



Victor Valley Community College District REGULAR MEETING OF THE BOARD OF TRUSTEES

Date: September 12, 2006

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

AGENDA

This meeting will be electronically recorded

CALL TO ORDER/ROLL CALL

2 p.m.

PLEDGE OF ALLEGIANCE

ANNOUNCEMENT OF ITEMS DELETED OR CORRECTED FROM THE AGENDA

PUBLIC COMMENTS RELATED TO CLOSED SESSION ITEMS

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

1. CLOSED SESSION

- (a) CONFERENCE WITH LEGAL COUNSEL — EXISTING LITIGATION under Government Code Section 54956.9(a):
 - (1) G. Henderson vs. Victor Valley Community College, San Bernardino County Superior Court Case No. VCVVS 030263
 - (2) N. Halisky and C. Halisky vs. Victor Valley Community College District, San Bernardino County Superior Court Case No. VCVVS 026112
 - (3) Warren vs. Victor Valley Community College District, San Bernardino County Superior Court Case No. VCVVS 037382
 - (4) Victor Valley Community College District vs. Puckett, San Bernardino County Superior Court Case No. VCVVS 036483
 - (5) CTA vs. Victor Valley Community College District, Public Employment Relations Board Case No. LA-CE-4852-E
 - (6) G. Olin vs. Spencer, San Bernardino County Superior Court Case No. VCVVS 040360

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

- (7) CSEA v. Victor Valley Community College District, CSMCS Case No. ARB-06-0032
 - (8) CSEA v. Victor Valley Community College District, CSMCS Case No. ARB-05-0305
 - (9) F. Freeman v. Victor Valley Community College District, San Bernardino County Superior Court Case No. VCVVS 042951
- (b) CONFERENCE WITH LABOR NEGOTIATORS
- (1) Employee organization CSEA
District's representatives: Dr. Marion Boenheim, Bruce Baron, and Willie Davis Pringle
 - (2) Employee organization PTFU
District's representatives: Drs. Marion Boenheim, Willard Lewallen, Marianne Tortorici, and John Rude
- (d) PUBLIC EMPLOYEE APPOINTMENT
- Accounting Technician I
 - Administrative Secretary I
 - Administrator on Special Assignment
 - Bookstore Operations Assistant
 - Director, Admissions & Records
 - DSPS Assistant/Interpreter
 - Instructional Assistant I
 - Instructional Assistant III
 - Instructor
 - Interim Superintendent/President
 - Library Technical Assistant
 - Office Assistant
 - Professional Expert
 - Short Term Employee:
 - Accompanist
 - Assistant Coach
 - Board Assistant
 - Bookstore Cashier
 - Bookstore Stocker
 - Community Fee Base
 - Equipment Manager
 - Events Worker
 - Life Drawing Model
 - Office Worker
 - Operations Worker
 - PAC House Manager
 - PAC Worker
 - Van Driver
 - Sign Language Services Interpreter
 - Student Worker, including work study/work experience, CalWORKS, and tutor
 - Substitute Employee:
 - Administrative Secretary I
 - Admissions & Records Assistant
 - Associate Teacher (CDC)
 - Bookstore Operations Assistant
 - Campus Police & Public Safety Officer
 - Campus Police Reserve Officer
 - Clerical Technician II

Custodian
DSPS Assistant/Interpreter
Instructional Assistant I
Instructional Assistant III
Instructional Network Computer Maintenance Technician
Library Technical Assistant
M & O Clerical Technician
Media Services Specialist
Office Assistant
Reserve Police Officer
Sign Language Services Interpreter
Switchboard Operator
Webmaster
Temporary Academic
Volunteer

(e) PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE

2. RECONVENE TO OPEN SESSION

6 p.m.

2.1 Closed Session Report

PUBLIC COMMENTS RELATED TO AGENDA ITEMS

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

3. GOVERNING BOARD

4. SUPERINTENDENT/PRESIDENT'S REPORT

- 4.1 Deputy Superintendent/Executive Vice President/Instruction
- 4.2 Vice President, Student Services
- 4.3 Vice President, Administrative Services – 2006/07 Budget Update
- 4.4 Vice President, Human Resources

5. CONSENT AGENDA

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

Approval of consent items.

YES ___ NO ___

5.1 Approval of the minutes of the August 18, 2006 special Board meeting

5.2 Approval of the minutes of the August 22, 2006 special Board meeting

5.3 Renewal Software Licensing – Computerland of Silicon Valley

Approval of renewal of the annual software licensing with Computerland of Silicon Valley. This renewal will provide site license for the product and the server for Microsoft Campus Agreement for 517 faculty and staff FTES. This renewal will be effective for the period of October 1, 2006 through September 30, 2007. Fiscal Impact: Budgeted item, not to exceed \$28,347.25.00

- 5.4 Agreement – Public Economics, Inc.
Approval of the funding for Phase II of it's original agreement with Public Economics. Fiscal Impact: \$25,000.00 reimbursable from proceeds of the redevelopment funds.
- 5.5 Property Disposal
Approval of the disposal of surplus equipment on the attached list through the auctioneer services of the Liquidation Company. Fiscal Impact: None
- 5.6 Board of Trustees Transfers and Payments Report
Approval of the Board of Trustees Transfers and Payments Reports.
- 5.7 Donations
Acceptance of the donations as college property from the Victor Valley District Foundation for a total amount of \$98,005.21)
- 5.8 Training Proposal – Tier Technologies, Inc.
Approval of the proposal with Tier Technologies, Inc. to provide on-site Basic Script Express Training for the Tier software program. Fiscal Impact: Budgeted item, not to exceed \$9,000.00
- 5.9 Rescind – Board Delegated Authorized Signatory
Approval to rescind all previous signatory authority for Dr. Patricia Spencer, Superintendent/President, effective August 31, 2006. Fiscal Impact: None
- 5.10 Authorized Signatory – Dr. Louis E. Zellers
Approval of the signature of Dr. Louis E. Zellers, Interim Superintendent/President to represent the board in the cases as listed for fiscal year 2006-07 per Education Code 72282. Fiscal Impact: None
- 5.11 Out-of-State Travel – Lael Willingham
Approval of the out-of-state travel for Lael Willingham to attend the California Association of Joint Powers Authorities Fall Conference in South Lake Tahoe, Nevada September 19-22, 2006. Fiscal Impact: Budgeted item, not to exceed \$2,075.00
- 5.12 Agreement for Personal Services – Luis Pena
Approval of the agreement with Luis Pena for Personal Services to conduct maintenance and repair on all weight room equipment as listed. Fiscal Impact: Not to exceed \$3,700.00
- 5.13 Out-of-State Travel – Barbra Louis
Approval of the out-of-state travel for Barbra Louis to attend a Leadership Conference at Rutgers University, New Brunswick, NJ held September 8-17, 2006. Fiscal Impact: None to the District
- 5.14 Agreement – Big Bear Lake Fire Department
Approval of the clinical agreement with the Big Bear Lake Fire Department as attached. Fiscal Impact: None
- 5.15 Agreement – Contract Education Services
Approval of the agreement with Archangel for the course offered in Contract Education
- 5.16 Academic Reduced Workload Request
Approval of Juanita Chou's request for a reduced workload of 80% for the 2006-07 academic year which is permissible according to Article 25 of the CTA agreement. Fiscal Impact: Budgeted.

- 5.17 Appointment of Search Consultant Firm for Superintendent/President
Approval of the appointment of Community College Search Services to assist the District in the recruitment and selection of a Superintendent/President. Fiscal Impact: to be determined.
- 5.18 Out-of-State Travel – Renay Butler and Rocio Chavez
Approval of the out-of-state travel and related expenses for Renay Butler and Rocio Chavez to attend the ACHRO/EEO EEO Model Plan Workshop and Fall Training Institute in South Lake Tahoe, Nevada, from October 17-20, 2006. Fiscal Impact: Budgeted item, \$1,163.00
- 5.19 Classified Additional Position
Approval of the additional position of Webmaster, categorically funded through Title V HSI cooperative grant, effective September 13, 2006. Fiscal Impact: Funded through Title V HIS cooperative grant.
- 5.20 Renewal Agreement – Patton State Hospital
Approval of the renewal agreement with Patton State Hospital from September 1, 2006 through June 30, 2011. Fiscal Impact: None to the District.
- 5.21 Agreement – Six Ten & Associates
Approval of the agreement with Six Ten and Associates for State Mandate claim preparation for the 2006-2007 fiscal year. Fiscal Impact: Budgeted item, not to exceed \$24,000.00
- 5.22 Management Resignation – Phyllis Seifert
Acceptance of the resignation of Phyllis A. Seifert, CDC Director, effective September 8, 2006.
- 5.23 Ratification of Tentative Agreement – CSEA
Ratification of the tentative agreement reached with CSEA on Article VIII, Salary and Article IX, Health and Welfare Benefits.
- 5.24 CTA Tentative Agreement – Salary Increase
Pending ratification by the faculty, ratification by the Board of Trustees on the tentative agreement reached with CTA for a 5.92% cost of living adjustment to be distributed on the salary schedule by the Association and approved by the District, effective with the academic year 2006-2007. Fiscal Impact: Budgeted item.
- 5.25 Management Meet and Confer Agreement
Approval of a salary increase of 59.2%, fund the benefit package, and make changes to retiree benefits. Fiscal Impact #1 and #2 budgeted, #3 no cost.
- 5.26 Faculty Minimum Qualifications under Equivalency Process
Approval of the equivalencies for minimum qualifications for faculty. Fiscal Impact: Budgeted
- 5.27 Classified Temporary Increase in Assignment
Approval of the position of Office Assistant in the Teacher Learning Center, currently held by Esperanza Aragon, to be temporarily increased from 20 hours/week to 40/hours week, effective September 1, 2006. Fiscal Impact: Additional 20 hours/week from credit matriculation.
- 5.28 Cancellation of the October 24, 2006 Board meeting
Approval of the cancellation of the October 24, 2006 Board meeting. Fiscal Impact: None
- 5.29 Administrative/Management/Confidential Payment of Accrued Vacation Days – Patricia Spencer
Approval of the payment of accrued vacation hours for Patricia Spencer, Superintendent/President, not to exceed 31.61 days, \$24,194.93

5.30 Classified Resignation – Bonifacio Solis

Acceptance of the resignation of Bonifacio Solis, Admission and Records technician, bilingual, effective August 30, 2006.

5.31 Revised Classified Salary Schedule

Approval of the revised Classified Salary Schedule which includes the classification of Student Development Center Specialist II on Range 12 of the salary schedule and include Anna Garcia, Patricia Montgomery, Gabriella Quesda, and Beth Roberts. Fiscal Impact: Budgeted.

5.32 Agreement – Louis E. Zellers

Approval of the agreement with Dr. Louis E. Zellers to serve as the Interim Superintendent/President for one year, effective August 21, 2006. Fiscal Impact: \$13,400 salary plus \$400 stipend and \$1500 housing allowance in lieu of health and welfare benefits per month.

ACTION AGENDA

6. BOARD OF TRUSTEES

6.1 Separate approval of items pulled from consent agenda.

7. SUPERINTENDENT/PRESIDENT

None

8. INSTRUCTION

None

9. STUDENT SERVICES

None

10. ADMINISTRATIVE SERVICES

10.1 Public Hearing and Adoption of the 2006-2007 Budget

YES ___ NO ___

- a) The Board president hereby declares the hearing open
- b) The public may now comment on the 2006-2007 budget
- c) The Board president hereby declares the hearing closed

Adoption of the 2006-2007 budget as presented. Fiscal Impact: Formally establishes budget.

11. HUMAN RESOURCES

11.1 Appointment of a Search Committee for Superintendent/President

YES ___ NO ___

Approval of the formation of the search committee for the position of Superintendent/ President. Fiscal Impact: Budgeted

12. INFORMATION/DISCUSSION

None

13. REPORTS (3 minute limit per Report)

The purpose of these reports is to inform the Board of Trustees regarding issues pertaining to those constituency groups.

13.1 Governmental Relations

13.2 Foundation

13.3 Constituency Representatives

- a) ASB
- b) CCA
- c) CSEA
- d) Faculty Senate
- e) AFT Part-Time Faculty United
- f) Management

14. TRUSTEE COMMENTS

PUBLIC COMMENTS RELATED TO NON-AGENDA ITEMS

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

15. ADJOURNMENT

YES ___ NO ___

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



Victor Valley Community College District SPECIAL MEETING OF THE BOARD OF TRUSTEES MINUTES

Date: August 18, 2006

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

CALL TO ORDER/ROLL CALL:

11 a.m.

The Board of Trustees of Victor Valley Community College District met in Open Session on August 18, 2006 in the Board Room of the Administration building. Mr. Range, Board President, called the meeting to order at 11:04 a.m.

TRUSTEE ROLL CALL: Present: Joe Range, Board President; Dennis Henderson, Vice President; Donald Nelson, Clerk; Thomas M. Elder II, Trustee; Bettye Underhill, Trustee, and Michael Koenig, ASB Student Trustee

MANAGEMENT PRESENT: Dr. Tortorici, Student Services, Deputy Superintendent/Executive Vice President, Instruction; Dr. Marion Boenheim, Vice President, Human Resources; Dr. Jack Lipton, General Counsel; and Annette McComas (Recorder)

PLEDGE OF ALLEGIANCE: Dennis Henderson led the Pledge of Allegiance to the Flag.

PUBLIC COMMENTS ON CLOSED SESSION AGENDA ITEMS: None

Mr. Range announced the agenda item that the Board would consider in Closed Session.

1. CLOSED SESSION

- (a) PUBLIC EMPLOYEE APPOINTMENT
Interim Superintendent/President

At 11:06 a.m. Board President Joe Range recessed to closed session.

2. RECONVENE TO OPEN SESSSION

At 3:30 p.m., Board President, Joe Range reconvened the meeting in open session and made the following closed session report:

The Board voted unanimously to appoint Dr. Louis E. Zellers as Interim, Superintendent/President.

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

3. ADJOURNMENT

It was MSC (Elder/Underhill) to adjourn the meeting at 3:31 p.m. The motion approved unanimously

Donald Nelson, Clerk

Date Approved



Victor Valley Community College District SPECIAL MEETING OF THE BOARD OF TRUSTEES MINUTES

Date: August 22, 2006

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

CALL TO ORDER/ROLL CALL:

2 p.m.

The Board of Trustees of Victor Valley Community College District met in Open Session on August 22, 2006 in the Board Room of the Administration building. Mr. Range, Board President, called the meeting to order at 2:09 p.m.

TRUSTEE ROLL CALL: Present: Joe Range, Board President; Dennis Henderson, Vice President; Donald Nelson, Clerk; Thomas M. Elder II, Trustee.

Absent: Bettye Underhill

MANAGEMENT PRESENT: Dr. Louis E. Zellers, Interim, Superintendent/President, Dr. Tortorici, Student Services, Deputy Superintendent/Executive Vice President, Instruction; Dr. Lewallen, Vice President, Student Services; Dr. Marion Boenheim, Vice President, Human Resources; Dr. Jack Lipton, General Counsel; and Annette McComas (Recorder)

PLEDGE OF ALLEGIANCE: Tom Elder led the Pledge of Allegiance to the Flag.

DELECTIONS/CORRECTIONS TO AGENDA:

Mr. Range announced that Agenda Item 12.1 would be an action item, and that Beth Roberts' name was deleted. The effective resignation dates were as follows: Bernadine James effective September 15, 2006 and Rita Jackson effective August 17, 2006. Under Superintendent/President's report there would be no presentation highlighting the 2006-2007 budget. For Agenda item 5.5, the District's General Counsel has reviewed and revised the agreement, and that the revised agreement was available to the public.

Mr. Range, Board President, announced the agenda items that the Board would consider in Closed Session.

1. CLOSED SESSION

(a) CONFERENCE WITH LEGAL COUNSEL — EXISTING LITIGATION under Government Code Section 54956.9(a):

(1) G.Henderson vs. Victor Valley Community College, San Bernardino County Superior Court case No. VCVVS 030263

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

- (2) N. Halisky and C. Halisky vs. Victor Valley Community College District, San Bernardino County Superior Court case No. VCVVS 026112
 - (3) Warren vs. Victor Valley Community College District, San Bernardino County Superior Court case No. VCVVS 037382
 - (4) Victor Valley Community College District vs. Puckett, San Bernardino County Superior Court Case No. VCVVS 036483
 - (5) CTA vs. Victor Valley Community College District, Public Employment Relations Board Case No. LA-CE-4852-E
 - (6) G. Olin vs. Spencer, San Bernardino County Superior Court Case No. VCVVS 040360
 - (7) CSEA v. Victor Valley Community College District, CSMCS Case No. ARB-06-0032
 - (8) CSEA v. Victor Valley Community College District, CSMCS Case No. ARB-05-0305
- (b) CONFERENCE WITH LABOR NEGOTIATORS
- (1) Employee organization CSEA

District's representatives: Marion Boenheim, Bruce Baron, and Willie Davis Pringle
 - (2) Employee organization CTA

District's representatives: Marion Boenheim, Willard Lewallen, Marianne Tortorici, and John Rude
 - (3) Employee organization PTFU

District's representatives: Marion Boenheim, Willard Lewallen, Marianne Tortorici, and John Rude
- (c) PUBLIC EMPLOYEE APPOINTMENT
- Accounting Technician I
 - Acting Superintendent/President
 - Administrative Secretary I
 - Administrative Secretary II
 - Administrator on Special Assignment
 - Bookstore Operations Assistant
 - Budget Analyst
 - Campus Police Officer
 - Custodian
 - DSPS Assistant/Interpreter
 - Executive Dean, Institutional Effectiveness
 - Grounds Maintenance Worker
 - Instructional Assistant III
 - Instructor
 - Interim Project Activity Director, Title V Grants
 - Interim Superintendent/President
 - Instructional Assistant I
 - Lead Grounds Maintenance Worker

Maintenance Locksmith
Maintenance Technician
Office Assistant
Professional Expert
Short Term Employee:
Accompanist
Assistant Coach
Board Assistant
Bookstore Cashier
Bookstore Stocker
Community Fee Base
Equipment Manager
Events Worker
Life Drawing Model
Office Worker
Operations Worker
PAC House Manager
PAC Worker
Van Driver

Sign Language Services Interpreter
Student Worker, including work study/work experience, CalWORKS, and tutor

Substitute Employee:

Administrative Secretary II
Associate Teacher (CDC)
Bookstore Operations Assistant
Campus Police & Public Safety Officer
Campus Police Reserve Officer
Custodian
DSPS Assistant/Interpreter
Instructional Assistant I
Instructional Assistant III
Instructional Network Computer Maintenance Technician
Library Technical Assistant
M & O clerical Technician
Office Assistant
Research Analytical Technician
Reserve Police Officer
Sign Language Services Interpreter
Switchboard Operator

Temporary Academic
Volunteer

(e) PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE

PUBLIC COMMENTS ON CLOSED SESSION AGENDA ITEMS: None

At 2:14 p.m., Board President, Joe Range recessed to closed session.

2. RECONVENE TO OPEN SESSSION

6 p.m.

At 6:01 p.m. Board President, Joe Range reconvened the meeting in open session and made the following closed session report:

It was MSC (Nelson/Elder, 4-0 Underhill, absent) to approve the employee appointments as presented to the Board as follows:

Professional Expert

Bennett, Robert
Mathis, Dave
Nelson, Michelle

Short Term Employee:

Assistant Coach
Crowder, Darnell (8/15/06 – 12/15/06)
South, Clinton (8/15/06 – 12/15/06)

Sign Language Services Interpreter

Correne Willis
Joel Willis

Student Worker, including work study/work experience, CalWORKS, and tutor

Abell, Kristy (8/23/06 – 12/30/06)
Beltran, Bernice (8/23/06 – 12/30/06)
Boonyadit, Surapongse (8/23/06 – 12/15/06)
Brummel, Jennifer (9/13/06 – 12/30/06)
Cantafio, Ana Virginia (9/13/06 – 12/30/06)
Ceballos, Alma (8/26/06 – 12/30/06)
Cox, Denise (9/14/06 – 12/30/06)
Dupas, Vanessa (8/26/06 – 12/30/06)
Erdmann, Catherine (8/23/06 – 12/30/06)
Gaspar, Maria (9/13/06 – 12/30/06)
Kocharyan, Silvana (9/13/06 – 12/30/06)
Latiolais, Carisha (8/26/06 – 12/30/06)
Lopez, Natalie (8/23/06 – 12/30/06)
Miranda, Vanessa (9/13/06 – 12/30/06)
Morales, Maricela (8/26/06 – 12/30/06)
Morales, Monica (7/03/06 – 12/31/06)
Ndukwe, Esther (8/28/06 – 12/31/06)
Negrete, Alfredo (8/28/06 – 12/31/06)
Peterson, Julie (8/28/06 – 12/31/06)
Reed, Kristina (8/28/06 – 12/16/06)
Richard-Lerner, Cassidi (8/28/06 – 12/16/06)
Ruiz, Marlateta (9/13/06 – 12/31/06)
Sahagun-Molina, Noemi (8/28/06 – 12/31/06)
Todd, Caroline (9/16/06 – 12/30/06)
Vigil, Donna (9/16/06 – 12/30/06)
Yun, Ok-Kyong (8/28/06 – 12/16/06)

Substitute Employee:

Instructional Assistant I
Wilson, Amber
Office Assistant
Scheetz, Marianne
Witt, Patricia

Temporary Academic

FALL 2006-MATH AND SCIENCE

Bullock, Scott
Gelenchi, Fanta
Grossman, Walter
Halstrom, Geoffrey
Pendleton, Joe
York, Richard

FALL 2006-HUMANITIES, ARTS & SOCIAL SCIENCES

Basha, Claudia
Ellis, Lisa
Morgan, Stephen

FALL 2006-TEMPORARY ACADEMIC VOCATIONAL PROGRAMS

Carrillo, Joseph
Connelly, Mark
Foskett, Rob
Martinez, Jennifer
Oleson, Dave
Turner, Thomas

FALL 2006-STUDENT SERVICES

Alstadt, Carey
Beck, Maria
Chou, Juanita
Cole, Christine
Coults, Steven
Cox, Michelle
Malcolm, Ishtobe
Sanchez, Lilia
Shaner, Keith
Wollan, Diane

Volunteer

Ruiz, Marlateta

PUBLIC COMMENTS RELATED TO OPEN SESSION AGENDA ITEMS: None

3. GOVERNING BOARD

4. SUPERINTENDENT/PRESIDENT'S REPORT

DELETED - Bruce Baron, Vice President Administrative Services - Presentation Highlighting 2006-2007 Budget

5. CONSENT AGENDA

It was MSC (Nelson/Elder, 4-0, Underhill absent) to approve the consent items in one motion with agenda item 5.15 pulled by Mr. Elder and agenda item pulled by 5.13 by Mr. Henderson for separate discussion and vote.

5.1 Out-of-State Travel

Approval of the out-of-state travel for Bruce Baron to attend "The Future of Higher Education" conference in Boston, MA October 16-19, 2006. Fiscal Impact: Budgeted item, not to exceed \$2,500.00

5.2 Agreement – Symons Emergency Services

Approval of the agreement with S.E.S. Event Safety to provide on-site first aid, medical services and/or emergency ambulance transportation for 2006 home football games. Fiscal Impact: Budgeted item, \$1,750.00

5.3 Agreement – Joseph Tate, PA

Approval of the agreement with Joseph Tate, PA to provide medical screening for student-athletes and medical assistance for 2006 home football games. Fiscal Impact: Budgeted item, not to exceed \$3,375.00

5.4 Agreement – Ebmeyer Charter and Tour

Approval of the agreement with Ebmeyer Charter and Tour for the women's soccer team to participate in the Oxnard College Tournament scheduled for September 2-3, 2006. Fiscal Impact: Budgeted item, \$3,063.28.00

5.5 Agreement – Personal Services – Charles John Stanzione

Approval of the personal services agreement with Charles John Stanzione to serve as parking appeals hearing officer from July 1, 2006 through June 30, 2007. Fiscal Impact: Budgeted item, \$900.00

5.6 Out-of-State Travel – Dr. Marion Boenheim

Approval of out-of-state travel and related expenses for Dr. Marion Boenheim to attend the ACHRO/EEO Model Plan Workshop and Fall Training Institute in South Lake Tahoe, Nevada, from October 17-20, 2006. Fiscal Impact: Budgeted item, not to exceed \$849.00.

