Waldert 8/27/04 and/or
CSEA

District Representative

3. Office of Human Resources - Distinguished Service Recognition Awarded:

yes no

Designation: Distinguished Service in Fiscal Services

9-14-08
board

HUMAN RESOURCES

SEPTEMBER 14, 2004

TOPIC: EMERITUS STATUS

TO THE BOARD OF TRUSTEES:

Emeritus status has been requested and approved for the following academic retirees according to Board Policy 4119.2. The appropriate departments have been notified to take whatever actions are necessary to provide the benefits of emeritus status as outlined in Board Policy 4119.2.

David Longshore, Fran Elgin, Ken Garver, Ken Walker,
Paul Vegna, T. Scott Bryan, Fran Ferrance, Margie Milroy

RECOMMENDATION:

This is an informational item. No action is necessary.

REFERENCE FOR AGENDA: YES

Signed WILLIAM K. SCHUBA
Director of Human Resources

TRANSMITTED TO THE BOARD WITH A FAVORABLE RECOMMENDATION.

Signed Ryan
Superintendent/President

ACTION TAKEN BY THE BOARD:

MOTION _____

SECOND _____

Ayes _____ Noes _____

INFORMATION ONLY ___X___

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
APPLICATION FOR EMERITUS STATUS
RETIREE COMPLETE FIRST SECTION AND RETURN TO OFFICE OF HUMAN RESOURCES:

Name of Retiree: DAVID ~~DAVE~~ LONGSHORE

Date of Application: May 20, 2004 Date of Retirement: 05/23/02

As a retiring academic employee of the Victor Valley Community College District I hereby apply for Emeritus Status. I believe I meet the qualifications for this status, which are 1) a minimum of 15 years of full-time service to the District AND 2) a commitment to the college and its welfare as demonstrated by at least 10 years of college service OUTSIDE the individual's primary responsibility including committee work, and/or other services verifiable by Senate, Division or Department records as follows:

I served as department chair for most of my twenty-nine years of service to the college. I think there were only about five years when I was not a department chair. I served on numerous committees.

I would like to receive the following privileges as granted in the Board Policy:

- Parking permit
- Mailings of academic events
- Emeritus designation in the catalog
- Mailbox for one academic year following retirement
- Cross training

Verification of Qualifications

APPROPRIATE INDIVIDUAL(S) PLEASE COMPLETE AND RETURN TO OFFICE OF HUMAN RESOURCES

1. A minimum of 15 years of full-time service to the District...
Verified: Kathy Farvard
Office of Human Resources

2. Sustained a commitment to the college and its welfare as demonstrated by at least 10 years of college service OUTSIDE the individual's primary responsibility including committee work and/or other services verifiable by Senate, Division or Department records: VERIFIED BY: (Please sign if applicable.)

Academic Senate President and/or

[Signature]

Division Dean and/or

Department Chair

3. Office of Human Resources - Emeritus Status Awarded: Yes No

Type of Emeritus Status:

Professor Emeritus Counselor Emeritus Librarian Emeritus

9-14-04
Board

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
APPLICATION FOR EMERITUS STATUS

RETIREE COMPLETE FIRST SECTION AND RETURN TO OFFICE OF HUMAN RESOURCES:

Name of Retiree: FRAN ELGIN

Date of Application: 5/21/04 Date of Retirement: 05/31/04

As a retiring academic employee of the Victor Valley Community College District I hereby apply for Emeritus Status. I believe I meet the qualifications for this status, which are 1) a minimum of 15 years of full-time service to the District AND 2) a commitment to the college and its welfare as demonstrated by at least 10 years of college service **OUTSIDE** the individual's primary responsibility including committee work, and/or other services verifiable by Senate, Division or Department records as follows:

- Curriculum Committee
- Started Friends of Library in 1993-Active to Present
- Disaster Preparedness Committee
- Several Selection Committees

I would like to receive the following privileges as granted in the Board Policy:

- Parking permit
- Mailings of academic events
- Emeritus designation in the catalog
- Mailbox for one academic year following retirement
- Cross training

Verification of Qualifications

APPROPRIATE INDIVIDUAL(S) PLEASE COMPLETE AND RETURN TO OFFICE OF HUMAN RESOURCES

1. A minimum of 15 years of full-time service to the District...

Verified: Kathy Fausch
Office of Human Resources

2. Sustained a commitment to the college and its welfare as demonstrated by at least 10 years of college service **OUTSIDE** the individual's primary responsibility including committee work and/or other services verifiable by Senate, Division or Department records: **VERIFIED BY:** (Please sign if applicable.)