5.7 Classified Additional Position

Approval of the additional position of office assistant for the Nursing Department (6 hours/day), effective August 28, 2006. This additional 6-hour office assistant position will provide the clerical support services needed for the additional students in the Nursing Program. Fiscal Impact: Budgeted Item, Weekend/Evening Nursing Program.

- 5.8 Renewal of Software Maintenance and Support
Approval of renewal of software maintenance and support for Greentree Systems for the application process for new employees for FY 2006-2007. Fiscal Impact: Budgeted item, \$3,500.00
- 5.9 Institutional Memberships
Approval of the renewal institutional memberships as listed. Fiscal Impact: Budgeted item, \$1,950.00
- 5.10 Department of Public Health
Approval of the encumbrance of \$500 for mandatory annual TB testing and chest x-rays for district employees for FY 2006-2007. Fiscal Impact: Budgeted item, \$500.00
- 5.11 Agreement, Community College Search Services
Approval of the agreement with Community College Search Services to employ Dr. Barbra Louis as the interim project activity director for Title V Grants, effective August 23, 2006 through June 30, 2007. Fiscal Impact: Budgeted item, Title V.
- 5.12 Faculty Reassignment
Approval of the request from Lilia Sanchez for a voluntary lateral transfer from her current position as BFAP counselor to the positions of counselor of Title IV Trio Grant (50%) and counselor of the Title V HIS Cooperative Grant (50%), effective August 28, 2006.
- 5.13 **PULLED FOR SEPARATE DISCUSSION AND VOTE**
Approval of the minutes of the August 8, 2006 regular Board meeting
- 5.14 Approval of the minutes of the August 10, 2006 special Board meeting
- 5.15 **PULLED FOR SEPARATE DISCUSSION AND VOTE**
Authorization of Legal Counsel – Michelman & Robinson, LLP
Approval to authorize the District's General to execute an agreement with Michelman & Robinson, LLP. Fiscal Impact: Budgeted item, \$5,000.00
- 5.16 Recruitment Advertising
Approval of encumbrance of \$20,000 for recruitment advertising through the Ad Club Advertising Services for FY 2006-2007. Fiscal Impact: Budgeted Item, \$20,000.00.
- 12.1 Classified Resignations – Bernadine James and Rita Jackson
It was MSC (Elder/Henderson, 4-0, Underhill, absent) to accept resignation dates for Bernadine James effective September 15, 2006 and Rita Jackson effective August 17, 2006.

ACTION AGENDA

6. BOARD OF TRUSTEES

- 6.1 Separate approval of items pulled from consent agenda.

5.13 It was MSC (Henderson/Nelson, 4-0, Underhill absent) to correct the minutes of August 8, 2006 minutes to show the vote on agenda item 11.1 as 4-0, Underhill absent. The motion

approved unanimously (4-0, Underhill absent).

5.15 It was MSC (Elder/Nelson, Elder, No, Henderson, No, Nelson, No, Range, Yes, Underhill absent). Following discussion the motion to authorize the District's General Counsel to execute an agreement with Michelman & Robinson, LLP failed.

7. SUPERINTENDENT/PRESIDENT

None

8. INSTRUCTION

8.1 Agreement – California Community Colleges Chancellor's Office, Capacity Building for Associate Degree in Nursing Programs Grant 05-113-38

It was MSC (Nelson/Henderson, 4-0, Underhill absent) to accept Capacity Building for Associate Degree in Nursing Programs Grant 05-113-38. Fiscal Impact: Income to the District. Grant funds awarded total \$512,724.00 for a three (3) year performance period.

8.2 Agreement for Personal Services – Non Profit Development Services

It was MSC (Koenig/Nelson, 4-0, Underhill absent) to approve the agreement with Non-Profit Development Services for grant services and program implementation for the Capacity Building. Fiscal Impact: None to the District. Grant funds allocated \$49,280.00 (\$24,640 per year) for the period covering July 2, 2006 – June 30, 2008.

9. STUDENT SERVICES

None

10. ADMINISTRATIVE SERVICES

None

11. HUMAN RESOURCES

None

12. INFORMATION/DISCUSSION

12.1 Moved to Action Items - Classified Resignations

13. TRUSTEE COMMENTS

PUBLIC COMMENTS RELATED TO NON-AGENDA ITEMS: None

14. ADJOURNMENT

It was MSC (Elder/Henderson, 4-0 Underhill absent) to adjourn the meeting at 6:20 p.m. The motion approved unanimously.

ADMINISTRATIVE SERVICES

SEPTEMBER 12, 2006

TOPIC: RENEWAL SOFTWARE LICENSING – COMPUTERLAND OF SILICON VALLEY

The district desires to renew the annual software licensing with Computerland of Silicon Valley. This renewal will provide site license for the product and the server for Microsoft Campus Agreement for 517 Faculty and Staff FTEs. This renewal will be effective for the period of October 01, 2006 through September 30, 2007.

Fiscal Impact: Budgeted item, not to exceed \$28,347.25

RECOMMENDATION:

It is recommended that the Board of Trustees approve the renewal of the annual software licensing with Computerland of Silicon Valley as noted.

REFERENCE FOR AGENDA: YES

General Counsel Review: YES NO NOT APPLICABLE

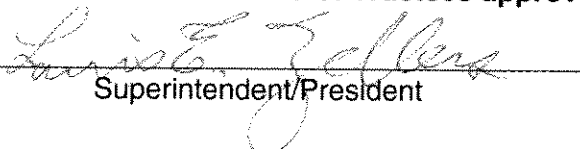
I recommend the Board of Trustees approve this item



Vice President, Administrative Services

Date 8/15/06

I recommend the Board of Trustees approve this item



Superintendent/President

Date 9/5/06

ACTION TAKEN BY THE BOARD:

MOTION _____

SECOND _____

Ayes _____ Noes _____

INFORMATION ONLY _____

Product & Server License Option Sheet

Foundation for California Community Colleges Microsoft Campus Agreement V3.4-2006 (y 2 of 3)

Please **FAX** copy of PO to ComputerLand of Silicon Valley by **9/8/06** or earlier!

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

Please note:

- ◆ This form is designed for online data entry and auto-calculation, though you may print and enter by hand if you wish.
- ◆ All products ordered on last year's Campus Agreement must be renewed.
 - The only exception is Virtual Server which is now a free download from Microsoft
- ◆ You may add additional optional desktop and server products.
- ◆ Enter the full FTE count provided to you on the FTE calculation letter for any desktop products or options.
- ◆ Order 5 or more server licenses and receive a complementary TechNet Plus Subscription.

ENTER DATA IN THE YELLOW SHADED AREAS

1. Contact information:

Institution Name:	Victor Valley College
Primary Contact Name: (This person will receive all notifications from Microsoft regarding the agreement)	Jon Booth
Primary Contact Phone:	(760) 245-4271 x2304
Primary Contact Email:	boothj@vvc.edu

2. Calculating the total for your Purchase Order

	Item Price Per FTE (A)	FTE Count (B)	Multiply A x B and enter total
Choose the Enhanced Desktop Bundle your college will be purchasing - Please enter FTE count provided on the FTE Calculation letter. Note: You must include ALL of your institution FTE Count for the desktop bundle products			
Faculty/Staff Enhanced Campus Desktop Bundle consisting of:			
<ul style="list-style-type: none"> • Office Pro (Win & Mac) • Windows Upgrade • Core CALs which includes: <ul style="list-style-type: none"> -Windows Server CALs -Exchange Server CALs -System Management Server CALs -SharePoint Portal Server CALs • FrontPage • Visual Studio Pro 	\$54.25	517	\$ 28,047.25
FACULTY/STAFF Optional Desktop Products - Please enter FTE count to add options			
Note: You must include ALL of your institution FTE Count for the optional products			
Microsoft Project Pro	\$4.00		
Microsoft OneNote	\$4.00		
Microsoft Visio Pro	\$4.00		
Microsoft MapPoint	\$4.00		
Microsoft Encarta	\$4.00		
Microsoft SQL Server CAL	\$4.00		
Servers		Enter total from page 2 →	\$ 300.00
Total for PO →			\$ 28,347.25

3. Server Options. Indicate the quantity of optional server licenses you wish to purchase under the Microsoft Campus Agreement. Keep in mind that the server licenses purchased under the Campus Agreement will need to be RENEWED on a yearly basis. If you subscribe to **FIVE** or more server licenses under the Campus Agreement, you will be able to obtain the Technet Plus/Managed Newsgroups benefit!!!

Item Name	Price per license	Number of licenses	Total Amount
Microsoft Exchange Server Standard	\$147		
Microsoft Exchange Server Enterprise	\$525		
Microsoft Exchange External Connector	\$8,550		
Microsoft SharePoint Portal Server	\$835		
Microsoft SharePoint Portal Server External Connector	\$5,135		
Microsoft SQL Server Standard 32 Bit	\$134		
Microsoft SQL Server Standard 64 Bit	\$134		
Microsoft SQL Server Standard Itanium 64	\$134		
Microsoft SQL Server Standard (1 Processor License) 32 Bit	\$959		
Microsoft SQL Server Standard (1 Processor License) 64 Bit	\$959		
Microsoft SQL Server Standard (1 Processor License) Itanium 64	\$959		
Microsoft SQL Server Enterprise 32 Bit	\$1,279		
Microsoft SQL Server Enterprise 64 Bit	\$1,279		
Microsoft SQL Server Enterprise Itanium 64	\$1,279		
Microsoft SQL Server Enterprise (1 Processor License) 32 Bit	\$3,833		
Microsoft SQL Server Enterprise (1 Processor License) 64 Bit	\$3,833		
Microsoft SQL Server Enterprise (1 Processor License) Itanium 64	\$3,833		
Identity Integration Server Enterprise (1 Processor License)	\$4,572		
Microsoft Sys Mgmt Server Enterprise	\$52		
Microsoft Sys Mgmt Server Enterprise w/ SQL 2000 Tech	\$224		
Microsoft Windows Server Standard	\$50	6	\$ 300.00
Microsoft Windows Server Enterprise	\$194		
Microsoft Windows Server Web Edition	\$74		
Microsoft Windows Server External Connector	\$320		
Microsoft Terminal Server External Connector	\$1,370		
Microsoft Host Integration Server (1 Processor License)	\$499		
Microsoft ISA Server Standard (1 Processor License)	\$271		
Microsoft ISA Server Enterprise (1 Processor License)	\$952		
Microsoft BizTalk Server Standard (1 Processor License)	\$998		
Microsoft BizTalk Server Enterprise (1 Processor License)	\$4,991		
Content Management Server Standard (1 Processor Lic)	\$1,198		
Content Management Server Enterprise (1 Processor Lic)	\$4,279		
MOM Operations Mgmt License (OML) - Requires MOM Server	\$71		
MOM Operations Mgmt Svr Enterprise			
*Requires OML for each managed device	\$98		
MOM Operations Mgmt Svr Enterprise w/SQL 2000 Tech			
*Requires OML for each managed device	\$225		
Office Live Communication Server Standard	\$136		
Office Live Communication Server Enterprise	\$545		
Office Live Communication Server External Connector	\$1,825		
Project Server	\$33		
Class Server	\$1,360		
Total Server License \$ Amount	→	\$	300.00

YOU HAVE ORDERED 5 OR MORE SERVERS AND QUALIFY FOR A COMPLEMENTARY TECHNET PLUS SUBSCRIPTION. YOU CAN ACTIVATE THIS BENEFIT VIA THE MVLS WEB SITE.

FTE Calculation Microsoft Campus Agreement 2005-08

Larry Toy, Ph.D.
August 1, 2006

This marks year two of a three year agreement for the Microsoft Campus Agreement. As with our previous agreement with Microsoft, the price per FTE will be held constant over the three year period. There are also some additional options that are available which are explained separately. As we did last year, you will be paying on the basis of FTE. Because of the October 1 date of the Campus Agreement annual renewal, we use the previous October (2005) numbers for each district and college.

Please note, because of our ability to reduce the FTE count by both overload and leave FTE, taken statewide, **you are paying for fewer FTE** than your actual FTE count.

Notes:

- A. In the Foundation's Campus Agreement we provide four cost advantages, making our agreement the lowest cost in the nation:
1. We reduce the actual FTE counts by the percentage of faculty on overload teaching status (since they count as more than 1 FTE in the reports to the Chancellor's Office).
 2. We reduce the actual FTE counts by the number of faculty and staff on leave (who are counted as FTE employees, but are not on campus that year).
 3. We have received a private ruling from the State Board of Equalization that allows our reseller not to charge sales tax on the licenses. This is because we have structured the agreement so that Computerland does not provide any tangible product to you, only the license. For this agreement, you will be able to download all the software products and upgrades covered by the agreement on the Microsoft Volume Licensing Site. You may burn CD's to provide back up copies, but the private ruling from the BOE no longer allows us to provide or sell CD's of the software to you.
 4. Through Computerland we provide a significant discount below retail.

The total effect of these advantages provides a 20% reduction in the license cost from the retail group purchase price. We have a price freeze during the three year term (2005-2008) of our current agreement.

Although the price per adjusted FTE is \$54.25, with no sales tax, the price per actual FTE is \$48.04 plus tax. The options, priced at \$4.00 per adjusted FTE with not sales tax, have a true price of \$3.54 per true FTE plus tax.

- B. For multi-college districts we took the FTE staff at district headquarters (and for those districts which have centers listed with separate FTE) and prorated their numbers to the colleges in proportion to the FTE counts at each college. This is because the Microsoft Campus Agreement can only be issued to accredited colleges and your district headquarters and centers are not accredited colleges.
- C. Below you will see your October 2005 FTE counts, and the FTE number for this year. For districts we have included all colleges in the district total.

FCCC Microsoft Campus Agreement – August 1, 2006

Comparison of Adjusted FTE Charge and Actual FTE

College: **Victor Valley**

Actual FTE* (October 2005): **543**

Adjusted FTE to be used This Year (2006-07): 517

*Chancellor's Office Data Mart www.cccco.edu

ADMINISTRATIVE SERVICES

SEPTEMBER 12, 2006

TOPIC: FUNDING FOR PHASE 2 - PUBLIC ECONOMICS, INC.

The district wishes to fund Phase II services of its January 2006 board approved agreement as detailed in the attached document.

The College participates in several redevelopment projects within the cities of Apple Valley, Hesperia, and Victorville, as well as the Victor Valley Redevelopment Authority (for former George Air Force Base). The firm of Public Economics, Inc. has expertise in the analysis of redevelopment entitlement contracts. This funding is for Phase II of three phases, which will analyze the revenue stream to the district and project the revenue for each redevelopment project. These funds can be used to support facilities renovations, improvements and other related enhancements.

Fiscal Impact: \$25,000.00 reimbursable from proceeds of the redevelopment funds.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the funding for Phase II services of it's original agreement with Public Economics, Inc.

REFERENCE FOR AGENDA: YES

General Counsel Review: YES NO NOT APPLICABLE

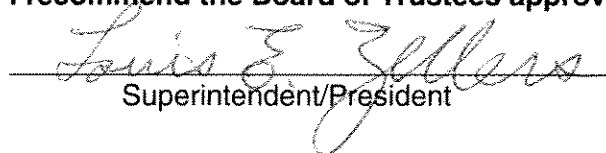
I recommend the Board of Trustees approve this item



Vice President, Administrative Services

Date 8/30/06

I recommend the Board of Trustees approve this item



Superintendent/President

Date 9-5-06

ACTION TAKEN BY THE BOARD:

MOTION _____

SECOND _____

Ayes ___ Noes ___

INFORMATION ONLY _____

EXHIBIT A
Redevelopment Consulting Services
Scope of Work

The Scope of Work includes the following tasks needed to identify, quantify, protect, and maximize the District's entitlements to payments from redevelopment agencies ("RDAs"). These tasks include the following:

1. **Background Information**

Provide background information to District staff and/or the District's Board of Trustees about redevelopment and pass-through entitlements in general, and due diligence requirements needed to protect, maximize, and utilize redevelopment payments.

Work Products: Prepare and provide written materials. Presentations to District staff or Board.

2. **Analysis of District Entitlements**

Confirm District entitlements to payments from all redevelopment projects ("Projects") within the District. This includes:

- Determine overlap between District boundaries and all cities and unincorporated areas within which Projects may be located
- Obtain copies of pass-through agreements or other contractual entitlements, whether from the District or from individual RDAs, and analyze evaluate, and summarize such agreements
- Obtain unpublished data from San Bernardino County Auditor-Controller ("A-C") for the District portion of each Project area (including tax rate area level for "partial projects," if any), including but not limited to:
 - ✓ District share of general property tax levy
 - ✓ Base year assessed value
 - ✓ Current year assessed value
 - ✓ Gross tax increment from 1 percent basis levy
- Determine amounts and sources of all redevelopment payments received by District (or deposited into RDA fund on District's behalf) since July 1, 1999, and review accompanying RDA correspondence or documentation (if any)
- Make preliminary determination regarding potential entitlement payment issues
- Provide District staff with written information concerning nature of District entitlements

Work Product: Memorandum report of preliminary findings, including tabular summary of District's actual and potential redevelopment entitlements by Project and type, and relevant Project/entitlement parameters

3. Redevelopment Payment Accounting

Work with District, San Bernardino County Office of Education, and/or County A-C as needed to facilitate segregation and proper accounting and reporting of all redevelopment payments to District, using 47.5 percent of AB 1290 payments for revenue level offset as required by HSC 33507.5. Inform District regarding utilization of each source of redevelopment payments consistent with corresponding statutory and/or contractual requirements, including but not limited to deferred maintenance, lease or purchase of relocatable classrooms, General Fund reimbursement for past facility expenditures, debt service on existing or future lease purchase financings, etc..

Work Products: Correspondence, budget-related reports

4. Past Payment Entitlements

Determine amount of District pass-through entitlements for FYs 2000-01 through 2004-05 (or most recent prior year, depending on availability of payment data). Determinations will be based on unpublished data from the County A-C for the District portion of each Project (at the tax rate area level for "partial projects," if any)

Compare District entitlements to amounts actually received by District to determine extent of non-compliance by RDAs for year in question. Analyze and evaluate potential reasons for non-compliance, and review with District staff. If underpayment amounts are sufficient, at direction of District staff, repeat process for additional prior years.

Work Products: Work sheets, correspondence

5. Future Payments

Prepare projections of future payments to District from all redevelopment entitlements, based on assessed valuations in FY 2005-06, and estimate the net bonding capacity (i.e., net construction proceeds) of projected future payments. Provide District staff with written information concerning nature of District entitlements, and due diligence requirements needed to protect, maximize, and utilize redevelopment payments

Work Products: Cash flow projections, correspondence

6. Official Report

Prepare formal written report incorporating final findings, including:

- Summary of entitlements
- Growth scenarios
- Implementation methods
- Summary of prior year entitlement amounts
- Summary of future year projections
- Payment reporting and accounting

- Legislative issues
- Next steps

Work Products: Multi-volume written report

7. Past Payment Collection

Based on recommendations in Official Report, work with District staff to develop strategy to collect past due or retroactive payments, and enforce District entitlements generally. In conjunction with District legal counsel (if needed), implement strategy to collect past due payments, including as needed:

- Prepare correspondence and/or demand letters (including documentation) to RDAs and/or County A-C
- Meet with RDAs and/or County A-C, evaluate responses, negotiate settlement agreements as needed, and ensure correct implementation of entitlements in the future

Work Products: Correspondence, documentation, meetings, agreements

8. Financing Plan

Based on recommendations in Official Report, if District decides to utilize redevelopment payments for debt service on existing or new lease purchase financings:

- Help District structure of implement such financings under alternative issuance scenarios (including different and/or multiple issuance years), interest rates, and debt service structures, accounting for different usage restrictions, etc.
- Determine optimal financing approach and implement financing mechanisms as needed

Work Products: Financing documents, cash flow projections, certifications

9. Other Implementation Services

Assist District in implementing other recommendations set forth in Official Report

Work Products: Correspondence, etc.

X Phasing

Tasks 1 through 9 are proposed for completion in three phases. Phase 1 includes Tasks 1 through 3, Phase 2 includes Tasks 4 through 7, and Phase 3 includes Tasks 7 through 9.

Limitations

If tasks or services are required or requested that are not included in the Scope of Work or for which inadequate budget is available, then such tasks may be identified as Additional Work. Additional Work will only be performed at the District's request.

**ADDENDUM 1 TO
EXHIBIT B
REDEVELOPMENT CONSULTING SERVICES
PHASE 2 BUDGET**

The Budget for completing Phase 2 tasks for all 11 actual RDA pass-through entitlements shall not exceed \$25,000 (including expenses), in addition to Budget remaining (if any) from Phase 1. All Phase 2 tasks will be billed at the following hourly rates:

Principal	\$210
Consultant*	\$125 to \$195
Research Assistant	\$110

* Specific billing rates will depend on expertise of individual professional performing work

Because completion of some Phase 2 tasks (e.g., Task 7) depends in part on actions by others (e.g., individual RDAs) which are not under Consultant's control, *the Phase 2 Budget is an allowance, which may or may not be sufficient to complete all Phase 2 tasks.*

No budget is provided at this time for Phase 3 tasks, which depend on the findings of Phase 2. Budget for Phase 3 tasks will be provided at the appropriate time at the request of District.

Tasks (if any) performed jointly for District and other clients of Consultant will be billed using reduced hourly rates. While representing multiple clients involves additional time and expense for Consultant, economies of scale on many tasks result in substantially lower overall costs to each client. Irrespective of the number of other clients receiving joint or related services, *if Consultant can complete any phase of the Scope of Work for less than the corresponding Budget, (i) District will only be charged for time and materials actually expended, and (ii) at District's option, any remaining Budget may be applied to future phases.*

General Conditions

As set forth in the Agreement, costs to Consultant of incidental expenses pertaining to the Scope of Work are included in the Budget and will be charged on a cost recovery basis. Unless advised to the contrary by District, Consultant will submit single monthly invoices for all services. Each monthly invoice will show specific services provided and expenses incurred. Services and expenses incurred for which separate budgets have been identified above will be shown separately.

Additional Work (if any) defined in Exhibit A will also be clearly identified in each monthly invoice. Additional Work (if any) will be payable on a time and materials basis using the hourly rates shown above.

The entire cost of services under the Agreement may be paid or reimbursed from the proceeds of RDA pass-through payments (or with the approval of bond counsel, from the proceeds of lease-purchase or other financings secured or repaid with such payments), *thereby avoiding any burden on District's General Fund.*

IN WITNESS WHEREOF, the parties hereto have accepted this Addendum 1 to Exhibit Agreement:

Addendum 1 to Exhibit B
Page 2

Dated: _____

Public Economics, Inc.
820 W. Town and Country Road
Orange, California 92868

By: _____
Dante Gumucio
Chief Executive Officer

Dated: _____

Victor Valley Community College District

By: _____
Its: _____

ADMINISTRATIVE SERVICES

SEPTEMBER 12, 2006

TOPIC: PROPERTY DISPOSAL

The district wishes to dispose of surplus equipment no longer of use or value to the college under Education Code 81450. The district has a contract with The Liquidation Company for auctioneer services and will use this process to dispose of the surplus equipment on the attached list.

Fiscal Impact: The District will get the proceeds from the auction.

RECOMMENDATION:

It is recommended the Board of Trustees approve the disposal of surplus equipment on the attached list through the auctioneer services of The Liquidation Company.

REFERENCE FOR AGENDA: YES

General Counsel Review: YES NO NOT APPLICABLE


I recommend the Board of Trustees approve this item



Vice President, Administrative Services

Date 8/15/06

I recommend the Board of Trustees approve this item



Superintendent/President

Date 9-5-06

ACTION TAKEN BY THE BOARD:

MOTION _____

SECOND _____

Ayes ___ Noes ___

INFORMATION ONLY _____

Property Disposal by Auction Index

Equipment Description	Department	Asset Tag or License Number	Aquisition Date	Initial Cost	Current Value	Reason For Disposal
1989 Ford F-250 Pick-up Truck	Maintenance	1049447	Dec-99		\$500.00	Destroyed by Fire
1988 Ford Ranger Pick-up Truck	Maintenance	989602	Sep-97		\$500.00	Cannot Pass Smog / Beyond Economic Repair
1988 Dodge Dakota Pick-up Truck	Maintenance	282010	Feb-89		\$500.00	Cannot Pass Smog / Beyond Economic Repair
Portable Softball Backstop	Athletics		N/A		\$100.00	Destroyed by Weather / Beyond Economic Repair
Portable Electric Generator	Maintenance	26800-65	N/A	Donation	\$300.00	Parts no longer available
Portable Electric Generator	Maintenance	26800-98	N/A	Donation	\$300.00	Parts no longer available
Xerox Copier, Model 5328, Ser #3DGG030917	Athletics		N/A		\$500.00	Beyond Economic Repair
Cincinnati Milling Machine	Voc. Ed.	4A4P1Z-132	N/A	Donation	\$2,000.00	Excess Equipment
VHF Radios - Lot	Maintenance	See List	N/A		\$500.00	No Longer Repairable
1991 Ford Aerostar Van	Maintenance	381885	N/A		\$500.00	Major Engine Damage / Beyond Economic Repair
1991 Plymouth Voyager Van	Maintenance	381891	N/A		\$500.00	Major Engine Damage / Beyond Economic Repair
1985 Chevrolet S-10 Pick-Up Truck	Maintenance	959082	N/A		\$500.00	Major Engine Damage / Beyond Economic Repair
John Deere AMT-622 Support Vehicle	Maintenance	N/A	N/A		\$300.00	Major Engine Damage / Beyond Economic Repair
Hill-Rom Hospital Bed	Allied Health	1928	N/A		\$200.00	Excess Equipment
Hill-Rom Hospital Bed	Allied Health	1925	N/A		\$200.00	Excess Equipment
3 Nova Computer Stations (No Electronics)	Allied Health		N/A		\$300.00	Excess Equipment
Cateye Sit Down Cycle	P.E.		N/A		\$100.00	Beyond Economic Repair
Cateye Sit Down Cycle	P.E.	3075	N/A		\$100.00	Beyond Economic Repair
Bally Lifecycle Exercise Bike	P.E.		N/A		\$100.00	Beyond Economic Repair
Bally Lifecycle Exercise Bike	P.E.		N/A		\$100.00	Beyond Economic Repair
Cybox Exercise Bike	P.E.		N/A		\$100.00	Beyond Economic Repair
Cybox Exercise Bike	P.E.		N/A		\$100.00	Beyond Economic Repair
Wymore Exercise Machine	P.E.		N/A		\$100.00	Beyond Economic Repair
Cybox Eagle Neck Exerciser	P.E.	3098	N/A		\$100.00	Beyond Economic Repair
Sun Emission Analyzer Model MGA9000	Automotive	0290B0762	N/A		\$200.00	Beyond Economic Repair
Sun Emission Analyzer Model MGA9000	Automotive	9609B0134	N/A		\$200.00	Beyond Economic Repair
Sun Emission Analyzer Model MGA9000	Automotive	1290B5043	N/A		\$200.00	Beyond Economic Repair
Sun Emission Analyzer Model MGA9000	Automotive	0990B4565	N/A		\$200.00	Beyond Economic Repair
Sun Emission Analyzer Model MGA9000	Automotive	1093B0138	N/A		\$200.00	Beyond Economic Repair
US Robotics Emissions Test Center	Automotive	0082-05006430021390	N/A		\$200.00	Beyond Economic Repair
Blodgett Oven	Aux. Services		N/A		\$300.00	Excess Equipment

Wildier Oven Model MPS-8000-OR	Aux. Services	24166-00012-0001	N/A	\$300.00	Excess Equipment
Perfect Fry Fryer Model PFC5700	Aux. Services	57099	N/A	\$200.00	Excess Equipment
Hoshizake Ice Maker Model KM-500MAE	Aux. Services	G19024H	N/A	\$500.00	Excess Equipment
DoughPro Pizza Maker Model DP1100	Aux. Services	8754	N/A	\$100.00	Excess Equipment
Wildier Oven Model MPS-8010-OR	Aux. Services	25433-00012-0000	N/A	\$300.00	Excess Equipment
Carter-Hoffman Tray Cart Model TO-8631-V	Aux. Services	I21872	N/A	\$50.00	Excess Equipment
Cornelius Ice Tea Maker Model LBIT-1-U	Aux. Services	63F0127LT036	N/A	\$50.00	Excess Equipment
Wildier Tray Cart	Aux. Services		N/A	\$50.00	Excess Equipment
DR Coffee Bean Grinder	Aux. Services	RR45	N/A	\$20.00	Excess Equipment
Cheese Grater w/ Cart	Aux. Services		N/A	\$50.00	Excess Equipment
Sharp Microwave Oven Model R3A68	Aux. Services	29254	N/A	*	Excess Equipment
CMA Espresso Machine Model SME	Aux. Services	163755	N/A	\$200.00	Excess Equipment
Grind Master Coffee Grinder Model 250	Aux. Services	355246	N/A	\$20.00	Excess Equipment
Perfect Fry Fryer Model PFC5700	Aux. Services	56711	N/A	\$200.00	Excess Equipment
Taylor Ice Cream Machine Model 321-27	Aux. Services	H7068677	N/A	\$500.00	Excess Equipment
Cleveland Steamer Model 24CGM200	Aux. Services	WC38187-97B	N/A	\$200.00	Excess Equipment
American Permanentware Steam Table	Aux. Services	97006-023	N/A	\$300.00	Excess Equipment

Total Value of Disposed Property

\$13,040.00

* Due to liability concerns, this piece of equipment will be destroyed and disposed of as scrap.

ADMINISTRATIVE SERVICES

SEPTEMBER 12, 2006

TOPIC: BOARD OF TRUSTEES TRANSFERS & PAYMENTS REPORTS

This is of a routine nature.

RECOMMENDATION:

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

REFERENCE FOR AGENDA: YES

General Counsel Review: YES ___ NO ___ NOT APPLICABLE X ___

I recommend the Board of Trustees approve this item



Vice President, Administrative Services

Date 8/15/06

I recommend the Board of Trustees approve this item



Superintendent/President

Date 9-5-06

ACTION TAKEN BY THE BOARD:

MOTION _____

SECOND _____

Ayes ___ Noes ___

INFORMATION ONLY _____

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
BUDGET TRANSFERS/INTERFUND TRANSFERS
September 12, 2006

Batch	Reference	Fund
BUDGET TRANSFERS		
569	60274	78
574	60278	75
656	60306	01
INTERFUND TRANSFERS		
553	63308	01/72
557	63316	01/73
559	63317	01/72

**BOARD PAYMENT REPORT
BOARD OF TRUSTEES MEETING, SEPT 12,2006**

	General Fund	Cafeteria	Cap Projects Fund	Child Dev Ctr Fund	Insurance Trust
BATCH 001	\$ 7,023.00				
BATCH 002	\$ 26,714.51				
BATCH 003	\$ 53,420.94				
BATCH 003A	\$ 77,180.19				
BATCH 004	\$ 49,180.76				
BATCH 005	\$ 41,756.52				
BATCH 006	\$ 12,809.45				
BATCH 006A	\$ 21,152.86				
BATCH 007	\$ 2,586.31				
BATCH 007A	\$ 41,854.45				
BATCH 008	\$ 2,879.62				
BATCH 008A					
BATCH 009 CONTAINS NO BATCH					
BATCH 010	\$ 15,174.74			\$1,299.43	
BATCH 011	\$ 167,322.06				
BATCH 011A					
BATCH 012 CONTAINS NO BATCH					
BATCH 012A					
BATCH 013 CONTAINS NO BATCH				\$8,549.55	
BATCH 014	\$ 40,869.61				
BATCH 014A	\$ 73,560.65				
BATCH 015 CONTAINS NO BATCH					
BATCH 015A	\$ 20,580.00				
BATCH 016	\$ 125,723.30				
BATCH 016A	\$ 8,572.85				

BOARD REPORTS
BOARD OF TRUSTEES MEETING, SEPT 12, 2006

	General Fund	Cafeteria	Cap Projects Fund	Child Dev Ctr Fund	Insurance Trust
BATCH 017	\$ 13,003.20				
BATCH 017A	\$ 110,292.31				
BATCH 018	\$ 317.37				
BATCH 019	\$ 5,844.91				
BATCH 020	\$ 36,706.81				
BATCH 021			\$59.15		
BATCH 021A			\$10,545.50		
BATCH 022	\$ 16,483.87				
BATCH 022A	\$ 44,948.14				
BATCH 023	\$ 2,607.64				
BATCH 024				\$1,236.08	
BATCH 024A				\$1,859.78	
BATCH 025	\$ 8,585.63				\$14,061.83
BATCH 026					
BATCH 027	\$ 577.72				
BATCH 028	\$ 576.47				
BATCH 029 VOIDED					
BATCH 029A	\$ 1,239.64				
BATCH 030 VOIDED					
BATCH 030A	\$ 4,545.98				
BATCH 031	\$ 1,610.50				
BATCH 032			\$2,700.00		
BATCH 032A			\$3,325.50		
BATCH 033 VOIDED					
BATCH 033A			\$59,463.00		
BATCH 034	\$ 1,625.00				
BATCH 035	\$ 3,518.00				
BATCH 036	\$ 1,951.00				
BATCH 037	\$ 1,494.12				
BATCH 037A	\$ 2,400.00				
BATCH 038			\$4,342.00		
BATCH 039	\$ 1,109.00				
BATCH 040	\$ 6,141.48				
BATCH 040A	\$ 5,962.38				
BATCH 041	\$ 4,781.98				

BOARD REPORTS

BOARD OF TRUSTEES MEETING, SEPT 12, 2006

	General Fund	Cafeteria	Cap Projects Fund	Child Dev Ctr Fund	Insurance Trust
BATCH 041A	\$ 1,200.55				
BATCH 042					
BATCH 043 VOIDED			21.81		
BACH 043A	\$ 2,552.85				
BATCH 044	\$ 416.59				
BATCH 045	\$ 767.48				
BATCH 046	\$ 510.79				
BATCH 047 VOIDED					
BATCH 047A	\$ 3,966.09				
BATCH 048	\$ 36.96				
BATCH 049	\$ 2,547.00				
BATCH 050	\$ 1,78,660.68				
BATCH 051	\$ 1,728.55				
BATCH 052 VOIDED					
BATCH 052A			\$4,919.69		
BATCH 053	\$ 1,247.00				
BATCH 054 CONTAINS NO BATCH					
BATCH 055	\$ 2,740.00				
BATCH 056	\$ 7,266.88				
BATCH 056A	\$ 1,967.20				
BATCH 057			\$167.62		
BATCH 058	\$ 104.00				
BATCH 059 CONTAINS NO BATCH					
BATCH 059A	\$ 63,013.88				\$167.07
BATCH 060					
BATCH 061 CONTAINS NO BATCH					
BATCH 062					\$797.77
BATCH 063 CONTAINS NO BATCH					
BATCH 063A	\$ 23,418.11				
BATCH 064	\$ 1,420.80				
BATCH 064A	\$ 128,004.46				
BATCH 065	\$ 34.54				
BATCH 066	\$ 330.17				
BATCH 067	\$ 115.84				
BATCH 068	\$ 11.53				
BATCH 069	\$ 13.14				
BATCH 070	\$ 504.44				

BOARD PAYMENT REPORT

BOARD OF TRUSTEES MEETING, SEPT 12, 2006

BATCH 071	\$	59.08		
BATCH 072	\$	383.18		
BATCH 073	\$	104.53		
BATCH 074	\$	2,589.47		
BATCH 075	\$	15,965.00		
BATCH 076	\$	58.81		
BATCH 077	\$	24,119.32		
BATCH 078	\$	45,234.60		
BATCH 078A	\$	3,026.33		
BATCH 079 CONTIANS NO BATCH				
BATCH 080	\$	2,041.48		
BATCH 081	\$	967.33		
BATCH 082	\$	1,267.93		
BATCH 083	\$	860.16		
BATCH 084	\$	1,374.37		
BATCH 085	\$	6,189.53		
BATCH 086	\$	63,666.92		
BATCH 087	\$	95,671.57		
BATCH 087A	\$	23,000.00		
BATCH 088	\$			
BATCH 089	\$	57.42		\$2,262.75
BATCH 090	\$			
BATCH 090A	\$			
BATCH 091	\$	54,205.64		
BATCH 092	\$			
BATCH 093	\$			\$5,850.00
BATCH 093A	\$			\$207,998.41
BATCH 094	\$			\$9,379.80
BATCH 094A	\$			\$14,292.90
BATCH 095	\$	947.03		
BATCH 096	\$	6,064.71		
BATCH 096A	\$	39,091.91		
BATCH 097 CONTAINS NO BATCH	\$			
BATCH 097A	\$	462,471.72		
BATCH 098 VOIDED	\$			
BATCH 098A	\$	19,463.00		
BATCH 99 VOIDED	\$			
BATCH 99A	\$	2,387.05		
TOTAL	\$	2,358,512.59	\$327,838.13	\$14,452.07
				\$36,506.05

BOARD PAYMENT REPORT
 BOARD OF TRUSTEES MEETING, SEPT 12, 2006

	General Fund	Cafeteria	Cap Projects Fund	Child Dev Ctr Fund	Insurance Trust
BATCH 001	\$ 7,023.00		\$2,510.00		
BATCH 002	\$ 26,714.51				
BATCH 003	\$ 53,420.94				
BATCH 003A	\$ 77,180.19				
BATCH 004	\$ 49,180.76				
BATCH 005	\$ 41,756.52				
BATCH 006	\$ 12,809.45				
BATCH 006A	\$ 21,152.86				
BATCH 007	\$ 2,586.31				
BATCH 007A	\$ 41,854.45				
BATCH 008	\$ 2,879.62				
BATCH 008A					
BATCH 009 CONTAINS NO BATCH					
BATCH 010	\$ 15,174.74			\$1,299.43	
BATCH 011	\$ 167,322.06				
BATCH 011A					
BATCH 012 CONTAINS NO BATCH					
BATCH 012A				\$8,549.55	
BATCH 013 CONTAINS NO BATCH					
BATCH 014	\$ 40,869.61				
BATCH 014A	\$ 73,560.65				
BATCH 015 CONTAINS NO BATCH					
BATCH 015A	\$ 20,560.00				
BATCH 016	\$ 125,723.30				
BATCH 016A	\$ 8,572.85				

BOARD REPORTS
BOARD OF TRUSTEES MEETING, SEPT 12, 2006

	General Fund	Cafeteria	Cap Projects Fund	Child Dev Ctr Fund	Insurance Trust
BATCH 017	\$ 13,003.20				
BATCH 017A	\$ 110,292.31				
BATCH 018	\$ 317.37				
BATCH 019	\$ 5,844.91				
BATCH 020	\$ 36,706.81				
BATCH 021					
BATCH 021A					
BATCH 022	\$ 16,483.87				
BATCH 022A	\$ 44,948.14				
BATCH 023	\$ 2,607.64				
BATCH 024					
BATCH 024A					
BATCH 025	\$ 8,585.63				
BATCH 026					
BATCH 027	\$ 577.72				
BATCH 028	\$ 576.47				
BATCH 029	VOIDED				
BATCH 029A					
BATCH 030	VOIDED				
BATCH 030A	\$ 1,239.64				
BATCH 031	\$ 4,545.98				
BATCH 032	\$ 1,610.50				
BATCH 032A					
BATCH 033	VOIDED				
BATCH 033A					
BATCH 034	\$ 1,625.00				
BATCH 035	\$ 3,518.00				
BATCH 036	\$ 1,951.00				
BATCH 037	\$ 1,494.12				
BATCH 037A	\$ 2,400.00				
BATCH 038					
BATCH 039	\$ 1,109.00				
BATCH 040	\$ 6,141.48				
BATCH 040A	\$ 5,962.38				
BATCH 041	\$ 4,781.98				
BOARD REPORTS					
			\$59.15		
			\$10,545.50		
				\$1,236.08	
				\$1,859.78	
					\$14,061.83
			\$2,700.00		
			\$3,325.50		
			\$59,463.00		
					\$4,342.00

BAORD OF TRUSTEES MEETING, SEPT 12, 2006

	General Fund	Cafeteria	Cap Projects Fund	Child Dev Ctr Fund	Insurance Trust
BATCH 041A	\$ 1,200.55				
BATCH 042					
BATCH 043 VOIDED					
BACH 043A				21.81	
BATCH 044	\$ 2,552.85				
BATCH 045	\$ 416.59				
BATCH 046	\$ 767.48				
BATCH 047 VOIDED	\$ 510.79				
BATCH 047A					
BATCH 048	\$ 3,966.09				
BATCH 049	\$ 36.96				
BATCH 050	\$ 2,547.00				
BATCH 051	\$ 178,660.68				
BATCH 052 VOIDED	\$ 1,728.55				
BATCH 052A					
BATCH 053	\$ 1,247.00				
BATCH 054 CONTAINS NO BATCH					\$4,919.69
BATCH 055	\$ 2,740.00				
BATCH 056	\$ 7,266.88				
BATCH 056A	\$ 1,967.20				
BATCH 057					\$167.62
BATCH 058	\$ 104.00				
BATCH 059 CONTAINS NO BATCH					
BATCH 059A					
BATCH 060	\$ 63,013.88				
BATCH 061 CONTAINS NO BATCH					\$167.07
BATCH 062					
BATCH 063 CONTAINS NO BATCH					\$797.77
BATCH 063A	\$ 23,418.11				
BATCH 064	\$ 1,420.80				
BATCH 064A	\$ 128,004.46				
BATCH 065	\$ 34.54				
BATCH 066	\$ 330.17				
BATCH 067	\$ 115.84				
BATCH 068	\$ 11.53				
BATCH 069	\$ 13.14				
BATCH 070	\$ 504.44				

BOARD PAYMENT REPORT

BOARD OF TRUSTEES MEETING, SEPT 12, 2006

BATCH 071	\$	59.08		
BATCH 072	\$	383.18		
BATCH 073	\$	104.53		
BATCH 074	\$	2,589.47		
BATCH 075	\$	15,965.00		
BATCH 076	\$	58.81		
BATCH 077	\$	24,119.32		
BATCH 078	\$	45,234.60		
BATCH 078A	\$	3,026.33		
BATCH 079 CONTIANS NO BATCH				
BATCH 080	\$	2,041.48		
BATCH 081	\$	967.33		
BATCH 082	\$	1,267.93		
BATCH 083	\$	860.16		
BATCH 084	\$	1,374.37		
BATCH 085	\$	6,189.53		
BATCH 086	\$	63,666.92		
BATCH 087	\$	95,671.57		
BATCH 087A	\$	23,000.00		
BATCH 088			\$2,262.75	\$13,548.69
BATCH 089	\$	57.42		\$8,895.53
BATCH 090				
BATCH 090A	\$	54,205.64		
BATCH 091				
BATCH 092				
BATCH 093				
BATCH 093A				
BATCH 094				
BATCH 094A				
BATCH 095	\$	947.03		
BATCH 096	\$	6,064.71		
BATCH 096A	\$	39,091.91		
BATCH 097 CONTAINS NO BATCH				
BATCH 097A	\$	462,471.72		
BATCH 098 VOIDED				
BATCH 098A	\$	19,463.00		
BATCH 99 VOIDED				
BATCH 099A	\$	2,387.05		
TOTAL	\$	2,358,512.59	\$327,838.13	\$36,506.05

ADMINISTRATIVE SERVICES

SEPTEMBER 12, 2006

TOPIC: DONATIONS

The Victor Valley College Foundation has made expenditures from cash donations to specific funds and scholarships as listed for Victor Valley College (\$73,954.42 in-kind cash donations, \$24,050.79 in scholarships) for a total amount of \$98,005.21. In addition the Foundation has also received property donations as listed. These donations are for the period from July 1, 2006 through July 31, 2006.


RECOMMENDATION:

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

REFERENCE FOR AGENDA: YES

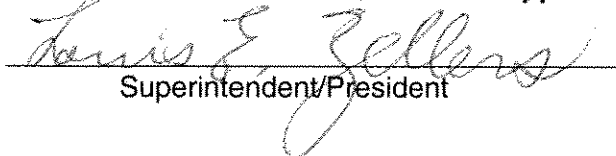
General Counsel Review: YES ___ NO ___ NOT APPLICABLE X

I recommend the Board of Trustees approve this item


Vice President, Administrative Services

Date 8/15/06

I recommend the Board of Trustees approve this item


Superintendent/President

Date 9-5-06

ACTION TAKEN BY THE BOARD:

MOTION _____

SECOND _____

Ayes ___ Noes ___

INFORMATION ONLY _____

VVC FOUNDATION SUPPORT TO VVC
Expenditures Made From Cash Donations
July, 2006

Project Description	Post Date	Trans. Amount	Account Description	Reference
Campus Grants	7/11/2006	\$2,068.00	Equipment / Supplies	1-Lifepak CR Plus Defibrillator for Campus Police
Campus Grants Total:		\$2,068.00		
Dr. Prem Reddy Fund	7/25/2006	\$733.93	Travel	Prem Reddy Grant Expenses
Dr. Prem Reddy Fund	7/25/2006	\$435.00	Meetings/Seminars	Prem Reddy Grant Expenses
Dr. Prem Reddy Fund	7/25/2006	\$38,683.71	Equipment / Supplies	Prem Reddy Grant Expenses
Dr. Prem Reddy Fund Total:		\$39,852.64		
Facilities Fund	7/11/2006	\$14,554.00	Printing	College Brochure Design & Printing
Facilities Fund	7/24/2006	\$512.12	Travel	Travel Reimb - VVC Public Opinion Study
Facilities Fund	7/24/2006	\$7,000.00	Consultants	VVC Planning Svcs. (June 1 - June 30, 2006)
Facilities Fund Total:		\$22,066.12		
Football Team	7/25/2006	\$727.92	Equipment / Supplies	Reimb for Field Paint
Football Team Total:		\$727.92		
Friends of the Library	7/11/2006	\$92.00	Outside Labor	Library Assistance
Friends of the Library Total:		\$92.00		
General Scholarship Clearing Fund	7/11/2006	\$5,908.20	Scholarships	Scholarships Thru 06/15/06
General Scholarship Clearing Fund	7/11/2006	\$11,903.75	Scholarships	Scholarships Thru 07/10/06
General Scholarship Clearing Fund	7/25/2006	\$6,238.84	Scholarships	Scholarships Thru 07/24/06
Scholarships Total:		\$24,050.79		
Paramedic Academy	7/24/2006	\$372.71	Awards & Recognition	Reimb for Paramedic Faculty Awards
Paramedic Academy	7/11/2006	\$480.00	Office Expense	Paramedic Course Completion Cards
Paramedic Academy Total:		\$852.71		
President's Fund	7/24/2006	\$18.80	Meals	Meals for Mtg. on 07/17/06
President's Fund	7/24/2006	\$250.00	Catering	Reimb Catering for Cabinet & Deans Mtg. 06/25
President's Fund	7/11/2006	\$86.20	Hospitality	P Vegna Flowers
President's Fund Total:		\$355.00		
Ricci, Melody (Campus Grant)	7/24/2006	\$25.00	Outside Labor	Biotech Brigade Student Stipend 05-'06'
Ricci, Melody (Campus Grant)	7/24/2006	\$40.00	Outside Labor	Biotech Brigade Student Stipend 05-'06'
Ricci, Melody (Campus Grant) Total:		\$65.00		

VVC FOUNDATION SUPPORT TO VVC
Expenditures Made From Cash Donations
July, 2006

Project Description	Post Date	Trans. Amount	Account Description	Reference
The California Wellness Foundation	7/24/2006	\$2,656.03	Printing	Health Sciences Brochure Printing
The California Wellness Foundation	7/25/2006	\$2,200.00	Grants Awarded	Grant Admin. 07/6/06 - 07/21/06
The California Wellness Foundation	7/11/2006	\$1,618.50	Grants Awarded	Grant Admin 06/16/06 - 07/05/06
The California Wellness Foundation	7/11/2006	\$812.50	Grants Awarded	Capacity Bldg Implementation Services
TCWF Total:		\$7,287.03		
West, Margaret (Campus Grant)	7/25/2006	\$588.00	Admission / Entry Fees	Credit Card Charges
West, Margaret (Campus Grant) Total:		\$588.00		
GRAND TOTAL:		\$98,005.21		

ADMINISTRATIVE SERVICES

SEPTEMBER 12, 2006

TOPIC: TRAINING PROPOSAL – TIER TECHNOLOGIES, INC.