Academic Senate President _____

and/or

Thomas Driel
Division Dean

and/or

Selieath
Department Chair

3. Office of Human Resources - Emeritus Status Awarded: Yes No

Type of Emeritus Status:

Professor Emeritus Counselor Emeritus Librarian Emeritus

9-14-04
Bond

**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
APPLICATION FOR EMERITUS STATUS
RETIREE COMPLETE FIRST SECTION AND RETURN TO OFFICE OF HUMAN RESOURCES:**

Name of Retiree: KEN GARVER

Date of Application: 6/7/04 Date of Retirement: 07/31/04

As a retiring academic employee of the Victor Valley Community College District I hereby apply for Emeritus Status. I believe I meet the qualifications for this status, which are 1) a minimum of 15 years of full-time service to the District AND 2) a commitment to the college and its welfare as demonstrated by at least 10 years of college service OUTSIDE the individual's primary responsibility including committee work, and/or other services verifiable by Senate, Division or Department records as follows:

1. Department chairperson - 14 years
2. Developed computerized testing for Anatomy & Allied Health
3. Developed CD learning program for Anatomy students
4. Represented VVC as a presenter at various workshops (NISOD, NABT, & HAPS)

I would like to receive the following privileges as granted in the Board Policy:

- Parking permit
- Mailings of academic events
- Emeritus designation in the catalog
- Mailbox for one academic year following retirement
- Cross training

5) Brought gradebook program to campus, grade reader & Micrograde & gave workshops on same.

Verification of Qualifications

APPROPRIATE INDIVIDUAL(S) PLEASE COMPLETE AND RETURN TO OFFICE OF HUMAN RESOURCES

1. A minimum of 15 years of full-time service to the District...

Verified: Kathy Farnand
Office of Human Resources

2. Sustained a commitment to the college and its welfare as demonstrated by at least 10 years of college service OUTSIDE the individual's primary responsibility including committee work and/or other services verifiable by Senate, Division or Department records: VERIFIED BY: (Please sign if applicable.)

Academic Senate President and/or

J. Young
Division Dean and/or

Department Chair

3. Office of Human Resources - Emeritus Status Awarded: Yes No

Type of Emeritus Status:

Professor Emeritus Counselor Emeritus Librarian Emeritus

9-14-04
Board

**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
APPLICATION FOR EMERITUS STATUS
RETIREE COMPLETE FIRST SECTION AND RETURN TO OFFICE OF HUMAN RESOURCES:**

Name of Retiree: KEN WALKER

Date of Application: 05/21/04 Date of Retirement: 07/15/04

As a retiring academic employee of the Victor Valley Community College District I hereby apply for Emeritus Status. I believe I meet the qualifications for this status, which are 1) a minimum of 15 years of full-time service to the District AND 2) a commitment to the college and its welfare as demonstrated by at least 10 years of college service **OUTSIDE** the individual's primary responsibility including committee work, and/or other services verifiable by Senate, Division or Department records as follows: 30 years of VVC service
Past Chair - Bldg Dept.; VVC Foundation member; Grievance Committee; Judge for local Jr. High and Elementary School Science Fairs; Area Representative for Science.
(Present) Staff Development Committee; Advisor - Biology Club/Field trips; Member - Several hiring committees -; Administrator - Gobal Student Loans/Scholarships for high school and VVC.

I would like to receive the following privileges as granted in the Board Policy:

- Parking permit
- Mailings of academic events
- Emeritus designation in the catalog
- Mailbox for one academic year following retirement
- Cross training

Verification of Qualifications

APPROPRIATE INDIVIDUAL(S) PLEASE COMPLETE AND RETURN TO OFFICE OF HUMAN RESOURCES

1. A minimum of 15 years of full-time service to the District...

Verified: Kathy Farnard
Office of Human Resources

2. Sustained a commitment to the college and its welfare as demonstrated by at least 10 years of college service **OUTSIDE** the individual's primary responsibility including committee work and/or other services verifiable by Senate, Division or Department records: **VERIFIED BY:** (Please sign if applicable.)