The district wishes to accept the proposal with Tier Technologies Inc. to provide on-site Basic Script Express Training for the Tier software program. Tier software is used for the interactive voice response system for student phone registration.

Fiscal Impact: Budgeted item, not to exceed \$9,000.00

RECOMMENDATION:

It is recommended that the Board of Trustees approve the proposal with Tier Technologies Inc. to provide on-site Basic Script Express Training for the Tier software program.

REFERENCE FOR AGENDA: YES

General Counsel Review: YES ___ NO ___ NOT APPLICABLE X ___

I recommend the Board of Trustees approve this item



Vice President, Administrative Services

Date 8/15/06

I recommend the Board of Trustees approve this item



Superintendent/President

Date 9-5-06

ACTION TAKEN BY THE BOARD:

MOTION _____

SECOND _____

Ayes ___ Noes ___

INFORMATION ONLY _____

177 Technology Parkway
Auburn, AL 36830
(334) 321-3767
(334) 321-7285 fax
<http://www.epos.com>

Tier Technologies

Proposal for

Victor Valley College

August 10, 2006

On-Site Training

Prepared by

Casey Dunigan

Regional Sales Manager

Providing a World of Self-Service Solutions

System Cost

On-Site Basic ScriptWrite Training

ITEM #	DESCRIPTION	UNIT COST	QTY	EXT. COST
334600	Basic ScriptExpress Training (on-site)	\$ 9,000	1	\$ 9,000

Day 1 Morning: FirstLine Encore basics (Directory structure, Configuration utilities)

- - -

Day 1 Afternoon: ROAM (Line management, tracing, reports)

- - -

Day 2 Morning: IVR configuration for Datatel, Credit Card Processing (This does not cover Colleague configuration)

- - -

- - -

- - -

- - -

- - -

- - -

- - -

- - -

- - -

TOTAL: (U.S. Dollars)

\$9,000

Notes:

1. Payment is due Net 30 after delivery.
2. This quotation is valid for thirty (30) days.
3. Customer is responsible for all applicable sales tax.

Quotation Acceptance

On-Site Training

ITEM #	DESCRIPTION	QTY.	EXT. COST
334600	Basic ScriptExpress Training (on-site)	1	\$ 9,000
		-	-
		-	-
		-	-
		-	-
		-	-
		-	-
		-	-
		-	-
		-	-

SUBTOTAL: \$ 9,000

TOTAL: \$9,000

- Notes:**
1. Payment is due Net 30 after delivery.
 2. This quotation is valid for thirty (30) days.
 3. Customer is responsible for all applicable sales tax.

NOTICE OF ACCEPTANCE

This quotation is based upon the standard terms and conditions specified above. Your acceptance of this proposal is indicated by either (1) signing and returning this page to EPOS or by (2) our receipt of your purchase order. After signing and completing the requested information, please fax this Quotation Acceptance to Keith Blackmon at (334) 321-7285.

PO #: _____ (if applicable)

Signature: Bruce Baron Date: 8/15/06

Name: BRUCE BARON Title: V.P., ADMINISTRATIVE SERVICES

Shipping Address: _____

City, State, ZIP: _____

Billing Address: 18422 BEAR VALLEY ROAD

City, State, ZIP: VICTORVILLE, CA. 92395

BOARD OF TRUSTEES

SEPTEMBER 12, 2006

TOPIC: RESCIND - BOARD DELEGATED AUTHORIZED SIGNATORY

Signatory authority is granted by the board, based on an individuals position of service within the district. Per Education Code Section 72282, in order to terminate signatory authority granted by the board for legal documentation, the board must specifically act to rescind that action. The district wishes to terminate the signatory authority previously granted to former employee, Dr. Patricia Spencer, Superintendent/President.

Fiscal Impact: None

RECOMMENDATION:

It is recommended the Board of Trustees rescind all previous signatory authority for Dr. Patricia Spencer, Superintendent/President, effective August 31, 2006.

REFERENCE FOR AGENDA:

General Counsel Review: YES ___NO___NOT APPLICABLE_X___

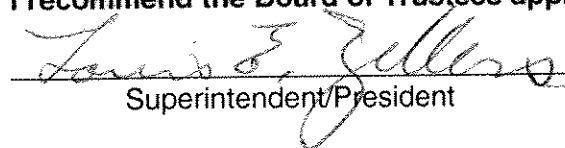
I recommend the Board of Trustees approve this item



Vice President, Administrative Services

Date 8/15/06

I recommend the Board of Trustees approve this item



Superintendent/President

Date 9-5-06

ACTION TAKEN BY THE BOARD:

MOTION _____

SECOND _____

Ayes ___ Noes ___

INFORMATION ONLY _____

ADMINISTRATIVE SERVICES

SEPTEMBER 12, 2006

TOPIC: AUTHORIZED SIGNATORY

For the 2006-2007 fiscal year Dr. Louis E. Zellers, Interim Superintendent/President should be acknowledged as authorized representative of the Board of Trustees to execute:

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

Fiscal Impact: none

RECOMMENDATION:

It is recommended that the Board of Trustees approve the signature of Dr. Louis E. Zellers, Interim Superintendent/President to represent the board in the above-named cases for fiscal year 2006-2007 per Education Code 72282.

REFERENCE FOR AGENDA:

General Counsel Review: YES ___ NO ___ NOT APPLICABLE_X___

I recommend the Board of Trustees approve this item



Vice President, Administrative Services

Date 8/15/06

I recommend the Board of Trustees approve this item



Superintendent/President

Date 9-5-06

ACTION TAKEN BY THE BOARD:

MOTION _____

SECOND _____

Ayes ___ Noes ___

INFORMATION ONLY _____

ADMINISTRATIVE SERVICES

September 12, 2006

TOPIC: OUT-OF-STATE-TRAVEL

The district requests the board approve out-of-state travel for Lael Willingham to attend the California Association of Joint Powers Authorities Fall Conference, September 19-22, 2006 in South Lake Tahoe, Nevada.

Fiscal Impact: Budgeted item, not to exceed \$2,075.00

RECOMMENDATION:

It is recommended that the Board of Trustees approve the out-of-state travel for Lael Willingham to attend the California Association of Joint Powers Authorities Fall Conference in South Lake Tahoe, Nevada September 19-22, 2006.

REFERENCE FOR AGENDA: YES

General Counsel Review: YES ___ NO ___ NOT APPLICABLE _X_

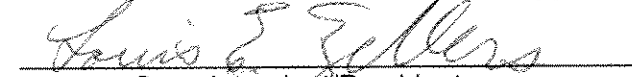
I recommend the Board of Trustees approve this item



Vice President, Administrative Services

Date 8/23/06

I recommend the Board of Trustees approve this item



Superintendent/President

Date 9-5-06

ACTION TAKEN BY THE BOARD:

MOTION _____

SECOND _____

Ayes ___ Noes ___

INFORMATION ONLY _____

Victor Valley Community College Travel Authorization/Reimbursement Form

Name of Attendee: Lael C. Willingham
 Name of Conference/Workshop: CAJPA Fall Conference Training Seminar
 Location of Conference/Workshop: South Lake Tahoe, California/Nevada
 Date(s) of Conference/Workshop: 9/19-22/06

Travel Authorization/Funding Request

Estimated Cost of Attendance

Meals (\$35 per day max) \$ 210⁰⁰
 Mileage 90 @ ~~\$435~~ 40⁰⁰ per mile:
 (call Fiscal Services for \$ per mile) YES NO
 Transportation (plane, train, bus): To be prepaid? 500⁰⁰
 Registration: To be prepaid? 325⁰⁰
 Lodging/Hotel: To be prepaid? 750⁰⁰
 Other: shuttle/pkg To be prepaid? 250⁰⁰
TOTAL ESTIMATED COST OF TRAVEL: \$ 2,000⁰⁰

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

Requisition # _____ P.O.# _____
Lael C. Willingham 8-23-06
 Signature of Attendee Date

APPROVAL TO ATTEND:
[Signature] 8/23/06
 Signature of Supervisor (staff) or Dean, Learning Systems (faculty) Date

Please Indicate Budget Approval

01002066700005202 _____
 Budget Account Manager Signature Date

 Department Budget Account # (12 digits) \$ Approved

 Faculty Travel Date Faculty Travel # \$ Approved

 Staff Development Date Staff Dev # \$ Approved

Processing Instructions - Travel Authorization/Funding Phase

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

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

Reimbursement Request/ Statement of Expenses

To be submitted within 90 days after travel

(see 'Guidelines' on reverse side)

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

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

Date	Brkfst	Lunch	Dinner	#People	\$

Other: _____
Sub-total of expenses: _____
LESS AMOUNT PREPAID BY DISTRICT: _____
TOTAL NET (returned or payable to employee): \$ _____

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

Employee Signature [Signature] _____ Date _____
 Fiscal Services Approval _____ Date _____

Processing Instructions - Reimbursement Request Phase

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

INSTRUCTION

SEPTEMBER 12, 2006

TOPIC: AGREEMENT FOR PERSONAL SERVICES – LUIS PENA

The district desires to enter into an Agreement for Personal Services with Luis Pena for the period of August 09, 2006 through December 30, 2006, to conduct maintenance and repair on all weight room equipment on an as required basis as attached. Total amount to be paid to Mr. Pena is not to exceed \$3,700.

Fiscal Impact: Not to exceed \$3,700.

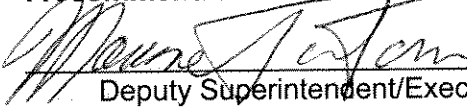
RECOMMENDATION:

It is recommended that the Board of Trustees approve the Agreement for Personal Services with Luis Pena to conduct maintenance and repair on all weight room equipment as attached.

REFERENCE FOR AGENDA: YES

General Counsel Review: YES NO NOT APPLICABLE

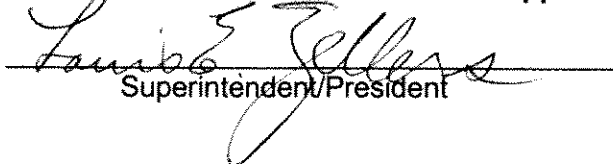
I recommend the Board of Trustees approve this item



Deputy Superintendent/Executive
Vice President, Instruction

Date 8-17-06

I recommend the Board of Trustees approve this item



Superintendent/President

Date 9-5-06

ACTION TAKEN BY THE BOARD:

MOTION _____

SECOND _____

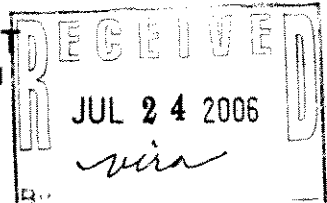
Ayes ___ Noes ___

INFORMATION ONLY _____

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT

18422 Bear Valley Road, Victorville, CA 92392-5849 • (619) 245-4271

AGREEMENT FOR PERSONAL SERVICES



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



✓ Luis Pena
CONSULTANT

SOCIAL SECURITY NUMBER

✓ MAILING ADDRESS CITY STATE ZIP

hereinafter referred to as CONSULTANT.

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

- A. Services shall begin on 8/9/06 and shall be completed on or before 12/30/06.
- B. CONSULTANT understands and agrees that he and all of his employees are not employees of the DISTRICT and are not entitled to benefits to which employees are normally entitled, including State Unemployment Compensation or Workers' Compensation. CONSULTANT shall assume full responsibility for payment of all federal, state and local taxes or contributions including Unemployment, and Income Taxes with respect to CONSULTANT'S employees.
- C. CONSULTANT shall furnish, at his own expense, all labor, materials, equipment, and other items necessary to carry out the terms of this Agreement.
- D. In the performance of the work herein contemplated, CONSULTANT is an independent contractor, with the authority to control and direct the performance of the details of the work, DISTRICT being interested only in the results obtained.
- E. CONSULTANT agrees to defend, indemnify and hold harmless the DISTRICT, its Board of Trustees, employees and agents from any and all liability or loss arising in any way out of CONSULTANT'S negligence in the performance of this Agreement, including, but not limited to any claim due to injury and/or damage sustained by CONSULTANT, and/or the CONSULTANT'S employees or agents.
DISTRICT agrees to defend, indemnify and hold harmless the CONSULTANT, its employees and agents from any and all liability or loss arising in any way out of the negligence of the DISTRICT, its employees or agents, including, but not limited to any claim due to injury and/or damage sustained by DISTRICT, and/or DISTRICT'S employees or agents.
- F. Services to be rendered to the DISTRICT by the CONSULTANT are as follows:
Maintenance and Repair of all weight room equipment as required by the district. Not to exceed 3,700.00
- G. Neither party shall assign or delegate any part of this Agreement without the written consent of the other party.
- H. The work completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT'S general right of inspection and supervision to secure the satisfactory completion thereof. CONSULTANT agrees to comply with all Federal, State Municipal, and District laws, rules, and regulations that are now, or may in the future become applicable to CONSULTANT, CONSULTANT'S business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

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

Total contract amount to be paid by _____ Date

\$ _____ to be paid monthly as progress payments, beginning _____ Date

Payment (s) as requested, by timesheet or personal invoice. *\$20.50 per hr / max 10 hrs. weekly*

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

FOR THE DISTRICT: <i>Jan A Keen 7/24/06</i> Requesting Department Authorization <i>Marie Roman</i> Name and Title: Area Vice President Date: <i>8-15-06</i>	FOR THE CONSULTANT: ✓ Signature: <i>Luis Pena</i> ✓ Date: <i>07-22-06</i> Account #: <i>01-00-13-0835-0000-00-5640</i>
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STUDENT SERVICES

SEPTEMBER 12, 2006

TOPIC: OUT OF STATE TRAVEL – BARBRA LOUIS

The district requests the board approve out-of-state travel for Barbra Louis to attend a Leadership Conference at Rutgers University, New Brunswick, New Jersey held September 8 – 17, 2006.

Fiscal Impact: None.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the out-of-state travel for Barbra Louis to attend a Leadership Conference at Rutgers University, New Brunswick, New Jersey held September 8 – 17, 2006.

REFERENCE FOR AGENDA: YES

General Counsel Review: YES ___ NO ___ NOT APPLICABLE X

I recommend the Board of Trustees approve this item

Wilford J. Waller
Vice President, Student Services

Date 28 Aug 06

I recommend the Board of Trustees approve this item

Louis E. Sellers
Superintendent/President

Date 9-5-06

ACTION TAKEN BY THE BOARD:

MOTION _____

SECOND _____

Ayes ___ Noes ___

INFORMATION ONLY _____

Victor Valley Community College Travel Authorization/Reimbursement Form

Name of Attendee: Barbra Louis
 Name of Conference/Workshop: Leadership Conference
 Location of Conference/Workshop: Rutgers University (New Brunswick, NJ)
 Date(s) of Conference/Workshop: September 8-17, 2006

Travel Authorization/Funding Request

Estimated Cost of Attendance

Meals (\$35 per day max) \$ _____
 Mileage _____ @ \$ _____ per mile: _____
 (call Fiscal Services for \$ per mile) YES NO
 Transportation (plane, train, bus): To be prepaid?
 Registration: To be prepaid?
 Lodging/Hotel: To be prepaid?
 Other: _____ To be prepaid?
TOTAL ESTIMATED COST OF TRAVEL: \$ 0.00

NOTES:

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

Requisition # _____ PO.# _____
Barbra S. Louis 8/28/06
 Signature of Attendee Date

APPROVAL TO ATTEND:

William D. Miller 8/28/06
 Signature of Supervisor (staff) or Dean, Learning Date
 Systems (faculty)

Please Indicate Budget Approval

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

**Processing Instructions -
 Travel Authorization/Funding Phase**

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

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

Reimbursement Request/ Statement of Expenses

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

Transportation

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

Lodging Total: \$ _____

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

Date	Brkfst	Lunch	Dinner	#People	\$

Other: _____

Sub-total of expenses: _____

LESS AMOUNT PREPAID BY DISTRICT: _____

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

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

Employee Signature _____ Date _____

Fiscal Services Approval _____ Date _____

**Processing Instructions -
 Reimbursement Request Phase**

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

INSTRUCTION

SEPTEMBER 12, 2006

TOPIC: AGREEMENT – BIG BEAR LAKE FIRE DEPARTMENT

The district desires to enter into agreement with the Big Bear Lake Fire Department for the purpose of contributing to the education for Emergency Medical Technician and Emergency Medical Technician-Paramedic programs for the benefit of students and for the community needs according to the terms and conditions of the agreement as attached.

Fiscal Impact: None

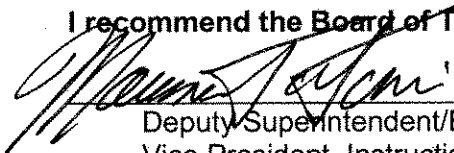
RECOMMENDATION:

It is recommended that the Board of Trustees approve the clinical agreement with the Big Bear Lake Fire Department as attached.

REFERENCE FOR AGENDA: YES

General Counsel Review: YES NO NOT APPLICABLE

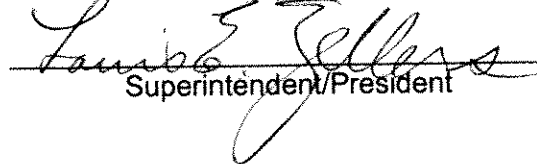
I recommend the Board of Trustees approve this item



Deputy Superintendent/Executive
Vice President, Instruction

Date 8-17-06

I recommend the Board of Trustees approve this item



Superintendent/President

Date 9-5-06

ACTION TAKEN BY THE BOARD:

MOTION _____

SECOND _____

Ayes ___ Noes ___

INFORMATION ONLY _____

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT

18422 Bear Valley Road
Victorville, California 92395-5849

This Agreement (the "Agreement") is made and entered into this 28th day of August 2006, between Big Bear Lake Fire Dept. (the "FIELD"), and VICTOR VALLEY COMMUNITY COLLEGE DISTRICT, (the "DISTRICT"). The FIELD and the DISTRICT may be referred to herein individually as "Party" and jointly as "Parties."

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

I. BASIS AND PURPOSE OF THE AGREEMENT

WHEREAS the DISTRICT and the FIELD acknowledge a public obligation to contribute to education for Emergency Medical Technician and Emergency Medical Technician-Paramedic programs (collectively the "Disciplines") for the benefit of students and for community needs,

WHEREAS, the DISTRICT has established programs in the Disciplines which require the clinical facilities of the FIELD, and

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

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

II. TERM AND TERMINATION OF AGREEMENT

The period of this Agreement shall be from August 28, 2006 until December 17, 2011. Either party may terminate this agreement by giving the other party written notice that the Agreement will terminate no earlier than the end of the DISTRICT FALL 2011 ("Term") that is in session at that time.

III. RESPONSIBILITIES OF THE DISTRICT

A. Educational

1. Beginning the Term commencing FALL 2006, the DISTRICT will offer as part of its programs in the Disciplines a clinical educational program eligible for accreditation by the California Emergency Medical Services Authority, the Inland Counties Emergency Medical Agency and the Commission on Accreditation of Allied Health Education Programs (the "Clinical Program").
2. The DISTRICT will provide the necessary qualified, certified, licensed, or registered faculty appropriate and/or required to teach the Clinical Program.
3. The DISTRICT faculty will plan, develop, and implement all clinical instruction and evaluation of students required to teach the Clinical Program.
4. The DISTRICT faculty will develop a clinical instruction plan for use of the FIELD's clinical facilities to meet educational goals of the Clinical Program ("Clinical Instruction Plan"). The Clinical Instruction Plan will be made available to the FIELD at least sixty (60) days prior to the

beginning of each Term subject to revision based on the FIELD's patient care responsibilities. However, the DISTRICT is responsible for final approval of the Clinical Instruction Plan prior to the beginning of each Term.

5. As part of the Clinical Program, prior to the use by students and faculty of any of the FIELD's clinical facilities, the DISTRICT will provide students and faculty with an orientation regarding the FIELD's policies, practices standards and regulations pertaining to those facilities. The FIELD will provide one of its staff with sufficient knowledge of those policies, practices, standards and regulations to assist the DISTRICT with said orientation.
6. Students participating in the Clinical Program are required to produce to the DISTRICT documentation indicating that they are physically fit to participate in the Clinical Program.
7. The DISTRICT may select students to participate in the Clinical Program, but in so doing will not discriminate against any person or group due to race, color, creed, religion, sex, marital status, age, handicap, national origin, ancestry, or any other protected class as required by law pursuant to this Agreement.

B. General

1. The DISTRICT faculty participating in the Clinical Program may request participation of the FIELD's staff on a voluntary basis as resource persons and clinical experts and in planning meetings related to the Clinical Program.
2. Students will have the status of "learners" and will not replace the FIELD staff, but will provide services to patients related to the Clinical Instruction Plan. At all times while participating in the Clinical Program, students will be supervised by at least one FIELD Emergency Medical Technician or Emergency Medical Technician-Paramedic.
3. At all times while participating in the Clinical Program, DISTRICT faculty, staff and students are subject to all DISTRICT standards of conduct, as well as all standards of conduct, appearance, safety and health established for FIELD employees in matters relating to the welfare of patients.
4. Students will wear assigned uniforms designated by the DISTRICT and/or the FIELD's clinical facilities.

IV. RESPONSIBILITIES OF THE FIELD

A. Educational

1. The FIELD will designate a staff member who will serve as Education Coordinator for the Clinical Program. The Education Coordinator is responsible for working with the DISTRICT and making all reasonable efforts to assist the DISTRICT in meeting its responsibilities set forth in Part III of this Agreement.
2. The FIELD may refuse educational access to any clinical facilities to any DISTRICT faculty, staff or students who do not meet FIELD employee standards of conduct, appearance, safety, or health.

B. General

1. If at any time, the conduct of any student impairs their usefulness to the Clinical Program or otherwise unfavorably affects the morale of other students or FIELD employees, or if in the judgment of the FIELD, the work or conduct of such student is unacceptable or otherwise

impairs or endangers the health of patients in any way, the FIELD may suspend said student from further participation in the Clinical Program unless and until the FIELD and the DISTRICT agree that the student should be permitted to resume his or her participation in the Clinical Program.

2. The FIELD, at its discretion, may ask DISTRICT faculty to serve on committees in matters contributing to the quality of patient care as it applies to college students participating in the Clinical Program.
3. The FIELD shall on any day when students are participating in the Clinical Program at FIELD facilities, provide to DISTRICT students, faculty and staff all necessary emergency health care or first aid for accidents occurring at the FIELD's facilities. The FIELD shall not be financially responsible for such emergency health care or first aid, nor shall the FIELD be responsible for any workers compensation or any other claim, suit or legal action of students, including, but not limited to any workers' compensation claim.
4. If in the judgment of the FIELD's staff any student's participation in the Clinical Program endangers or has the potential of endangering any patient's welfare, the FIELD's staff may restrict said student to an observer role until the FIELD staff and the COLLEGE faculty member in charge of the student agree that the student is able to resume providing care to patients without endangering any patients. In participating in the Clinical Program, the FIELD's ultimate responsibility is the care and welfare of patients.
5. The FIELD shall be solely responsible and liable for the welfare, control and care of all patients of the FIELD at all times as a result of, or in connection with, this Agreement or for purposes related to the FIELD's programs and activities.
6. The FIELD will provide students in the Clinical Program the opportunity to achieve a minimum of twenty (20) "continuum of care" advanced life support patient contacts pursuant to title 22, California Code of Regulations ("CCR"), sections 100152 and 100158. As defined in title 22, CCR, section 10158(b), an advanced life support patient contact is defined as "the student performance of one or more [advanced life support] skills, except cardiac monitoring and basic cardiopulmonary resuscitation (CPR), on a patient." As defined in title 22, CCR, section 100152(e), a "continuum of care" advanced life support patient contact is an advanced life support patient contact wherein the student is "required to provide the full continuum of care of the patient beginning with the initial contact with the patient upon arrival at the scene through release of the patient to a receiving hospital or medical care facility."
7. Subject to the approval of the FIELD, at the request of the DISTRICT faculty participating in the Clinical Program, FIELD staff may participate on a voluntary basis as resource persons and clinical experts and in planning meetings related to the Clinical Program.

V. LIABILITY STATUS OF THE CONTRACTING AGENCIES

- A. *Indemnification of the FIELD by the DISTRICT.* The DISTRICT shall, except to the extent of any related negligence or willful misconduct of the FIELD, protect, defend, indemnify and hold harmless the FIELD and its elected and appointed officials, officers, and employees from any and all claims, liabilities, expenses, including attorney fees, damage to property or injuries to or death of any person or persons or damages of any nature including, but not by way of limitation, all civil claims or workers' compensation claims arising out of or in any way connected with the intentional or negligent acts, error or omissions of the DISTRICT, its employees, students, agents or subcontractors in the performance of this Agreement. The DISTRICT's duty to indemnify the FIELD pursuant to this Section, with respect to acts or incidents occurring during the term of this Agreement, shall survive the expiration or termination of this Agreement.

- B. *Student Coverage.* The DISTRICT shall require each student participating in the Clinical Program to establish and maintain through the DISTRICT throughout the term of each student's participation in the Clinical Program, malpractice insurance coverage, written on an occurrence basis, providing coverage for all claims, demands, actions, damages, losses, costs, and expenses, including attorneys' fees and expenses, arising from or attributable to the student's participation in the Clinical Program ("Student Coverage"). Student Coverage shall contain a cross liability endorsement and a waiver of the insurer's rights of subrogation against the FIELD with respect to any act or omission of a Party pursuant to, or claim, action or liability arising from or related to, this Agreement. Each Student's Policy shall provide coverage in a face amount not less than one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000.00) aggregate specifically applicable to this Agreement. Prior to each Term in which the DISTRICT is offering the Clinical Program, the DISTRICT shall provide the FIELD with a certificate of insurance demonstrating compliance with the requirements of this Section. Each certificate of insurance shall name the FIELD as a certificate holder, and shall specify that the insurer shall provide the FIELD with written notice not less than thirty (30) days prior to any cancellation each Student's Policy, except in the case of cancellation for nonpayment of premium, in which case the notice shall be provided not less than ten (10) days prior to cancellation.
- C. *DISTRICT Insurance Policy.* The DISTRICT shall maintain throughout the term of this Agreement, at its own cost and expense, a policy of commercial general liability insurance or self-insurance, written on an occurrence basis, providing coverage for all claims, demands, actions, damages, losses, costs, and expenses, including attorneys' fees and expenses, arising from or attributable to the DISTRICT's operations, services, programs or activities pursuant to this Agreement ("District Policy"). The District Policy shall also provide coverage for the contractual liability assumed pursuant to Section A of Part V of this Agreement. The District Policy shall contain a cross liability endorsement and a waiver of the insurer's rights of subrogation against the FIELD with respect to any act or omission of a Party pursuant to, or claim, action or liability arising from or related to, this Agreement. The District Policy shall provide coverage in a face amount not less than one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000.00) aggregate specifically applicable to this Agreement. Prior to each Term in which the DISTRICT is offering the Clinical Program, the DISTRICT shall provide the FIELD with a certificate of insurance to demonstrate compliance with the requirements of this Section. The certificate of insurance and the District Policy shall name the FIELD as certificate holder, and shall specify that the insurer shall provide the FIELD with written notice not less than thirty (30) days prior to any cancellation of the District Policy, except in the case of cancellation for nonpayment of premium, in which case the notice shall be provided not less than ten (10) days prior to cancellation.
- D. *Indemnification of the DISTRICT and Students by the FIELD.* The FIELD shall, except to the extent of any related negligence or willful misconduct of the DISTRICT, protect, defend, indemnify and hold harmless the DISTRICT and its elected and appointed officials, officers, and employees and each student of the DISTRICT participating in the Clinical Program from any and all claims, liabilities, expenses, including attorney fees, damage to property or injuries to or death of any person or persons or damages of any nature including, but not by way of limitation, all civil claims or workers' compensation claims arising out of or in any way connected with the intentional or negligent acts, error or omissions of the FIELD, its employees, agents or subcontractors in the performance of this Agreement. The FIELD's duty to indemnify the DISTRICT pursuant to this Section, with respect to acts or incidents occurring during the term of this Agreement, shall survive the expiration or termination of this Agreement.
- E. *FIELD Insurance Policy.* The FIELD shall maintain throughout the term of this Agreement, at its own cost and expense, a policy of commercial general liability insurance or self-insurance, written on an occurrence basis, providing coverage for all claims, demands, actions, damages, losses, costs, and expenses, including attorneys' fees and expenses, arising from or attributable to the FIELD's operations, services, programs or activities pursuant to this Agreement ("FIELD Policy"). The City Policy shall also provide coverage for the contractual liability assumed pursuant to Section D of Part V of this Agreement. The FIELD Policy shall contain a cross liability endorsement and a waiver of the insurer's rights of subrogation against the

DISTRICT and each student of the DISTRICT participating in the Clinical Program with respect to any act or omission of a Party pursuant to, or claim, action or liability arising from or related to, this Agreement. The FIELD Policy shall provide coverage in a face amount not less than one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000.00) aggregate specifically applicable to this Agreement. Prior to each Term in which the DISTRICT is offering the Clinical Program, the FIELD shall provide the DISTRICT with a certificate of insurance to demonstrate compliance with the requirements of this Section. The certificate of insurance and the FIELD Policy shall name the DISTRICT and each student of the DISTRICT participating in the Clinical Program as certificate holders, and shall specify that the insurer shall provide the DISTRICT with written notice not less than thirty (30) days prior to any cancellation of the FIELD Policy, except in the case of cancellation for nonpayment of premium, in which case the notice shall be provided not less than ten (10) days prior to cancellation.

VI. MISCELLANEOUS PROVISIONS

- A. *Default.* If a Party fails to perform all duties and obligations as and when required pursuant to this Agreement, that Party shall be in default of this Agreement ("Defaulting Party"). Unless a different period is specified elsewhere in this Agreement, the Defaulting Party shall cure any and all defaults within a reasonable time, which in no event shall exceed ten (10) days, after notice from the other Party ("Non-Defaulting Party"). The Non-Defaulting Party may, in its sole discretion, after request of the Defaulting Party, grant additional time for the Defaulting Party to cure any default, if the Defaulting Party has made reasonable and continuous efforts to cure the default after notice thereof, but has been unable to cure such default. If the Defaulting Party fails to cure any such default within the foregoing ten (10) day period or extension thereto, the Defaulting Party shall be in breach of this Agreement and the Agreement shall terminate. In the event of any such termination, the Non-Defaulting Party shall be entitled to recover from the Defaulting Party (and, upon request, the Defaulting Party shall pay to the Non-Defaulting Party) any and all costs, expenses, and damages incurred or suffered by the Non-Defaulting Party proximately caused by the Defaulting Party's breach.
- B. *Entire Agreement.* The making, execution, and delivery of this Agreement by the Parties has not been induced by any representations, statements, warranties, or agreements, other than those expressed herein. This Agreement constitutes the entire Agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. Except as expressly set forth herein, there are no writings, conversations, representations, warranties, or agreements that the Parties intend to be a part hereof, and this Agreement represents the entire agreement between the Parties hereto and supersedes any and all previous written or oral agreements or discussions between the Parties and any other person or legal entity concerning the transaction(s) contemplated herein. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.
- C. *Not for Benefit of Third Parties.* This Agreement and every provision hereof is for the exclusive benefit of the Parties, and, other than in the sense that this Agreement is made for the general public benefit, it is not for the benefit of any specific third party.
- D. *Waiver.* The failure of either Party at any time to require a performance by the other Party of any provision hereof shall not affect in any way the full right to require such performance at any time thereafter. The waiver of any breach of any provision of this Agreement shall not be deemed to be a waiver of any preceding or subsequent breach of the same or any other provision of this Agreement.
- E. *Force Majeure.* Except for the Parties' indemnification and insurance obligations, non-performance by a Party of any obligation set forth in this Agreement shall be excused if reasonably prevented or delayed by reason of any act, event, or condition reasonably beyond the control of that Party including: (i) war, acts of public enemy, insurrection, significant and substantial civil commotion or riot; (ii) earthquake, fire, flood or

other severe, inclement weather; (iii) governmental restriction or the act or failure to act of any governmental agency or entity other than the non-performing Party; and (iv) litigation (including, without limitation, litigation contesting the validity of, or seeking the enforcement or clarification of, this Agreement).

- F. *Representatives.* The Chief Advanced Life Support Coordinator of the FIELD or his/her designee shall be the representative of FIELD for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the FIELD called for by this Agreement, except as otherwise expressly provided in this Agreement.

The DISTRICT shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of the DISTRICT called for by this Agreement, except as otherwise expressly provided in this Agreement.

- G. The DISTRICT shall designate a Project Manager who shall represent it and be its agent in all consultations with the FIELD during the term of this Agreement. The DISTRICT or its Project Manager shall attend and assist in all coordination meetings called by the FIELD in all matters regarding the performance of this Agreement.

- H. *Notices.* Any notices, demands, documents, correspondence or other communications concerning this Agreement may be provided by personal delivery, facsimile or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; or c) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail. Any Party specified below may, for purposes of this Agreement, change its name, address, facsimile number, or person to whom attention should be directed by giving notice in the manner specified in this Section. A copy of any notices, demands, documents, correspondence or other communications sent to the DISTRICT should also be sent to the DISTRICT's legal counsel, and a copy of any notices, demands, correspondence or other communications sent to the FIELD should also be sent to the FIELD's legal counsel. Notices, demands and communications shall be duly addressed as follows:

IF TO THE DISTRICT:

Victor Valley Community College District
18422 Bear Valley Road
Victorville, CA 92394

Fax: 760-245-4271
Tel: 760-245-4271 Ext. 2338
Attn: Scott C. Jones

IF TO THE DISTRICT'S LEGAL COUNSEL:

Liebert, Cassidy, Whitmore
6033 W. Century Blvd., Suite 500
Los Angeles, CA 90045
Fax: 310-337-0837
Tel: 310-981-2000
Attn: Peter Brown

IF TO THE FIELD:

Big Bear Lake Fire Dept.
P.O. Box 10000
Big Bear Lake, CA 92315

Fax: 909-866-8288
Tel: 909-866-4668
Attn: Chief Morley

IF TO THE FIELD'S COUNSEL:

Fax:
Tel:
Attn:

- I. *Cooperation of the Parties.* Each Party shall execute and deliver to the other Party all such other further instruments and documents as are reasonably necessary to carry out this Agreement, in order to provide and secure to the other Party the full and complete enjoyment of its rights and privileges hereunder.

- J. *Time Limits.* Any time limits set forth in this Agreement may be extended by mutual consent of the Parties in accordance with the respective procedures for adoption by the Parties of an agreement.
- K. *Compliance with Laws.* Each Party shall, at its own cost and expense, comply with all laws and governmental rules and regulations applicable to the transaction contemplated in this Agreement, including, but not limited to, any required filings with governmental authorities.
- L. *Comparative Fault.* Notwithstanding anything in this Agreement to the contrary, in the event any settlement, court judgment, or arbitration or mediation award allocates or determines the comparative fault of the Parties, either Party, consistent with such allocation or determination, may seek reimbursement from the other Party with respect to defense costs, settlement payments, judgments and awards.
- M. *Attorneys' Fees.* In any action or other proceeding between the Parties seeking enforcement or interpretation of any provision of this Agreement, the prevailing Party in such action or other proceeding shall be awarded its reasonable costs and expenses, including, but not limited to, reasonable attorneys' fees, disbursements, and court costs, in addition to any damages, injunctive, or other relief awarded, and, without limitation, attorneys' fees, disbursements, and court costs, incurred in any post-judgment proceedings to collect or enforce any judgment.
- N. *Representation by Independent Counsel.* The Parties agree and acknowledge that they have been represented by independent legal counsel of their own choice throughout all negotiations preceding the execution of this Agreement, and that they have executed this Agreement with the consent of, and upon the advice of, their own legal counsel.
- O. *Governing Law.* This Agreement shall be governed by and construed under the laws of the State of California.
- P. *Venue for Resolving Disputes.* Any arbitration, mediation, litigation or other proceeding arising out of, or connected with, this Agreement shall be conducted only in the County of San Bernardino.
- Q. *Arbitration of Disputes.* The Parties desire to quickly and cost-effectively resolve any disputes related to the interpretation or enforcement of this Agreement. Therefore, each Party shall make its best efforts to resolve informally any such disputes. If, not less than thirty (30) calendar days after first making informal attempts to resolve any such dispute, the attempts have been unsuccessful, either Party may thereafter initiate binding arbitration as provided in Exhibit "A" hereto. Exhibit A, by this reference, is incorporated as an effective and operative part of this Agreement.
- R. *Assignment.* The DISTRICT shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of the DISTRICT's interest in this Agreement without FIELD's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. The FIELD shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of the FIELD's interest in this Agreement without the DISTRICT's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement.
- S. *Headings.* Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.
- T. *Construction.* The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this

Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement. Unless specified otherwise, all references in this Agreement to the words "Part" or "Section" shall be references to Parts or Sections contained within this Agreement. Where necessary or useful in the context of this Agreement, use of the singular shall be deemed to include the plural, and use of the plural shall be deemed to include the singular. For all purposes of this Agreement, "shall" shall be interpreted as mandatory and "may" shall be interpreted as permissive.

- U. *Amendments.* Only a writing executed by the Parties hereto or their respective successors and assigns may amend this Agreement.
- V. *Severability.* If any Part, Section, term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining Parts, Sections, terms, provisions, covenants and conditions of this Agreement shall be unaffected thereby and shall continue in full force and effect.
- W. *Counterparts.* This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.
- X. *Due Authority of Signatories.* The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so, the parties hereto are formally bound to the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

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

**Big Bear Lake Fire Dept.
P.O. Box 10000
Big Bear Lake, CA 92315**

Signature

Signature

Date

Date

APPROVED AS TO FORM:

Liebert Cassidy Whitmore

By:
Peter J. Brown, Attorneys for Victor Valley
College

Counsel for Entity

By: _____, Attorneys for

Date

Date

EXHIBIT "A"
ARBITRATION OF DISPUTES

All disputes submitted for arbitration pursuant to this Agreement shall be resolved by binding arbitration conducted within the County of San Bernardino ("Arbitration") and may be initiated by an aggrieved Party by providing written notice to the other Party ("Arbitration Notice"). The Arbitration Notice must: (i) contain a description of the dispute; (ii) specify the disputed amount, if any; and (iii) specify the remedy sought. The dispute shall then be resolved by a mutually agreed upon retired judge of the Superior Court for the County of San Bernardino ("Arbitrator"), in accordance with the provisions set forth in this Exhibit A. If the Parties are unable to agree on the Arbitrator within thirty (30) days after receipt of the Arbitration Notice, they shall request that the presiding judge of the Superior Court for the County of San Bernardino designate the Arbitrator. The Parties shall, initially, equally bear the cost of any such Arbitration; however, the prevailing Party shall be entitled to recover such initial costs, in addition to other costs as specified herein, as an item of damage and/or recoverable cost. In addition to any other damages, award, or other relief, such prevailing Party shall be entitled to recover its reasonable costs and expenses, including, but not limited to, attorneys' fees, disbursements, and court costs.

Upon selection or designation of an Arbitrator, the Parties shall execute a submission agreement in the form provided by the Arbitrator. The submission agreement shall set forth the rights and responsibilities of the Parties with respect to the conduct of the Arbitration, as set forth herein, and shall contain the following elements in addition to any other rules and procedures for the Arbitration that are established by the Arbitrator:

(a) The Arbitration hearing shall commence no later than six (6) months from the effective date of the submission agreement.

(b) Discovery in aid of Arbitration shall be allowed in accordance with Code of Civil Procedure ("CCP") Section 1283.05, which is hereby incorporated into, made a part of, and made applicable to this Agreement pursuant to CCP Section 1283.1. The Arbitrator's permission shall not be required to take any deposition(s) or propound any written discovery.

(c) The Arbitrator shall follow and comply with all applicable substantive and procedural California case and statutory law in arriving at a decision, and if the Arbitrator fails to do so, the Arbitrator shall be deemed to have exceeded its powers and the decision shall be subject to vacation or correction pursuant to CCP Sections 1286.2 and 1286.6, respectively.

(d) The Arbitrator shall issue a written statement of decision, explaining the factual and legal basis for the decision with respect to each of the principal controverted issues, and shall deliver such statement of decision to the Parties via registered or certified U.S. mail, return receipt requested.

INSTRUCTION

SEPTEMBER 12, 2006

TOPIC: AGREEMENT – CONTRACT EDUCATION SERVICES

The district desires to enter in to the Contract Education Services agreement listed below for the course offered in the Contract Education department. Payment to the contractor for the course taught per this agreement will be made after the course has been completed and per the terms of the contract.

VENDOR	COURSE	COURSE DATES	TENTATIVE AMOUNT RCVD
ARCHANGEL	Retirement Planning Today	09/30/06-06/30/07	\$ 2,000.00
		TOTAL	\$ 2,000.00

Fiscal Impact: \$ 2,000.00 to the District.

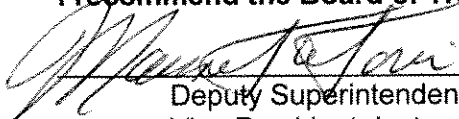
RECOMMENDATION:

It is recommended that the Board of Trustees approve the agreement for the Contract Education Service course with Archangel.

REFERENCE FOR AGENDA: No

General Counsel Review: YES NO NOT APPLICABLE

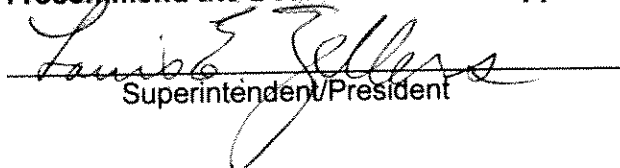
I recommend the Board of Trustees approve this item



 Deputy Superintendent/Executive
 Vice President, Instruction

Date 8-17-06

I recommend the Board of Trustees approve this item



 Superintendent/President

Date 9-5-06

ACTION TAKEN BY THE BOARD:

MOTION _____

SECOND _____

Ayes ___ Noes ___

INFORMATION ONLY _____



Contract Education Services
18422 Bear Valley Rd.
Victorville, CA 92395
760.245.4271 Ext. 2741
760-241-9486 - Fax

LETTER OF AGREEMENT BETWEEN ARCHANGEL
AND VICTOR VALLEY COMMUNITY COLLEGE DISTRICT

ARCHANGEL
RETIREMENT PLANNING TODAY

Date _____

Instructor _____

This agreement is made and entered into this September 1, 2006 between VICTOR VALLEY COMMUNITY COLLEGE DISTRICT (hereinafter referred to as "VVCD"), and ArchAngel, hereinafter referred to as "CONTRACTOR", at 16209 Kamana Road., Suite 110; Apple Valley, CA 92307.

Whereas, VVCD desires to secure the instructional services of CONTRACTOR for the class(es) or event(s) identified herein;

Now, therefore VVCD and, CONTRACTOR, agree as follows:

1. The period of this agreement is for one year beginning on September 30, 2006 thru June 30, 2007.
2. Name and description of class(es) or event(s) to be instructed by CONTRACTOR:

Retirement Planning Today

This workshop will help you determine the amount of money you need to retire, create your own goals for a "successful retirement," Eliminate debt and improve cash flow, properly convert your IRA to a Roth IRA, select the retirement plan distribution choice that is right for you and reduce or eliminate taxes, expenses, delays and legal challenges with estate planning.

3. Date(s) and time(s) of classes to be instructed by CONTRACTOR:
Retirement Planning Today Workshop date September 30 & October 7 from 9:30am-12:30pm; October 3 & October 10 from 6:30pm - 9:30pm. There will be two classes, each of which meets for two days.
4. The location of both classes will be at VVCD, 18422 Bear Valley Rd, Victorville, CA 92395.

5. CONTRACTOR'S agreement with VVCD is to apply the registration fee of \$ 49.95 per student; estimated at (\$2,000) per class during the duration of this agreement only.
6. VVCD shall pay the CONTRACTOR for instructional services as follows: 50% (fifty percent) of enrollment fees collected per student; CONTRACTOR will receive 100% of material fees per student payable to instructor the day of class. Student walk -ins are permitted, but all fees must be paid in cash or money order only and submitted with registration form, which is to be turned into the Contract Service Department prior to billing invoice.
7. VVCD agrees to pay CONTRACTOR 50% (fifty percent) of collected fees for "no shows".
8. VVCD agrees to provide services and pay for interpreters in classroom. Upon Instructor's cancellation of class(es), it is the responsibility of the CONTRACTOR to consume the total cost for such services and reimburse VVCD.
9. VVCD and CONTRACTOR agree that at least 10 students must be enrolled in the class or event CONTRACTOR instructs. If the minimum enrollment does not materialize, the class or event may be cancelled and might not be considered for the next upcoming term depending on VVCD's discretion.
10. Neither party shall assign this Agreement or any part thereof without the written consent of the other party.
11. CONTRACTOR shall not discriminate in the selection of any student to receive instruction, pursuant to this Agreement, because of race, creed, color, national origin, ancestry, disability, sex, age or service as a veteran.
12. Entire Agreement. This Agreement supersedes any and all other agreements, either oral or written, between the parties with respect to use of aforesaid facilities or instruction and contains all covenants and agreements between the parties with respect thereto. Each party acknowledges that no representations, inducements, promises or agreements, oral or otherwise have been made by any party, or by anyone acting on the behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained herein shall be valid or binding. Any modification shall be effective only if it is in writing and signed by the party to be charged in the form of an amendment to this Agreement.

In witness whereof, this Agreement is entered into on the date and year indicated by the authorized agent thereof.

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT/Victorville, CA

Recommended by _____ Date _____
Deborah Potts

By _____ Date _____
Marianne Tortorici, Deputy Superintendent Exec. V.P.

ARCHANGEL FINANCIAL

By _____
(Print Name)

By _____ Date _____
(Signature)

HUMAN RESOURCES

SEPTEMBER 12, 2006

TOPIC: ACADEMIC REDUCED WORKLOAD REQUEST

TO THE BOARD OF TRUSTEES:

Juanita Chou, counselor, has requested a reduced workload of 80% for the 2006-2007 academic year.

Fiscal Impact: Budgeted


RECOMMENDATION:

It is recommended that the board approve Juanita Chou's request for a reduced workload of 80% for the 2006-2007 academic year which is permissible according to Article 25 of the CTA Agreement.