Academic Senate President and/or

[Signature]

Division Chair and/or

Department Chair

3. Office of Human Resources - Emeritus Status Awarded: Yes No

Type of Emeritus Status:
 Professor Emeritus Counselor Emeritus Librarian Emeritus

7-14-04
Board

**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
APPLICATION FOR EMERITUS STATUS
RETIREE COMPLETE FIRST SECTION AND RETURN TO OFFICE OF HUMAN RESOURCES:**

Name of Retiree: PAUL VEGNA

Date of Application: 5/24/04 Date of Retirement: 05/23/03

As a retiring academic employee of the Victor Valley Community College District I hereby apply for Emeritus Status. I believe I meet the qualifications for this status, which are 1) a minimum of 15 years of full-time service to the District AND 2) a commitment to the college and its welfare as demonstrated by at least 10 years of college service OUTSIDE the individual's primary responsibility including committee work, and/or other services verifiable by Senate, Division or Department records as follows:

LOANED OUT TO NERO DEPT TO TEACH PRIVATE PILOT COURSE (7 YR I THINK) - FACULTY ADVISER TO COLLEGE PRO CLUB SEVERAL YEARS - SALARY COMMITTEE - VARIOUS SEMINARS OUTSIDE PRIMARY

I would like to receive the following privileges as granted in the Board Policy:

- Parking permit
- Mailings of academic events
- Emeritus designation in the catalog
- Mailbox for one academic year following retirement
- Cross training
- Fee waivers

RESPONSIBILITY -
EXTRA INSTRUCTION
MATH CLINIC, ETC
Paul Vegna

Verification of Qualifications

APPROPRIATE INDIVIDUAL(S) PLEASE COMPLETE AND RETURN TO OFFICE OF HUMAN RESOURCES

1. A minimum of 15 years of full-time service to the District...

Verified: Kathy Farnsworth
Office of Human Resources

2. Sustained a commitment to the college and its welfare as demonstrated by at least 10 years of college service OUTSIDE the individual's primary responsibility including committee work and/or other services verifiable by Senate, Division or Department records: VERIFIED BY: (Please sign if applicable.)

Academic Senate President and/or

Paul Vegna

Division Dean and/or

Department Chair

3. Office of Human Resources - Emeritus Status Awarded: Yes No

Type of Emeritus Status:

Professor Emeritus Counselor Emeritus Librarian Emeritus

R14-04
Board

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
APPLICATION FOR EMERITUS STATUS
RETIREE COMPLETE FIRST SECTION AND RETURN TO OFFICE OF HUMAN RESOURCES:

Name of Retiree: T. SCOTT BRYAN

Date of Application: 5/26/04 Date of Retirement: 05/26/01

As a retiring academic employee of the Victor Valley Community College District I hereby apply for Emeritus Status. I believe I meet the qualifications for this status, which are 1) a minimum of 15 years of full-time service to the District AND 2) a commitment to the college and its welfare as demonstrated by at least 10 years of college service **OUTSIDE** the individual's primary responsibility including committee work, and/or other services verifiable by Senate, Division or Department records as follows:

Deletions Committee, Friends of the Planetarium, Pacific Foundation Assn,
outside speaking engagements, etc.

I would like to receive the following privileges as granted in the Board Policy:

- Parking permit
- Mailings of academic events
- Emeritus designation in the catalog
- Mailbox for one academic year following retirement
- Cross training
- Fee waivers

Verification of Qualifications

APPROPRIATE INDIVIDUAL(S) PLEASE COMPLETE AND RETURN TO OFFICE OF HUMAN RESOURCES

1. A minimum of 15 years of full-time service to the District...
Verified: Kathy Farand
Office of Human Resources
2. Sustained a commitment to the college and its welfare as demonstrated by at least 10 years of college service **OUTSIDE** the individual's primary responsibility including committee work and/or other services verifiable by Senate, Division or Department records: **VERIFIED BY:** (Please sign if applicable.)