REFERENCE FOR AGENDA: YES

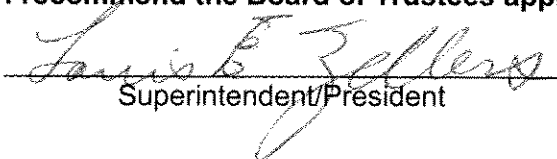
General Counsel Review: YES NO NOT APPLICABLE

I recommend the Board of Trustees approve this item


Vice President, Human Resources

Date 8-22-06

I recommend the Board of Trustees approve this item


Superintendent/President

Date 9-5-06

ACTION TAKEN BY THE BOARD:

MOTION _____

SECOND _____

Ayes ___ Noes ___

INFORMATION ONLY _____

ARTICLE 25: STRS/PERS REDUCED WORKLOAD PROGRAM (Education Code 87483)

Full-time faculty of the District may request voluntary reduction of their workload to no less than a 50% amount of the annual contract, and at the same time receive full-time service credit for retirement purposes if the following conditions are met.

- A. The full-time faculty member must have reached the age of 55 prior to the reduction in workload.
- B. A full-time faculty member must have been employed full-time in a position requiring STRS/PERS membership for at least ten years of which the immediately preceding five consecutive years were full-time in a position requiring STRS/PERS membership.
- C. The option of Partial Contract employment must be exercised at the request of the employee, and can be revoked during the contract year only with the mutual consent of the employer and the full-time faculty member.
- D. The full-time faculty member shall be paid a salary which is a pro-rata share of the salary he/she would be earning had he/she not elected to exercise the option of Partial Contract employment, but shall retain all other rights and benefits for which he/she makes the payments that would be required if he/she remained in full-time employment.
- E. Full-time faculty members shall be entitled to employee benefits on a pro-rata basis in relation to percentage of annual contract.
- F. The minimum Partial Contract employment shall be the equivalent of one-half the number of days of service required by the full-time faculty member's contract of employment during his final year of service in a full-time position.
- A. Application shall be made annually for voluntary reduction to Partial Contract employee status.

HUMAN RESOURCES

SEPTEMBER 12, 2006

TOPIC: APPOINTMENT OF A SEARCH CONSULTANT FIRM FOR SUPERINTENDENT/PRESIDENT

TO THE BOARD OF TRUSTEES:

The district requests approval of Community College Search Services to assist the district in the recruitment and selection of a superintendent/president.

Fiscal Impact: To be determined


RECOMMENDATION:

It is recommended that the board approve the appointment of Community College Search Services to assist the district in the recruitment and selection of a superintendent/president.

REFERENCE FOR AGENDA: YES


General Counsel Review: YES NO NOT APPLICABLE

I recommend the Board of Trustees approve this item


Vice President, Human Resources

Date 8-28-06

I recommend the Board of Trustees approve this item


Superintendent/President

Date 9-5-06

ACTION TAKEN BY THE BOARD:

MOTION _____

SECOND _____

Ayes ___ Noes ___

INFORMATION ONLY _____

RESUME
ALFRED PETER FERNANDEZ, Ph.D.

AL FERNANDEZ

Higher Education and Search Consultant
Community College Search Services
376 Hamilton Avenue
Ventura, CA 93003

TELE: (R) 805 - 650-1542
(O) 805 - 650-2546
FAX 805 - 650-8469
E-MAIL ccss@sbcglobal.net

EDUCATION

- Ph.D., Higher Education & Administration University of Southern California
- Master of Arts/Geology University of California, Los Angeles
- Bachelor of Arts/Geology University of California, Los Angeles

CALIFORNIA CREDENTIALS AND LICENSES

- Chief Administrative Officer
- Standard Supervision - Junior College Administration
- Junior College Credential - Teaching
- Registered Geologist
- Registered Engineering Geologist

EMPLOYMENT HISTORY

- 1995-Present Owner and Search Consultant/ Community College Search Services
- Interim President Santa Ana College
- Search Consultant and Education Consultant
- Interim Superintendent/President, College of the Sequoias
- 1993-Present Education Consultant
- Chancellor, Coast Community College District
- Chancellor, Ventura County Community College District
- President, Los Angeles Mission College
- Dean of Instruction, Ventura College
- Associate Dean of Continuing Education, Santa Monica College
- Admissions Officer, California State University, Los Angeles
- Associate Professor of Geology, Chaffey College, Alta Loma, California
- Associate Engineering Geologist, California Division of Highways

RECENT FACULTY EXPERIENCE

- 2003-Present Adjunct Faculty Member, the Fielding Institute, Santa Barbara

ALFRED P. FERNANDEZ**PREVIOUS SERVICE ON PROFESSIONAL BOARDS AND ORGANIZATIONS**

- International Consortium for Education and Economic Development/President Board of Directors
- Community Colleges for International Development/Member, Executive Committee
- Academy for Educational Development
- American Association of Community Colleges/Executive Committee
- State Chancellor's Commission on Innovation/Task Force on Management
- Board of Trustees, The College Board, New York, NY
- Faculty for League for Innovation/Executive Leadership Institute
- Institute for the Management of Lifelong Education, Harvard University/Advisory Board

CURRENT PROFESSIONAL ORGANIZATIONS AND MEMBERSHIPS

- American Association of Community Colleges
- Mentor, Association of California Community College Administrators
- Association of Engineering Geologists

COMMUNITY ACTIVITIES AND MEMBERSHIPS

- Church Membership-Our Lady of the Assumption Parish, Ventura-Bereavement Committee
- UCLA Alumni Association

LANGUAGE COMPETENCY

- Fair command of Spanish

PUBLICATIONS

- Physical Geology Workbook
- Educational Park; A Second Look - Journal of Secondary Education, May 1970, Volume 45, Number 5
- Ventura College Responds to the Challenge of Teaching Composition - Community and Junior College Journal, December/January 1980-81, Volume 51, Number 4
- Student Matriculation: A Plan for Implementation in the California Community Colleges
- A Monograph: Report to the California Legislature produced by the Task Force of Academic Quality, April 1984, Dr. Alfred P. Fernandez, Chairman of the Matriculation Subcommittee
- Challenges in the Nineties for Administrators - Association of California Community College Administrators Network Newsletter, September 1993

DISSERTATION

- The Role of the Campus Instructor in Student Achievement in Community College Television Instruction

HONORS

- Harry Buttimer Distinguished Administrator Award, Association of California Community College Administrators, 1990-91

ALFRED P. FERNANDEZ

TRAVEL AND COUNTRIES OF WORK EXPERIENCE

Wide travel throughout continental United States and Hawaii, Australia, Bulgaria, Canada, Caribbean, England, France, Germany, India, Ireland, Japan, Mexico, Panama, Portugal, Romania, Scotland, Spain, Viet Nam, Wales and the former Yugoslavia.

Panama, 1997 - Worked as a consultant for the Academy for Educational Development on a project for the United States Agency for International Development. I led a team of educational professionals in Panama to determine the feasibility of transforming Panama Canal College, a U.S. government supported community college, into a not-for-profit, private Panamanian community higher college.

India, 1994 - Worked with the United States Information Service to develop a plan for the implementation of Community Colleges in India. Coordinated project with Community Colleges for International Development.

Mexico, 1992 to 1994 - As a consultant for the International Consortium for Educational and Economic Development, I worked with the technical schools of Mexico (CONALEP) to update the faculty, curriculum and equipment to complete in the rapidly changing global economy.

Australia, 1993 - Under the auspices of the Consortium for International Education, I was invited to tour and review higher education institutions in Melbourne and Sydney to explore student and faculty exchange opportunities and determine the suitability of the sites for semester abroad courses.

Japan, 1990 and 1991 - As Chancellor of the Coast Community College District, I traveled throughout Japan to determine the feasibility of establishing a center or centers to offer first a English as a Second Language program and later freshman and sophomore level transfer courses.

Bulgaria, Romania and Yugoslavia, 1990 - As one of several community college presidents, I visited universities in Bulgaria, Romania, and Yugoslavia shortly after the changes in governments. Our goal was to pursue cooperative educational activities and opportunities. I was invited to participate in this presidential tour by the Community Colleges for International Development.

Viet Nam, 1969 - Invited by my government to assist armed forces personnel nearing completion of their tour of service to obtain admission to colleges and universities.

ALFRED P. FERNANDEZ

ALFRED P. FERNANDEZ

DETAILED EMPLOYMENT HISTORY

Search Consultant and Education Consultant 1993-present- I own and direct all operations for Community College Search Services. We assist colleges in all aspects of locating and hiring college administrators. We conduct executive searches and other search activities for colleges including the positions of chancellor, superintendent/president, president, vice-chancellor and dean. In addition, I have been working as a higher education consultant since September 1993. I have worked as a higher education consultant abroad with completed projects in India, Mexico and Panama. For the Panamanian assignment, I served as an education consultant for the Academy for Educational Development for a project funded by the United States Agency for International Development.

Interim President, Santa Ana College 1998 - served as president of the college while handling the search for the permanent president. Assignment was concluded on August 1, 1998.

Interim Superintendent/President, College of the Sequoias, 1995-1996 - I was employed by College of the Sequoias to serve as Interim Superintendent/President after the sudden departure of their permanent president. The charge given to me by the COS Board of Trustees was to serve as CEO and keep the college initiatives moving while simultaneously handling the search for a new Superintendent/President. Both of these charges were completed in a time span of eight months (November, 1995 through June, 1996).

Chancellor, Coast Community College District, 1988 to 1993 - I served as chief executive officer of one of the largest and strongest public community college districts in the United States. The district has an enrollment of 52,000 students, 2500 faculty and support staff, and an annual budget of \$130 million. The college district includes three colleges, a public broadcasting television station and a sailing center. The district colleges are very strong in transfer programs to the university and they offer excellent programs in technical education and training. A special unit of the district called Business Link was developed under my leadership to offer especially designed courses and programs for business, industry and government. Moreover, the district is internationally renowned for its leadership in distance learning producing college courses for television. These courses are broadcast at the district television station to over two million viewers and the courses marketed throughout the world. Under my leadership, the district became active in all phases of international education and offers semester abroad programs in Asia, Europe, and Latin America.

Chancellor, Ventura County Community College District, 1982 to 1988 - I served as chief executive officer of this three-college district with an enrollment of over 30,000 students. The district employs approximately 1500 faculty and staff supported by an annual budget of approximately \$60 million a year.

President, Los Angeles Mission College, 1980 to 1982 - I served as president of one of nine colleges that comprise the Los Angeles Community College District, the largest community college district in the United States. As president of a young developing college housed in temporary facilities, I was involved in working on the purchase of a permanent site and with architects to plan

the new facilities for the site. The enrollment of the college was about 6000 in 1982.

ALFRED P. FERNANDEZ

Dean of Instruction, Ventura College, 1974 to 1980 – As dean, I reported to the president and was responsible for the total instructional program including the schedule of classes and college catalog. I had the lead role in the selection and evaluation of full-time faculty. Also, I managed the instructional budget for the college. Ventura had an enrollment of 15,000 students in 1980.

Associate Dean of Continuing Education, Santa Monica College, 1971 to 1974 - Reporting to the Dean of Instruction, I provided the leadership for the evening, weekend, off-campus and instructional television programs. I was in charge of the College in the evening. I selected and evaluated all adjunct faculty. I managed the budget for the operation.

Admissions Officer, California State University, Los Angeles, 1969 to 1971 - I was responsible for the admissions function at this major urban university. I managed a staff of about one hundred. The university had an enrollment of about 20,000 in 1971.

Geology Professor, Chaffey College, California, 1962 to 1969 - I taught geology courses at this suburban community college. The college had an enrollment of about 10,000 students in 1969.

HUMAN RESOURCES

SEPTEMBER 12, 2006

TOPIC: OUT-OF-STATE TRAVEL

Approval is requested for Renay Butler and Rocio Chavez to attend the ACHRO/EEO (Association of Chief Human Resources Officers/Equal Employment Officers) EEO Model Plan Workshop and Fall Training Institute in South Lake Tahoe, Nevada, from October 17 – 20, 2006.

Fiscal Impact: Budgeted item


RECOMMENDATION:

It is recommended that the Board of Trustees approve out-of-state travel and related expenses for Renay Butler and Rocio Chavez to attend the ACHRO/EEO EEO Model Plan Workshop and Fall Training Institute in South Lake Tahoe, Nevada, from October 17 – 20, 2006.

REFERENCE FOR AGENDA: YES

General Counsel Review: YES ___ NO ___ NOT APPLICABLE X

I recommend the Board of Trustees approve this item


Vice President, Human Resources

Date 8-22-06

I recommend the Board of Trustees approve this item


Superintendent/President

Date 9-5-06

ACTION TAKEN BY THE BOARD:

MOTION _____

SECOND _____

INFORMATION ONLY _____

Ayes ___ Noes ___

Victor Valley Community College Travel Authorization/Reimbursement Form

Name of Attendee: Renay Butler FALL INSTITUTE
 Name of Conference/Workshop: ACHRO EEO Model PLAN Workshop AND
 Location of Conference/Workshop: HARVEY'S SOUTH LAKE TAHOE
 Date(s) of Conference/Workshop: Oct 17-20, 2006

Travel Authorization/Funding Request

Estimated Cost of Attendance

Meals (\$35 per day max) _____
 Mileage 100 @ \$ 4.35 per mile TO ONTARIO AIRPORT \$ 60 / 43.50
 (call Fiscal Services for \$ per mile) YES NO
 Transportation (plane, train, bus): To be prepaid? 144+TX
 Registration: To be prepaid? 125
 Lodging/Hotel: To be prepaid? 217.50+TX
 Other: SHUTTLE-RENT TO LAKE TAHOE To be prepaid? 41.50
TOTAL ESTIMATED COST OF TRAVEL: \$ 581.50

NOTES:

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

Requisition # 013921 P.O.# _____
Renay Butler 8/18/06
 Signature of Attendee Date

APPROVAL TO ATTEND:

[Signature] 8-21-06
 Signature of Supervisor (staff) or Dean, Learning Systems (faculty) Date

Please Indicate Budget Approval

- [Signature] 8-21-06
 Budget Account Manager Signature Date
- 01-00-02-6730-3018-4500
 Department Budget Account # (12 digits) \$ Approved
- _____
 Faculty Travel Date Faculty Travel # \$ Approved
- _____
 Staff Development Date Staff Dev # \$ Approved

Processing Instructions -

Travel Authorization/Funding Phase

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

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

Reimbursement Request/ Statement of Expenses

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

Transportation

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

Lodging Total: \$ _____

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

Date	Brkfst	Lunch	Dinner	#People	\$

Other: _____

Sub-total of expenses: _____

LESS AMOUNT PREPAID BY DISTRICT: _____

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

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

Employee Signature _____ Date _____

Fiscal Services Approval _____ Date _____

Processing Instructions -

Reimbursement Request Phase

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

HUMAN RESOURCES

SEPTEMBER 12, 2006

TOPIC: CLASSIFIED ADDITIONAL POSITION

The district requests the board approve the following additional position:

Webmaster, categorically funded through Title V HSI cooperative grant

The college has been successful in obtaining a second Title 5 grant awarded to Hispanic-serving institutions. This position would design, develop, and implement the high school Bridge Project Website and develop the web-accessible data in support of the project. This position is required for approximately one year to fulfill the requirements of the grant and provide service for the students.

Fiscal Impact: Funded through Title V HSI cooperative grant

RECOMMENDATION:

It is recommended that the Board of Trustees approve the additional position of Webmaster, categorically funded through Title V HSI cooperative grant, effective September 13, 2006.

REFERENCE FOR AGENDA: NO

General Counsel Review: YES NO NOT APPLICABLE

I recommend the Board of Trustees approve this item



Vice President, Human Resources

Date 9-1-06

I recommend the Board of Trustees approve this item



Superintendent/President

Date 9-5-06

ACTION TAKEN BY THE BOARD:

MOTION _____

SECOND _____

Ayes ___ Noes ___

INFORMATION ONLY _____

INSTRUCTION

SEPTEMBER 12, 2006

TOPIC: RENEWAL AGREEMENT – PATTON STATE HOSPITAL

The district desires to enter into the renewal agreement #06-30028 with Patton State Hospital for the purpose of clinical practice for the education of the Victor Valley College Nursing Students from September 01, 2006 through June 30, 2011 and to set forth the terms and conditions of the agreement as attached.

Fiscal Impact: None to the District.


RECOMMENDATION:

It is recommended that the Board of Trustees approve the clinical renewal agreement with Patton State Hospital from September 01, 2006 through June 30, 2011 as attached.

REFERENCE FOR AGENDA: YES

General Counsel Review: YES ___ NO ___ X NOT APPLICABLE ___

I recommend the Board of Trustees approve this item



Deputy Superintendent/Executive
Vice President, Instruction

Date 8-24-06

I recommend the Board of Trustees approve this item



Interim Superintendent/President

Date 9-5-06

ACTION TAKEN BY THE BOARD:

MOTION _____

SECOND _____

Ayes ___ Noes ___

INFORMATION ONLY _____

AGREEMENT NUMBER: 06-30028

REGISTRATION NUMBER:

1. This Agreement is entered into between the State Agency and the Contractor named below

STATE AGENCY'S NAME

DEPARTMENT OF MENTAL HEALTH (Patton State Hospital)

CONTRACTOR'S NAME

Victor Valley Community College (College of Nursing)

2. The term of this Agreement is: September 01, 2006 through June 30, 2011

3. The maximum amount of this Agreement is: \$ -0-

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement:

Exhibit A — Statement of Work 4 pages

Exhibit B — Budget Detail and Payment Provisions 1 pages

Exhibit C* — General Terms and Conditions GIA101

Check mark one item below as Exhibit D:

Exhibit D — Special Terms and Conditions (Attached hereto as part of this agreement) 4 pages

Exhibit D — Special Terms and Conditions _____ pages

Exhibit E — HIPAA Business Associate Addendum _____

Exhibit F — Commercial General And Automobile Liability Insurance Requirements 1 pages

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be view at: <http://www.ols.dgs.ca.gov/Standard+Language>

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)

Victor Valley Community College (College of Nursing)

BY (Authorized Signature)

[Signature]

DATE SIGNED (do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Marianne Tortorici, Deputy Superintendent
 Executive Vice-President of Instruction

ADDRESS

18422 Bear Valley Road
 Victorville, Ca 92395-5850

STATE OF CALIFORNIA

AGENCY NAME

DEPARTMENT OF MENTAL HEALTH - Patton State Hospital

BY (Authorized Signature)

[Signature]

DATE SIGNED (do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Octavio C. Luna, Executive Director

ADDRESS

Contracts Unit
 3102 East Highland Avenue
 Patton, CA 92369-0999

CALIFORNIA
 Department of General Services
 Use Only

Exempt per: SCM #4.04 5.b

EXHIBIT "A"
(Standard Agreement)

SCOPE OF WORK

This agreement is by and between Victor Valley Community College (hereafter called "Contractor"), and the Department of Mental Health, Patton State Hospital (hereinafter called "State").

Whereas, the Contractor and State is committed to the advancement of the profession of nursing in the fulfillment of its professionally and societally defined tasks on behalf of those whom it serves;

Whereas, clinical experience is a required and integral component of the nursing internship curriculum and professional preparation; and;

Whereas, the Contractor is desirous of entering into a working relationship with the State for fulfillment of the internship period of 12 hours per week, which is a requisite of student for the completion of the Contractor's nursing internship program; and;

Whereas, the State has an interest in providing practice and research opportunities for graduate students preparing for the professional practice of nursing; and;

NOW THEREFORE, in consideration of the mutual agreements set forth herein, the Contractor and the State enter into this agreement on the terms and conditions set forth below:

1. GENERAL RESPONSIBILITIES:

- A. *Absences* – The Student shall notify the Contractor and the State, immediately, whenever absence from the State becomes necessary.
- B. *Accident Insurance* – The students shall provide proof of accident insurance coverage that will cover up to \$25,000 for injuries or accidents sustained by any of its students (subject to applicable limitations and exclusions contained in the statement of insurance) while participating in a supervised clinical education program in the United States.
- C. *Affirmative Action* – In accord with the prevailing commitment to affirmative action by the Contractor and the health and welfare institutions with which they affiliate, neither party to this Agreement shall employ discriminatory practices in its performance hereunder on the basis of ethnicity, religion, sexual identity, national origin, ancestry, age, or physical handicap.
- D. *Clinical Attire* – The student shall dress in appropriate clinical attire, as established by the Contractor and the State, secure transportation, and acquire living accommodations as necessary to participate in the clinical experience. Students must have the Contractor's name tag and patch on their person at all times.
- E. *Instruction* – Field education for the Contractor's students of dental assistant work shall be provided at the State's facility as delineated in this Agreement.
- F. *Patient's Rights* – The student shall observe and respect all patient's rights, confidences, and dignity.
- G. *Student Compensation* – The Contractor shall not compensate students for their services unless otherwise and previously agreed to by the parties to this Agreement.

SCOPE OF WORK (continued)

1. GENERAL RESPONSIBILITIES: (continued)

- H. Student Release of Information – The students shall provide, prior to the commencement of the educational experience, such information as may be required by the State for the education and guidance of the student, together with the student's authorization for release of such information, as permitted by law.

2. CONTRACTOR RESPONSIBILITIES:

- A. Instruction – The Contractor shall recommend members of its staff, qualified within the State's criteria and approved by the State, to act as Field Instructors for students placed with it for training. These instructors shall be afforded sufficient release time to instruct and supervise the student's work at the Contractor's facility in accordance with the educational objectives, learning experience, and performance expectations established by the State and agreed to by the Contractor.

1. Observe and participate in treatment activities of individuals.
2. Observe individuals' wellness and recovery planning conferences.
3. Demonstrate effective communication skills with individuals in one to one or group settings.
4. Identify the treatment programs offered to the individuals at Patton State Hospital.
5. Relate with clients using therapeutic techniques and behaviors.
6. Observe application of various treatment theories in different group settings.
7. Participate in assessment procedures of individuals.

- B. Removal of Students – The Contractor may request that the State remove any student whose performance the Contractor deems unfit to meet the demands of its service program or whose conduct otherwise interferes with its staff relationships or primary mission.

- C. Resources – The Contractor shall provide facilities, staff, materials, and other resources necessary to meet the Contractor and State's educational commitments.

- D. Service Performance – The services shall be performed for Patton State Hospital, 3102 E. Highland Avenue, Patton, CA 92369-0999.

- E. Student Selection – The Contractor shall accept students enrolled in the dietetic internship program at times, in numbers, and at such locations of the Contractor as shall be agreed upon by both parties.

- F. Student Services – The Contractor shall not use students to replace its regular staff and shall not require the students to render services except as they are identified for their learning value as part of an agreed upon educational program.

3. STATE HOSPITAL RESPONSIBILITIES:

- A. Field Instruction Consultant – The State shall assign a representative of its faculty to act as Field Instruction Consultant to the Contractor. The Consultant's responsibilities shall be to act as liaison between the Contractor and State in the development and execution of the Field Instruction program and the evaluation of student performance, and to engage in such other activities as are of mutual concern in the provision of student training.

- B. Medical Certification – The State shall provide the Contractor with a medical statement from the State's Employee Clinic certifying that each student placed with the Contractor is physically fit to engage in Field Education. Additionally, all students must show proof of current immunization for tetanus, diphtheria, Hepatitis B, measles, mumps, rubella, and polio; additionally, have had a skin test for tuberculosis within the past six months. Any exception to this certification provision shall be discussed with the Contractor prior to placement of the student in order to secure the Contractor's approval and acceptance of the student.

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EXHIBIT "B"
(Standard Agreement)

BUDGET DETAIL AND PAYMENT PROVISIONS

A. Commencement of Services

This Agreement must be fully executed and approved by the State prior to commencement of services.