Academic Senate President and/or

[Signature]
Division Dean and/or

Department Chair

3. Office of Human Resources - Emeritus Status Awarded: Yes No

Type of Emeritus Status:

Professor Emeritus Counselor Emeritus Librarian Emeritus

9-14-04 Board

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
APPLICATION FOR EMERITUS STATUS

RETIREE COMPLETE FIRST SECTION AND RETURN TO OFFICE OF HUMAN RESOURCES:

Name of Retiree: FRAN FERRANCE

Date of Application: 5-20-04 Date of Retirement: 07/18/03

As a retiring academic employee of the Victor Valley Community College District I hereby apply for Emeritus Status. I believe I meet the qualifications for this status, which are 1) a minimum of 15 years of full-time service to the District AND 2) a commitment to the college and its welfare as demonstrated by at least 10 years of college service OUTSIDE the individual's primary responsibility including committee work, and/or other services verifiable by Senate, Division or Department records as follows:

former Dept Chair, chair of numerous hiring committees, curriculum review for Edg Dept., Fulbright Exchange Educator 1995-96, Faculty of the Year, Who's Who Among Teachers in America

I would like to receive the following privileges as granted in the Board Policy:

- Parking permit
- Mailings of academic events
- Emeritus designation in the catalog
- Mailbox for one academic year following retirement
- Cross training

Verification of Qualifications

APPROPRIATE INDIVIDUAL(S) PLEASE COMPLETE AND RETURN TO OFFICE OF HUMAN RESOURCES

1. A minimum of 15 years of full-time service to the District...
Verified: Ruth Ferrance
Office of Human Resources
2. Sustained a commitment to the college and its welfare as demonstrated by at least 10 years of college service OUTSIDE the individual's primary responsibility including committee work and/or other services verifiable by Senate, Division or Department records: **VERIFIED BY:** (Please sign if applicable.)

Academic Senate President and/or

[Signature]

Division Dean and/or

Department Chair

3. Office of Human Resources - Emeritus Status Awarded: Yes No

Type of Emeritus Status:

- Professor Emeritus
- Counselor Emeritus
- Librarian Emeritus

9-14-04
Board

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
APPLICATION FOR EMERITUS STATUS
RETIREE COMPLETE FIRST SECTION AND RETURN TO OFFICE OF HUMAN RESOURCES:

Name of Retiree: MARGIE MILROY

Date of Application: 6-8-04 Date of Retirement: 05/21/04

As a retiring academic employee of the Victor Valley Community College District I hereby apply for Emeritus Status. I believe I meet the qualifications for this status, which are 1) a minimum of 15 years of full-time service to the District AND 2) a commitment to the college and its welfare as demonstrated by at least 10 years of college service OUTSIDE the individual's primary responsibility including committee work, and/or other services verifiable by Senate, Division or Department records as follows:

Served as Dept Chair numerous times; facilitator for Zenger-Miller Workshop Trainings; ISW facilitator and training; numerous hiring committees

I would like to receive the following privileges as granted in the Board Policy:

- Parking permit
- Mailings of academic events
- Emeritus designation in the catalog
- Mailbox for one academic year following retirement
- Cross training

Verification of Qualifications

APPROPRIATE INDIVIDUAL(S) PLEASE COMPLETE AND RETURN TO OFFICE OF HUMAN RESOURCES

1. A minimum of 15 years of full-time service to the District...

Verified: Bathy Fausand
Office of Human Resources

2. Sustained a commitment to the college and its welfare as demonstrated by at least 10 years of college service OUTSIDE the individual's primary responsibility including committee work and/or other services verifiable by Senate, Division or Department records: VERIFIED BY: (Please sign if applicable.)

Academic Senate President and/or

[Signature]
Division Dean and/or

Department Chair

3. Office of Human Resources - Emeritus Status Awarded: Yes No

Type of Emeritus Status:

Professor Emeritus Counselor Emeritus Librarian Emeritus

2/14/04
Brand

HUMAN RESOURCES

SEPTEMBER 14, 2004

TOPIC: CLASSIFIED MEMORANDUMS OF UNDERSTANDING

TO THE BOARD OF TRUSTEES:

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

- 1. Salena Gonzales, campus police and public safety officer (50%): change of working hours as listed
- 2. Retiree benefits: payment for health insurance coverage outside California

RECOMMENDATION:

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

REFERENCE FOR AGENDA: Yes

Signed WILLIAM LEWIS
 Director of Human Resources

TRANSMITTED TO THE BOARD WITH A FAVORABLE RECOMMENDATION.

Signed Spencer
 Superintendent/President

ACTION TAKEN BY THE BOARD:

MOTION _____

SECOND _____

Ayes ___ Noes ___

INFORMATION ONLY ___ X ___

MEMORANDUM OF UNDERSTANDING

Retiree Benefits

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

WHEREAS, Article 9.4 of the collective bargaining agreement between the District and CSEA provides "In the event that any or all of the medical providers under the district paid plans are not available to a retired unit member and/or his/her spouse because of a change of residency or otherwise, the District shall be required to pay no more than the amount designated in section 9.2 above in order for the unit member and/or his spouse to obtain alternative benefits";

WHEREAS, the District wishes to implement the provisions of Article 9.4 in a fair and consistent manner;

NOW, THEREFORE, the parties agree that when a retired unit member who is eligible for medical benefits resides in an area where one or more of the medical plans offered by the District to unit members are not available, the following procedures will be followed:

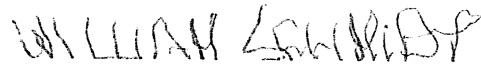
1. The eligible retiree will provide the District written proof of enrollment of the unit member or the unit member and spouse in a health insurance plan.
2. The retiree will
 - a) arrange for the insurance carrier to bill the District for health insurance premium charges on a monthly basis, or
 - b) provide the District a request for reimbursement, along with proof that health insurance premiums for the retiree or retiree and spouse have been paid. Such requests should be submitted monthly.
3. The District will pay health insurance premium charges or reimburse for charges not to exceed the negotiated amount as stated in Article 9.2.

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

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

For the District

Date: 8.27.04



William H. Schmidt
Director of Human Resources

For CSEA

Date: 8/27/04



Arlene Waldeck
President CSEA Chapter 584

HUMAN RESOURCES

SEPTEMBER 14, 2004

TOPIC: CLASSIFIED RESIGNATION

TO THE BOARD OF TRUSTEES:

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

- 1. Patricia A. Johnson, Instructional Assistant II, Writing Center, effective September 2, 2004.

RECOMMENDATION:

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

REFERENCE FOR AGENDA: Yes

Signed WILLIAM S. HICKS
 Director of Human Resources

TRANSMITTED TO THE BOARD WITH A FAVORABLE RECOMMENDATION.

Signed [Signature]
 Superintendent/President

ACTION TAKEN BY THE BOARD:

MOTION _____

SECOND _____

Ayes ___ Noes ___

INFORMATION ONLY ___ X ___

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Patricia A. Johnson
10644 Locust Ave., Hesperia, CA 92345
760-985-6004 • 760-949-1630 • EnglishLady_2004@msn.com

August 23, 2004

Dr. O'Neil
Dean of Academics, Victor Valley College
18422 Bear Valley Road
Victorville, CA 92395

LAST DAY 9/2/04

Dear Dr. O'Neil,

I have accepted an English teaching position for the Claremont School district. My success in acquiring this position was found here at Victor Valley College. It is with hope and excitement that I render my formal notice of resignation from Victor Valley College, effective September 7, 2004 (if not sooner should arrangements be made).

The associations I've made during my employment here will truly be memorable for years to come. Many of the instructors here at VVC inspired me to reach my dreams. My experiences working with various employees of VVC, classified, management and faculty, have enriched my life and will inspire my instruction in my new position.

I hope a two-week notice is sufficient for you to find a replacement for me. Even so, I will need to take some time during these weeks to train at my new job as classes begin at my new school on September 7, 2004. I will have time in the evenings until September 23rd to help out in any way that I can. If I can help to train my replacement or tie up any loose ends, please let me know. Thank you very much for the opportunity to work here.

Sincerely,



Patricia A. Johnson
Instructional Assistant II Writing Center

cc Jim Wilson
Sheri Nolan Human Resources



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

August 24, 2004

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

Dear Ms. Johnson:

Your letter of resignation submitted from your position as Instructional Assistant II in the Writing Center has been received. Per Board Policy, your resignation has been accepted and will be effective September 2, 2004, as requested. Your letter of resignation will be presented to the Board of Trustees on September 14, 2004.

We also want to recognize and thank you for the 4½ years of service you provided Victor Valley College. You have our deepest appreciation for your contributions and sincerest best wishes.

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

Sincerely,

A handwritten signature in cursive script, appearing to read "Patricia A. Spencer".

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

PAS/lc