B. Special Terms

1. This AGREEMENT is of an affiliation nature. It is not written or entered into in terms of binding contractual legal document basis.
2. This AGREEMENT shall be effective for a three (3) year term, commencing on the execution of this Agreement by both parties and shall automatically renew for successive one year terms thereafter.
2. Either party may terminate this agreement upon a thirty (30) day written notice to the other.
3. It is agreed that the parties to this agreement may revise or modify this agreement by written amendment when both parties agree to such an amendment.

C. Mutual Indemnification

Each party, to this contract, shall defend, indemnify, hold free and harmless the other party, its elected officials, its officers and employees, from and against any and all liability, claims, losses and demands, including attorney's fees and other reasonable costs incurred in defending any such claim, whether resulting from court action or otherwise, arising out of the acts, errors or omissions of the indemnifying party, its employees and/or authorized subcontractors, whether intentional or negligent, in the performance of this Agreement.

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EXHIBIT D
 (Standard Agreement)

CCC-1005

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)
2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
 - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
 - b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;
 - 3) any available counseling, rehabilitation and employee assistance programs; and,
 - 4) penalties that may be imposed upon employees for drug abuse violations.
 - c. Every employee who works on the proposed Agreement will:
 - 1) receive a copy of the company's drug-free workplace policy statement; and,
 - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

CONTRACTOR CERTIFICATION CLAUSES (continued)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts executed or amended after July 1, 2004, the contractor may elect to offer domestic partner benefits to the contractor's employees in accordance with Public Contract Code section 10295.3. However, the contractor cannot require an employee to cover the costs of providing any benefits which have otherwise been provided to all employees regardless of marital or domestic partner status.

CONTRACTOR CERTIFICATION CLAUSES (continued)

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1.) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2.) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1.) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2.) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)
3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

CONTRACTOR CERTIFICATION CLAUSES (continued)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.
5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:
 - a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
 - b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
 - c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.
6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.
7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.
8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

COMMERCIAL GENERAL AND AUTOMOBILE LIABILITY INSURANCE REQUIREMENTS

1. All certificates of insurance shall clearly indicate Department of Mental Health (DMH) Agreement number and be submitted to:

Department of Mental Health
Patton State Hospital
Attn: Connie Dodd/Contracts
3102 E Highland Avenue
Patton, CA 92369

2. Contractor shall without expense to DMH or the State, maintain or cause to be maintained and in effect at all times during the term of the Agreement, with insurers of recognized reputation and responsibility, a valid certificate of Commercial General and Automobile Liability Insurance in accordance with the following State of California requirements:
 - A. Evidence of insurance shall meet the requirements specified in the agreement and shall be of a form and content acceptable to Department of General Services, Office of Risk and Insurance and Management (ORIM).
 - B. The certificate of insurance shall be issued by an insurance company, or be provided through partial or total self-insurance acceptable to ORIM.
 - C. The certificate of insurance shall state an amount of Commercial General Liability of no less than \$1,000,000.00 per occurrence for bodily injury and property damage liability combined.
 - D. The certificate of insurance shall show that hazardous activities are protected through Comprehensive General Liability, and additional insurance (such as automobile liability insurance in case motor vehicles are used in performance of the Agreement) may be required.
 - E. The certificate of insurance shall provide that the insurer shall not cancel the insured's coverage without thirty (30) days prior written notice to the state.
 - F. The certificate of insurance shall provide that the State of California, its officers, agents, employees, and servants are included as additional insured.
 - G. The certificate of insurance shall meet such additional standards as may be determined by Corporations, either independently or in consultation with ORIM, for protection of the state.
 - H. The certificate of insurance shall state an amount of Automobile Liability of no less than \$1,000,000.00 per occurrence for bodily injury and property damage liability combined.
3. In the event said insurance coverage lapses, expires, or is canceled at any time or times during the term of the Agreement, Contractor shall provide at least thirty (30) days prior to said date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of ORIM. Contractor agrees that no work or services shall be performed prior to such approval. In the event Contractor fails to keep current and in effect at all times, insurance coverage as herein provided, the state may, in addition to any other remedies, terminate the Agreement.

ADMINISTRATIVE SERVICES

SEPTEMBER 12, 2006

TOPIC: AGREEMENT – SIX TEN & ASSOCIATES

The district wishes to enter into an agreement with Six Ten and Associates for State Mandate Claim Preparation for the 2006 – 2007 fiscal year. Length of contract from September 1, 2006 – June 30, 2007.

The State of California is required to reimburse districts for the cost of implementing programs mandated by the state, such as Collective Bargaining. These programs are not directly funded, but, instead require the district to submit claims annually to the State Controller. The complexity of these annual claims requires special skills and experience not available from district staff. In addition, the number of claims and the seasonal nature of the work to prepare and submit the claims would impact other duties of the business office personnel. Government Code Section 53060 grants the district the authority to contract with and employ persons for the furnishing to the district of special services if such persons are specially trained, experienced, and competent to perform the services needed. The college has fallen behind in filing mandated cost claims over the past several years and has missed an opportunity for significant financial reimbursement from the state

Fiscal Impact: Budgeted item, not to exceed \$24,000.00

RECOMMENDATION:

It is recommended that the Board of Trustees approve the agreement with Six Ten and Associates for State Mandate Claim Preparation for the 2006 – 2007 fiscal year.

REFERENCE FOR AGENDA: YES

General Counsel Review: YES NO NOT APPLICABLE

I recommend the Board of Trustees approve this item



Vice President, Administrative Services

Date 8/28/06

I recommend the Board of Trustees approve this item



Superintendent/President

Date 9-5-06

ACTION TAKEN BY THE BOARD:

MOTION _____

SECOND _____

Ayes ___ Noes ___

INFORMATION ONLY _____

**AGREEMENT FOR MANDATE REIMBURSEMENT
CLAIM PREPARATION SERVICES
SixTen and Associates
FISCAL YEAR 2006-07**

PARTIES TO THE AGREEMENT

Parties: SixTen, Incorporated
dba SixTen and Associates
5252 Balboa Avenue, Suite 807
San Diego, California 92117
Telephone: 858-514-8605
Fax: 858-514-8645

Hereinafter referred to as "CONSULTANT"

Victor Valley Community College District
18422 Bear Valley Road
Victorville, CA 92392-5849

Hereinafter referred to as "DISTRICT"

WITNESSETH

WHEREAS, the DISTRICT requires special assistance to prepare its state mandated cost reimbursement claims;

WHEREAS, the DISTRICT does not have adequately trained staff available to provide such special services; and

WHEREAS, CONSULTANT is specially trained and possesses certain skills, experience, education and competency to perform the special services, and DISTRICT desires to engage CONSULTANT for such special service upon the terms herein provided; and

WHEREAS, California Government Code Section 53060 grants the DISTRICT the authority to contract with and employ persons for the furnishing to DISTRICT of special services if such persons are specially trained, experienced, and competent to perform the special services requested; and

WHEREAS, DISTRICT finds that CONSULTANT is so qualified, and holds the required credential and/or license.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

I RESPONSIBILITIES OF CONSULTANT

- A. SERVICES PROVIDED BY THE CONSULTANT: The Consultant shall:
1. Prepare and timely file with the State Controller the DISTRICT's state mandated cost reimbursement annual claims subject to the approval and satisfaction of the

DISTRICT.

2. Provide DISTRICT staff with data collection, documentation preparation, and cost accounting forms necessary to provide CONSULTANT with data and documentation to prepare the state mandated cost reimbursement annual claims.
3. Respond to, or assist DISTRICT staff to respond to, state agency inquiries regarding DISTRICT state mandated cost reimbursement annual claims including appealing claim payment actions to the State Controller and filing Incorrect Reduction claims before the Commission on State Mandates.
4. Record and report to the DISTRICT time spent by the CONSULTANT on each mandate program for state mandate reimbursement reporting purposes.

B. SERVICES EXPRESSLY EXCLUDED:

Preparation and representation for the DISTRICT of other administrative actions and litigation services are **not** within the scope of this agreement:

II RESPONSIBILITIES OF DISTRICT

The DISTRICT agrees, during the term of this Agreement to:

- A. Designate an employee of the DISTRICT as the "Mandated Cost Coordinator" to facilitate CONSULTANT's communication with DISTRICT employees.

DESIGNEE: Bruce Baron, Vice President, Administrative Services

- B. Designate an employee of the DISTRICT to interpret policies and procedures to CONSULTANT.

DESIGNEE: Bruce Baron, Vice President, Administrative Services

- C. Provide necessary and complete data and documentation for preparation of state mandated cost reimbursement claims no later than thirty (30) working days before the State Controller-designated due date for submission of claims as a necessary condition for CONSULTANT to timely prepare and file the claims.

III COMPENSATION AND REIMBURSEMENT

- A. HOURLY-RATE COMPENSATION FOR SERVICES:

1. For professional services performed by Keith B. Petersen President of the CONSULTANT, the amount of one-hundred twenty-five dollars (\$125.00) per hour.
2. For professional services performed by Senior Associates of the CONSULTANT, the amount of one-hundred ten dollars (\$110.00) per hour.
3. For professional services performed by other professional Associates of the CONSULTANT, the amount of ninety dollars (\$90.00) per hour.
4. For technical support services performed by employees of the CONSULTANT, the amount of seventy dollars (\$70.00) per hour.

These rates shall not be increased during the term of the contract.

B. SERVICES COMPENSATED:

CONSULTANT will charge DISTRICT for time spent working on DISTRICT's claims, including document and claim preparation, submission of claim to the state, claim file maintenance, statistical reporting, activity reports, and other activities which the DISTRICT would itself similarly perform to accomplish the preparation and filing of claims. Services will be billed in increments of one-tenth of an hour, including travel time and time spent on telephone calls, except that there will be no charge for telephone calls with the DISTRICT designated Mandated Cost Coordinator in order to encourage frequent communication between the Coordinator and CONSULTANT.

C. COSTS INCURRED ON BEHALF OF THE DISTRICT:

The DISTRICT agrees to reimburse CONSULTANT's reasonable travel and lodging expenses for travel in excess of 50 miles from CONSULTANT's office. The DISTRICT agrees to reimburse CONSULTANT for other reasonable costs (printing costs for training materials, messenger and delivery fees, or extraordinary postage or telephone expenses) incurred in the performance of this agreement so long as such costs are approved or ratified by the DISTRICT.

D. CONTRACT "NOT TO EXCEED" LIMIT:

For services performed and costs incurred during the term of the Agreement, the total amount billed during the term of the contract **shall not exceed \$24,000**. DISTRICT is on notice that the number and types of programs for which the DISTRICT can submit claims and the dates these claims are due to the state are under the control of the state. This billing limit is based upon the workload anticipated at the time the contract is signed. In the unlikely event that there is a significant increase in number and types of programs for which claims can be filed, or a change in due dates for the claims, CONSULTANT shall promptly notify DISTRICT.

E. BILLING STATEMENTS AND PAYMENT PROCEDURES:

CONSULTANT shall monthly submit time and cost invoices to the DISTRICT. CONSULTANT may bill less frequently for the convenience of the DISTRICT if the billing amount for any month or an aggregate of months is less than five hundred dollars. Approved payments shall be made by the DISTRICT within thirty (30) days of receipt of the invoice from the CONSULTANT.

IV DISCLAIMER OR GUARANTEE

DISTRICT is on notice that full or complete payment, and the timing of payments for mandate reimbursement claims, is subject to the state's claim acceptance and review procedures and subject to annual appropriations by the Legislature. The state may suspend or terminate mandate programs, delay or deny timely payment, and adjust amounts claimed or payable. CONSULTANT cannot guarantee payment, date of payment, amount of payment, or whether the state will agree to amounts claimed, which are also subject to audit for a period of at least three years from date of filing or first payment. Any statements regarding the reimbursement of amounts claimed are expressions of opinion only. Payment for CONSULTANT's services is not contingent on payment of the DISTRICT's claims.

V INDEPENDENT CONTRACTOR

CONSULTANT is, for all purposes arising under this Agreement, an independent contractor. No officer, agent, or employee of CONSULTANT or DISTRICT shall be deemed an officer, agent or employee of the other party hereto. Neither CONSULTANT nor DISTRICT, nor any officer, agent or employee thereof shall be entitled to any benefits to which employees of the other party hereto are entitled, including, but not limited to overtime, retirement benefits, workers' compensation benefits, and injury leave or other leave benefits.

VI ASSIGNMENT

Neither CONSULTANT nor DISTRICT may assign and/or transfer any interest in this Agreement, without the prior written consent of the other party hereto.

VII INDEMNIFICATION

- A. CONSULTANT agrees to defend, indemnify, and save free and harmless the DISTRICT, its officers, agents and employees against any and all losses, injuries, claims, actions, causes of action, judgment, and liens arisen from, or alleged to have arisen from CONSULTANT's performance or lack thereof under this Agreement.
- B. DISTRICT agrees to defend, indemnify, and save free and harmless the CONSULTANT, its officers, agents and employees against any and all losses, injuries, claims, actions, causes

of action, judgment, and liens arisen from, or alleged to have arisen from DISTRICT's performance or lack thereof, under this Agreement.

VIII INSURANCE DISCLOSURE

CONSULTANT maintains general liability insurance and will include DISTRICT as an additional insured upon request. CONSULTANT maintains workers' compensation and will provide evidence of coverage to DISTRICT upon request.

IX AMENDMENT

No changes in the responsibilities of DISTRICT and/ or CONSULTANT to be performed hereunder shall become effective until mutually agreed upon by the DISTRICT and CONSULTANT in writing. Such changes as are mutually agreed to by the DISTRICT and the CONSULTANT which require additional services or a reduction in services to be performed by the CONSULTANT under this Agreement and an adjustment to the amount to be paid to the CONSULTANT as provided herein shall be incorporated in written amendments to this Agreement.

X TIMELY PERFORMANCE

It is understood and agreed that the services herein contemplated will require the timely efforts and performances of each of the contracting parties in order that the sequential phases of the work can be accomplished, and in the event either party shall fail in this requirement, the other party shall not be penalized for a delay in any phase of the process occasioned by the delaying party. DISTRICT shall hold CONSULTANT harmless for any late filing penalties occasioned by DISTRICT's delay in performance.

XI TERM AND TERMINATION OF AGREEMENT

- A. **The term of this Agreement shall commence on September 1, 2006 and shall continue until June 30, 2007.**
- B. Notwithstanding the foregoing, this Agreement may be terminated upon thirty (30) days written notice by either party with or without good cause. Said termination shall not be deemed to be a breach of this Agreement and/ or tortious conduct.
- C. Upon termination or non-renewal of this contract, CONSULTANT shall provide to DISTRICT within thirty days of final payment for services a copy of all claims filed on behalf of the DISTRICT as well as any supporting documentation which the DISTRICT has indicated are original documents.

XII NOTICES

Any notice permitted or required under the provisions of this Agreement shall be in writing and signed by the party giving or serving the same and either in person or delivered by certified mail, addressed to the party as follows:

CONSULTANT:

Keith B. Petersen, President
SixTen and Associates
5252 Balboa Avenue, Suite 807
San Diego, CA 92117

DISTRICT:

Bruce Baron, Vice President, Administrative Services
Victor Valley Community College District
18422 Bear Valley Road
Victorville, CA 92392-5849

XIII CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement and no attachments unless otherwise indicated.

XIV SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates shown below.

FOR: SixTen and Associates

Keith B. Petersen, President
TIN# 68-0598669

Date

FOR: **Victor Valley Community College District**

Bruce Baron, Vice President
Administrative Services
Board Approval Date: _____, 2006

Date

HUMAN RESOURCES

SEPTEMBER 12, 2006

TOPIC: MANAGEMENT RESIGNATION

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

- 1. Phyllis A. Seifert, CDC director, effective September 8, 2006.

RECOMMENDATION:

The district recognizes and appreciates the years of service given by the individual listed above who has tendered her resignation. This resignation is included for the board's information.

REFERENCE FOR AGENDA: NO

General Counsel Review: YES NO NOT APPLICABLE

I recommend the Board of Trustees approve this item

III B. Seifert
 Vice President, Human Resources

Date 8-29-06

I recommend the Board of Trustees approve this item

Louis E. Zellers
 Superintendent/President

Date 9-5-06

ACTION TAKEN BY THE BOARD:

MOTION _____

SECOND _____

Ayes ___ Noes ___

INFORMATION ONLY

HUMAN RESOURCES

SEPTEMBER 12, 2006

TOPIC: RATIFICATION OF TENTATIVE AGREEMENT

A tentative agreement has been reached with CSEA on Article VIII, Salary, and Article IX, Health and Welfare Benefits.

RECOMMENDATION:

It is recommended that the Board of Trustees ratify the tentative agreement reached with CSEA on Article VIII, Salary, and Article IX, Health and Welfare Benefits, as listed.

REFERENCE FOR AGENDA: YES


General Counsel Review: YES NO NOT APPLICABLE

I recommend the Board of Trustees approve this item


Vice President, Human Resources

Date 8-23-06

I recommend the Board of Trustees approve this item


Superintendent/President

Date 9-5-06

ACTION TAKEN BY THE BOARD:

MOTION _____

SECOND _____

Ayes _____ Noes _____

INFORMATION ONLY _____

TENTATIVE AGREEMENT
CSEA Chapter #584
Victor Valley Community College District

August 14, 2006

ARTICLE VIII
SALARY

- 8.1 Effective July 1, ~~2005~~ **2006**, the classified salary schedules will be increased by ~~5.875~~ **5.92%** as indicated on the schedules attached as Appendix D and Appendix E (permit and associate permit teachers). All classified bargaining unit members, including those working in the Child Development Center, shall be eligible for the increase.
- 8.2 In the event either faculty or management is provided a percentage salary increase for the period from the close of negotiations through June 30, ~~2006~~ **2007**, greater than that provided in this agreement, a comparable salary increase will be granted to classified employees.


ARTICLE IX
HEALTH AND WELFARE BENEFITS

- 9.1 Major medical health and accident insurance must be carried by all bargaining unit members.
- 9.2 The District will provide for each full-time unit member, per fringe benefit year, \$8100, and will pay the difference between \$8,100 and the HMO plan for the 3+ family coverage effective July 1, ~~2005~~ **June 30, 2006**. A non-discriminatory cafeteria plan shall be offered to all unit members except for subscriber's health insurance which is mandatory and will be deducted from the "cafeteria" plan. If the percentage increase in the contribution for benefits from other than the trust fund is greater for either faculty or management than that percentage granted in this agreement for the period of time from the close of negotiations through June 30, ~~2006~~ **2007** a similar increase will be provided CSEA.
- 9.3 An insurance committee consisting of two classified bargaining unit members, two certificated bargaining unit members, and two employees appointed by the president shall be formed for the purpose of investigating and developing alternative health and welfare plans. The committee shall meet as frequently as necessary to present recommendations to the president relating to health and welfare programs which provide the best benefits for the least costs. The committee shall endeavor to find programs available within the amount of District contribution set forth herein above, and it shall meet and remain active as necessary.

- 9.4 The District will provide retirement benefits for unit members who are eligible for PERS/STRS retirement and who have a minimum of ten years of service at Victor Valley Community College District at the time of retirement. Said benefits will be the current health insurance benefits provided to the Classified as a whole and said benefits will be provided to both the eligible employee and said employee's spouse until the employee reaches Medicare age. In order to be eligible for this benefit, the unit member must have been employed by the District on or after July 1, 1999. In the event that any or all of the medical providers under the district paid plans are not available to a retired unit member and/or his/her spouse because of a change of residency or otherwise, the District shall be required to pay no more than the amount designated in section 9.2 above in order for the unit member and/or his spouse to obtain alternative benefits.

This agreement is tentatively agreed to pending ratification by CSEA and the Board of Trustees.

For the district:

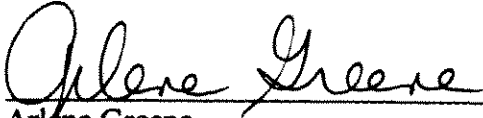


Marion Boenheim
Vice President, Human Resources

8-14-06

Date

For CSEA:



Arlene Greene
CSEA President

8-14-06

Date

HUMAN RESOURCES

SEPTEMBER 12, 2006

TOPIC: CTA TENTATIVE AGREEMENT, SALARY INCREASE

A tentative agreement has been reached with CTA for a 5.92% cost of living adjustment to be distributed on the salary schedule by the Association and approved by the district, effective with the academic year 2006-2007. A faculty vote on the tentative agreement is scheduled for September 1, 2006.

Fiscal Impact: budgeted item

RECOMMENDATION:

Pending ratification by the faculty, it is recommended that the Board of Trustees ratify the tentative agreement reached with CTA for a 5.92% cost of living adjustment to be distributed on the salary schedule by the Association and approved by the district, effective with the academic year 2006-2007, as listed.

REFERENCE FOR AGENDA: YES

General Counsel Review: YES **NO** **NOT APPLICABLE**


I recommend the Board of Trustees approve this item



Vice President, Human Resources

Date 8-28-06

I recommend the Board of Trustees approve this item



Superintendent/President

Date 9-5-06

ACTION TAKEN BY THE BOARD:

MOTION _____

SECOND _____

Ayes ___ Noes ___

INFORMATION ONLY _____

TENTATIVE AGREEMENT
2006-2007 Salary Increase
August 7, 2006

This Tentative Settlement Agreement is entered into by and between the Victor Valley Community College District and the California Teachers Association Chapter 1169.

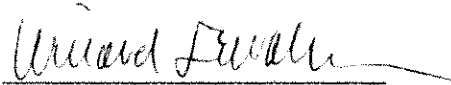
The Victor Valley College Faculty Association shall receive the following increase for 2006-2007 on the full-time faculty salary schedule, effective July 1, 2006:

5.92% Cost of Living Adjustment to be distributed on the salary schedule by the Association.

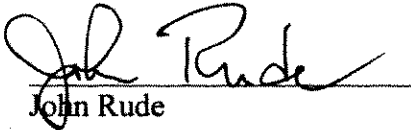
For the district:



Marion Boenheim



Willard Lewallen

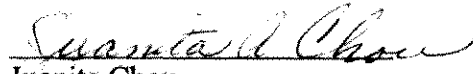


John Rude



Marianne Tortorici

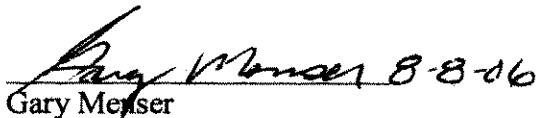
For the faculty:



Juanita Chou



Lisa Ellis



Gary Meiser

HUMAN RESOURCES

SEPTEMBER 12, 2006

TOPIC: MANAGEMENT MEET AND CONFER

It is recommended that the Board of Trustees approve the following:

- 1) Effective July 1, 2006, the management salary schedule will be increased equivalent to the COLA (currently projected as 5.92%) provided in the state budget for the 2006-2007 fiscal year.
- 2) Effective July 1, 2006, fully fund the current management benefit package consisting of medical, vision, and life insurance. Reinstate district-paid dental, which would be implemented on an as-needed basis as chosen by the individual management employee (i.e. 1-party, 2-party, family) with any available management trust fund monies continuing to offset costs.
- 3) Management retiree benefits: Effective July 1, 2006, if an eligible retiree moves out of state, a similar medical plan may be chosen by the retiree (not to exceed the current cost of active employee plans). A retiree may include any dependents in addition to a spouse, as long as the premium does not exceed the cost of the retiree plus spouse (as is the case with the composite rate).

Fiscal impact: #1 and #2 budgeted, #3 no cost

RECOMMENDATION:

It is recommended that the Board of Trustees approve a salary increase of 5.92%, fund the benefit package, and make changes to retiree benefits as listed.

REFERENCE FOR AGENDA: NO

General Counsel Review: YES NO NOT APPLICABLE


I recommend the Board of Trustees approve this item



 Vice President, Human Resource

Date 8-28-06

I recommend the Board of Trustees approve this item



 Superintendent/President

Date 9-5-06

ACTION TAKEN BY THE BOARD:

MOTION _____

SECOND _____

Ayes ___ Noes ___

INFORMATION ONLY _____

HUMAN RESOURCES

SEPTEMBER 12, 2006

TOPIC: FACULTY MINIMUM QUALIFICATIONS UNDER EQUIVALENCY PROCESS

TO THE BOARD OF TRUSTEES:

Title 5 section 53430 regarding minimum qualifications and Ed Code 87360 indicate that hiring criteria policies and procedures for new faculty members shall be developed and agreed upon jointly by representatives of the governing board and the Academic Senate and approved by the governing board. The Senate has developed the attached criteria for equivalency and has reached agreement with the vice president for Instruction and vice president for Human Resources.

Fiscal Impact: Budgeted

RECOMMENDATION:

It is recommended that the board approve the equivalencies for minimum qualifications for faculty as listed.

REFERENCE FOR AGENDA: YES

General Counsel Review: YES NO NOT APPLICABLE


I recommend the Board of Trustees approve this item



Vice President, Human Resources

Date 8-28-06

I recommend the Board of Trustees approve this item



Superintendent/President

Date 9-5-06

ACTION TAKEN BY THE BOARD:

MOTION _____

SECOND _____

Ayes ___ Noes ___

INFORMATION ONLY _____

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT

FACULTY MINIMUM QUALIFICATIONS UNDER EQUIVALENCY PROCESS

(Approved by Faculty Senate March 2, 2006)

APPLICANT NAME _____ DISCIPLINE _____

Please refer to the Equivalency Qualifications policy attached to this request form for guidelines and conditions upon which equivalency may be approved.

The minimum standard for equivalency may be met in on of three ways—course work, work experience, or eminence. Please check the appropriate box under which you are submitting the equivalency request and provide the **required documentation**:

COURSE WORK

A master's degree in a discipline which is not specifically named on the Board of Governor's minimum qualification list for the particular discipline in question, but includes course work which clearly parallels and/or is closely related to the discipline which is specifically listed on the minimum qualifications list. (Course work must be satisfactorily completed with a grade of C or higher and must be from an accredited institution recognized by the Department of Education).

Please list the Board of Governor's minimum qualification for the discipline and the specific courses from the applicant's transcripts which parallel or are closely related to the discipline listed on the minimum qualifications list.

WORK EXPERIENCE

A minimum of fifteen (15) years of work experience in the field is required. The candidate is responsible for submitting evidence proving mastery of the skills in the vocation, thorough enough for the specific assignment and broad enough to serve as a basis for teaching the other courses in the discipline. Extensive and diverse knowledge of the working environment is required. Applicants will be required to provide specific and conclusive evidence of equivalency such as certifications, licenses, employer certificatory letter, recency of experience.

Please provide a statement and evidence as listed showing mastery of the skills of the vocation with a minimum of fifteen (15) years of experience.

EMINENCE

The candidate must provide verifiable eminence in the field, plus conclusive evidence of the ability to teach effectively at the community college level. The candidate must provide clear and preponderant evidence of understanding the principles of teaching and he or she possesses the skills necessary to teach effectively at the community college level.

Eminence as evidenced by prominence and celebrity is established by the specific industry and/or community at large. This shall include appropriate state, national, and/or international associations, trade unions, guilds, or communities comprised of experts who are themselves renowned in the specific field and who can attest in writing to the prominence and celebrity of the applicant. Eminence alone is not sufficient to grant equivalency, but must be accompanied by adequate evidence of the applicant's knowledge and ability to teach effectively at the community college level. The applicant may provide documentation supporting the status of eminence, and the college may also seek other avenues to verify the eminence of the candidate.

Please provide a statement and evidence which indicates why the applicant should be approved under the eminence provision of equivalency and provide the required documentation.

			Approved	Disapproved
			<input type="checkbox"/>	<input type="checkbox"/>
_____ Department Chair's Name	_____ Signature	_____ Date	<input type="checkbox"/>	<input type="checkbox"/>
_____ Dean's Name	_____ Signature	_____ Date	<input type="checkbox"/>	<input type="checkbox"/>
_____ Vice President, Instruction	_____ Signature	_____ Date	<input type="checkbox"/>	<input type="checkbox"/>
Equivalency Committee:				
_____ Name	_____ Signature	_____ Date	<input type="checkbox"/>	<input type="checkbox"/>
_____ Name	_____ Signature	_____ Date	<input type="checkbox"/>	<input type="checkbox"/>
_____ Name	_____ Signature	_____ Date	<input type="checkbox"/>	<input type="checkbox"/>
Faculty Senate President:				
_____ Name	_____ Signature	_____ Date	<input type="checkbox"/>	<input type="checkbox"/>

COMMENTS:

HUMAN RESOURCES

SEPTEMBER 12, 2006

TOPIC: CLASSIFIED TEMPORARY INCREASE IN ASSIGNMENT

An additional 20 hours per week is needed to enter data into matriculation records and files. The district is requesting that the position of office assistant in the Teacher Learning Center, currently held by Esperanza Aragon, be temporarily increased from 20 hours/week to 40 hours/week for a maximum of 180 days, effective September 1, 2006.

Fiscal Impact: additional 20 hours/week from credit matriculation


RECOMMENDATION:

The district is recommending that the position of office assistant in the Teacher Learning Center, currently held by Esperanza Aragon, be temporarily increased from 20 hours/week to 40 hours/week for a maximum of 180 days, effective September 1, 2006.

REFERENCE FOR AGENDA: NO

General Counsel Review: YES NO NOT APPLICABLE


I recommend the Board of Trustees approve this item



Vice President, Human Resources

Date 8-28-06

I recommend the Board of Trustees approve this item



Superintendent/President

Date 9-5-06

ACTION TAKEN BY THE BOARD:

MOTION _____

SECOND _____

Ayes ___ Noes ___

INFORMATION ONLY _____

BOARD OF TRUSTEES

SEPTEMBER 12, 2006

TOPIC: CANCELLATION OF THE OCTOBER 24, 2006 BOARD MEETING

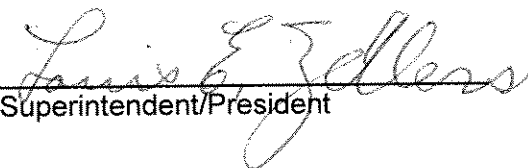
RECOMMENDATION:

It is recommended that the Board of Trustees approve the cancellation of the October 24, 2006 Board meeting.

REFERENCE FOR AGENDA: NO

General Counsel Review: YES X NO ___ NOT APPLICABLE ___

I recommend the Board of Trustees approve this item


Superintendent/President

Date 9-5-06

ACTION TAKEN BY THE BOARD:

MOTION _____

SECOND _____

Ayes ___ Noes ___

INFORMATION ONLY _____

HUMAN RESOURCES

SEPTEMBER 12, 2006

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

TO THE BOARD OF TRUSTEES:

The district wishes to authorize payment for accrued vacation hours for the following administrative management employee:

1. Patricia Spencer, superintendent/president, not to exceed 31.61 days, \$24,194.93.

Fiscal Impact: Budgeted


RECOMMENDATION:

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

REFERENCE FOR AGENDA: NO

General Counsel Review: YES NO NOT APPLICABLE


I recommend the Board of Trustees approve this item



 Vice President, Human Resources

Date 8-22-06

I recommend the Board of Trustees approve this item



 Superintendent/President

Date 9-5-06

ACTION TAKEN BY THE BOARD:

MOTION _____

SECOND _____

Ayes ___ Noes ___

INFORMATION ONLY _____

SEPTEMBER 12, 2006

HUMAN RESOURCES

TOPIC: CLASSIFIED RESIGNATION

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

- 1. Bonifacio Solis, Admission and Records technician, bilingual, effective August 30, 2006.

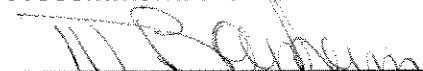
RECOMMENDATION:

The district recognizes and appreciates the years of service given by the individual listed above who has tendered his resignation. This resignation is included for the board's information.

REFERENCE FOR AGENDA: NO

General Counsel Review: YES ___X___ NO ___ NOT APPLICABLE ___


I recommend the Board of Trustees approve this item



 Vice President, Human Resources

Date 8-22-06

I recommend the Board of Trustees approve this item



 Superintendent/President

Date 9-5-06

ACTION TAKEN BY THE BOARD:

MOTION _____

SECOND _____

Ayes ___ Noes ___

INFORMATION ONLY ___

HUMAN RESOURCES

SEPTEMBER 12, 2006

TOPIC: REVISED CLASSIFIED SALARY SCHEDULE

The classification of Student Development Center Specialist II was inadvertently omitted on the Hay Study previously approved by the board. Additionally, Anna Garcia and Beth Roberts should be placed in the classification of Student Development Center Specialist II. Therefore, the incumbents in this position should be listed on Range 12 of the salary schedule: Anna Garcia, Patricia Montgomery, Gabriella Quesada, Beth Roberts.

Fiscal Impact: budgeted

RECOMMENDATION:

The district is recommending that the board approve the revised Classified Salary Schedule which includes the classification of Student Development Center Specialist II on Range 12 of the salary schedule and include Anna Garcia, Patricia Montgomery, Gabriella Quesada, Beth Roberts.

REFERENCE FOR AGENDA: YES

General Counsel Review: YES ___ NO ___ NOT APPLICABLE X

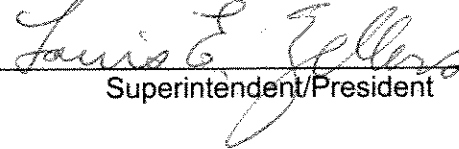
I recommend the Board of Trustees approve this item



Vice President, Human Resources

Date 9-1-06

I recommend the Board of Trustees approve this item



Superintendent/President

Date 9-5-06

ACTION TAKEN BY THE BOARD:

MOTION _____

SECOND _____

Ayes ___ Noes ___

INFORMATION ONLY _____

Subject to Board approval, COLA will be added effective July 1, 2006

CLASSIFIED SALARY SCHEDULE

Updated 8/17/06

	HAY LEVEL	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
CUSTODIAN	8	2,218	2,331	2,446	2,567	2,698	2,833
SWITCHBOARD OPERATOR	8						
LEAD CUSTODIAN	9	2,391	2,506	2,636	2,765	2,902	3,047
STUDENT DEVELOPMENT CENTER ASSISTANT	9						
ASSOC.TEACHER-CDC	10	2,510	2,636	2,767	2,907	3,050	3,203
OFFICE ASSISTANT	10						
WAREHOUSE DELIVERY WORKER	10						
ADMIN. SECRETARY I	11	2,702	2,840	2,977	3,129	3,285	3,449
CLERICAL TECHNICIAN I	11						
GROUND MAINT. WORKER	11						
INSTRUCTIONAL ASSISTANT	11						
LEAD WAREHOUSE DELIVERY WORKER	11						
PRINTING SERVICES TECHNICIAN 50%	11						
ACCOUNTING TECHNICIAN I	12	2,911	3,057	3,208	3,371	3,538	3,715
ADMISSIONS AND RECORDS TECHNICIAN	12						
BOOK DIVISION COORDINATOR	12						
BOOKSTORE OPERATIONS	12						
CDC FOOD SERVICES SPECIALIST	12						
CLERICAL TECHNICIAN II	12						
DSPS ASSISTANT/INTERPRETER	12						
FINANCIAL AID TECHNICIAN	12						
HUMAN RESOURCES TECHNICIAN	12						
LABORATORY AIDE	12						
LEAD GROUND MAINT.WORKER	12						
LIBRARY TECHNICIAN	12						
MAINTENANCE LOCKSMIT	12						
MAINTENANCE TECHNICIAN	12						
PAYROLL AND BENEFITS TECHNICIAN	12						
PRINTING SERVICES SPECIALIST	12						
RECORDS EVALUATOR II	12						
STUDENT SERVICES SPECIALIST II	12						
ADMIN. SECRETARY II	13	3,295	3,457	3,633	3,814	4,003	4,203
ADMINISTRATIVE COORDINATOR	13						
ADMISSIONS AND RECORDS SPECIALIST	13						
CAMPUS POLICE OFFICER	13						
CURRICULUM & SCHEDULING TECHNICIAN	13						
DEAF & HARD OF HEARING SPECIALIST	13						
INSTR'L NTK/CMPTR MAINT TECHNICIAN	13						
LABORATORY TECHNICIAN	13						
M & O & FACILITIES CONST CLERICAL TECH	13						
MAINTENANCE WORKER	13						
MEDIA SERVICES SPECIALIST	13						
NETWORK/MICROCOMPUTER TECHNICIAN	13						
PERMIT TEACHER-CDC	13						
PLACEMENT SPCLST-CAL	13						
PLACEMENT SPECIALIST	13						
PURCHASING TECHNICIAN	13						
SENIOR INSTRUCTIONAL ASSISTANT	13						
VEHICLE & EQUIP MECHANIC	13						
ACCOUNTING TECHNICIAN II	14	3,820	4,009	4,210	4,421	4,642	4,874

Subject to Board approval, COLA will be added effective July 1, 2006

CLASSIFIED SALARY SCHEDULE

Updated 8/17/06

	HAY LEVEL	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
CARE SPECIALIST	14						
COMMUNICATIONS SYSTEMS TECHNICIAN	14						
DATABASE ADMINISTRATOR	14						
DSPS SPECIALIST	14						
ELECTRONICS LAB SPEC	14						
EOPS SPECIALIST	14						
FINANCIAL AID SPECIALIST	14						
LEAD MAINTENANCE WORKER	14						
PAC COORDINATOR	14						
PAC TECHNICIAN	14						
VOCATIONAL PROGRAMS SPECIALIST	14						
CALWORKS/JTPA COORDINATOR	15	4,321	4,537	4,763	5,002	5,251	5,514
COMMUNICATIONS SYS COORDINATOR	15						
INSTIT'L RESEARCH COORDINATOR	15						
NETWORK MANAGER	15						
SR. PROGRAMMER/SOFTWARE DEVELOPER	15						
SR. SYSTEMS ANALYST	15						
WEBMASTER	15						
(NONE)	16	4,888	5,133	5,390	5,659	5,943	6,240

HUMAN RESOURCES

SEPTEMBER 12, 2006

TOPIC: AGREEMENT, LOUIS E. ZELLERS

The district requests approval of the agreement with Dr. Louis E. Zellers to serve as the interim superintendent/president, for one year, effective August 21, 2006.

Fiscal Impact: \$13,400 salary plus \$400 stipend and \$1500 housing allowance in lieu of health and welfare benefits per month


RECOMMENDATION:

It is recommended that the Board of Trustees approve the agreement with Dr. Louis E. Zellers to serve as the interim superintendent/president for one year, effective August 21, 2006, as listed.

REFERENCE FOR AGENDA: YES

General Counsel Review: YES NO NOT APPLICABLE

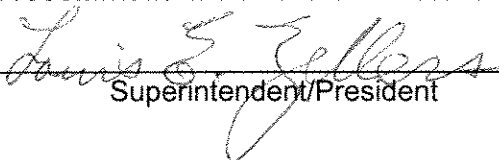
I recommend the Board of Trustees approve this item



Vice President, Human Resources

Date 9-5-06

I recommend the Board of Trustees approve this item



Superintendent/President

Date 9-5-06

ACTION TAKEN BY THE BOARD:

MOTION _____

SECOND _____

Ayes ___ Noes ___

INFORMATION ONLY _____

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
EMPLOYMENT AGREEMENT
INTERIM SUPERINTENDENT/PRESIDENT

The Victor Valley Community College District, hereinafter referred to as "District," agrees to employ Dr. Louis E. Zellers, hereinafter referred to as "Employee" as the interim superintendent/president of the Victor Valley Community College District. Employee shall report to and take direction from the Board of Trustees of the District.

1. District Support: District shall provide to the satisfaction of Employee adequate working conditions and support personnel.

2. Payment: In consideration of this agreement, District shall pay Employee at the rate of \$160,800 per year pro-rated for the period of service less than a full year served. In addition to his salary, Employee shall receive a \$400 per month stipend for general expenses and \$1,500 monthly allowance for housing in lieu of health and welfare benefits. Employee will be provided two days per month district-paid vacation leave, one day per month district-paid sick leave, and all paid holidays granted to certificated administrators of the district. Upon termination or expiration of this agreement, Employee shall be paid for any unused, accrued vacation time. In addition, Employee shall be provided with five district-paid personal business leave days. Employee shall be provided with a district vehicle and district gasoline credit card for business use and incidental personal use.

District will reimburse Employee for any required district travel expenses. Also, Employee will submit such receipts as District may require for all of Employee's expenses that are necessary for carrying out his duties under this agreement, including travels, meals, lodging, and incidentals, all in accordance with District policies and procedures.

3. Employee's Duties and Powers: Under the direction of the Board of Trustees of the District, Employee shall perform such duties as are commensurate with the position of superintendent/president of the District. Employee shall be responsible for the operation of the District and shall devote such time and attention as are necessary to fully and completely perform his duties as required as an exempt employee.

4. Term of Agreement: Employee will begin services to the District on August 21, 2006, and said services will continue thereafter on a month-to-month basis for a period of up to one year unless either party provides written notification of a desire to terminate the contract. Such notice will be provided 60 days prior to the termination date, unless the 60-day time period is reduced by mutual agreement between the District and Employee. This agreement is not subject to automatic renewal or re-employment pursuant to Section 72411(c) of the Education Code.

Joe Range, President
Board of Trustees
Victor Valley Community College District

Date

Dr. Louis E. Zellers

Date

ADMINISTRATIVE SERVICES

SEPTEMBER 12, 2006

TOPIC: PUBLIC HEARING AND ADOPTION OF THE 2006 – 2007 BUDGET

The district wishes to have the Board of Trustees hold a public hearing and adopt the 2006 – 2007 budget as presented. Pursuant to Section 58301 of Title 5 of the California Code of Regulations, the Board of Trustees must adopt a budget for the operation of the college on or before September 15. The district has complied with all public posting requirements.

Fiscal Impact: Formally establishes budget.

RECOMMENDATION:

It is recommended that the Board of Trustees hold a public hearing and adopt the 2006 – 2007 budget as presented.

REFERENCE FOR AGENDA: YES

General Counsel Review: YES NO NOT APPLICABLE


I recommend the Board of Trustees approve this item



Vice President, Administrative Services

Date 8/15/06

I recommend the Board of Trustees approve this item



Superintendent/President

Date 9-5-06

ACTION TAKEN BY THE BOARD:

MOTION _____

SECOND _____

Ayes ___ Noes ___

INFORMATION ONLY _____

**2006-2007 Final General Fund Budget
Using the Statewide Budget Workshop - August 2006**

	Unrestricted	Restricted	Combined
BEGINNING FUND BALANCE	2,232,307	1,355,480	\$3,587,787
ESTIMATED REVENUES:			
8100 - Federal Revenues			
Americorps TRDP		45,194	45,194
ASE Certified Mechanic			0
College Work Study		300,286	300,286
Title V Hispanic-Serving Grant		550,387	550,387
Title V Cooperative Grant		300,845	300,845
Pell Grants		18,500	18,500
SEOG		15,506	15,506
TANF		100,407	100,407
Title IV Project		237,986	237,986
TRIO/SSS		30,000	30,000
Veterans		2,800	2,800
VTEA/Tech Prep		363,991	363,991
Total Federal Revenues	-	1,965,902	1,965,902
8600 - State General Apportionment			
Basic Skills	-		0
Fee Waiver Admin (2%)	51,049		51,049
Mandated Costs	20,000		20,000
Part-time Faculty Allocation	398,461		398,461
State General Apportionment (Incl PFE)	31,534,279		31,534,279
Total State General Apportionment	32,003,789	-	\$32,003,789
8600 - Categorical/One-Time Revenues			
Articulation		5,000	5,000
Block Grants		-	0
CalWORKS		490,197	490,197
CARE		170,961	170,961
Child Development Apportionment		190,714	190,714
Community Service - Fees			0
Continuing Education-Auto Seminars			0
Continuing Education-BET			0
Continuing Education-Shogren Career			0
DSPS		728,959	728,959
EOPS		831,416	831,416
Family Child Care Certification			0
Financial Aid Assistance (BFAP)		433,047	433,047
Foster Kinship Care			0
Independent Living			0
Physical Plant & Instructional Equipment		1,010,281	1,010,281
Lottery		1,208,215	1,208,215
Matriculation, Credit		370,126	370,126
Matriculation, Non-credit		10,635	10,635
Staff Diversity		13,972	13,972
Other State Funding		359,570	359,570
TTIP (Telecommunications)		36,697	36,697
Total Categorical/One-time Revenues	-	5,859,790	\$5,859,790
8800 - Local Revenues			
Community Service		60,000	60,000
Contract Education		56,800	56,800
Dr. Reddy Grant		178,155	178,155
Enrollment Fees	1,877,151		1,877,151
Facility Rentals	40,000		40,000
Interest	80,000		80,000
Job Fair		1,500	1,500
Local Property Taxes	8,839,120		8,839,120
Miscellaneous Income	85,500	764,969	850,469
Non-Resident Tuition	175,000		175,000
Parking		524,500	524,500
Transcripts	15,000		15,000
Total Local Revenues	11,111,771	1,605,924	\$12,717,695
8900 - Other Revenue Sources	2,500,000		2,500,000
TOTAL ESTIMATED REVENUES	45,615,560	9,431,616	\$55,047,176

ESTIMATED EXPENDITURES:**Academic**

Teachers Salary	8,470,802	307,800	8,778,602
Teachers Salary Regular, No STRS	248,860		248,860
Summer	1,500,000		1,500,000
Department Chairs	187,886		187,886
Overload	102,500		102,500
Academic - Stipends	51,200		51,200
Academic - Counselors	344,404	835,590	1,179,994
Counselors (Summer)	100,000		100,000
Librarians	138,008		138,008
Librarians (Summer)	34,000		34,000
Faculty Hiring Committee	4,000		4,000
Faculty, Release	199,500		199,500
Faculty, Part-time	1,737,218	69,736	1,806,954
Adjunct Summer Salary	16,880		16,880
Faculty, Part-time (Unit of Pay)	543,142		543,142
Academic-Head Coaches	75,000		75,000
Personal Services	-	69,700	69,700
Counselors, Part-time	82,320	34,000	116,320
Academic, Part-time	20,000	42,778	62,778
Librarians, Part-time	71,000		71,000
Academic Salaries	13,926,720	1,359,604	\$15,286,324

Administration

Admin Salary - Supt/VP	562,246		562,246
Admin Salary - Deans	538,517		538,517
Admin Salary - Others	250,381		250,381
Admin Salary	1,351,144	-	1,351,144
TOTAL ACADEMIC SALARIES	15,277,864	1,359,604	16,637,468

Classified

Regular, Non-instructional	5,080,935	1,393,187	6,474,122
Regular, Instructional	1,253,152	182,849	1,436,001
Classified Specials	43,000		43,000
Out-of-Class Pay		19,753	19,753
Coaches	64,000		64,000
Overtime	70,000	-	70,000
Classified Subs	1,445		1,445
Part-time temp, Instructional	20,650		20,650
Fee Base Instructor		86,100	86,100
Part-time temp, Non-instructional	7,800		7,800
Professional Experts	41,800	42,725	84,525
Total Classified Salaries	6,582,782	1,724,614	8,307,396

Other Classified

Management	1,597,534	206,712	1,804,246
Stipends	9,600		9,600
Students	185,550	277,219	462,769
VVC Board	14,400	-	14,400
Other Classified Salaries	1,807,084	483,931	\$2,291,015

TOTAL CLASSIFIED SALARIES

	8,389,866	2,208,545	\$10,598,411
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TOTAL SALARIES

	23,667,730	3,568,149	\$27,235,879
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Benefits

TOTAL BENEFITS	7,149,333	1,015,803	8,165,136
TOTAL SALARIES AND BENEFITS	30,817,063	4,583,952	\$35,401,015

4000s - Supplies	819,044	802,974	1,622,018
5000s - Contracts (travel, utilities, legal, etc.)	5,014,370	2,104,122	7,118,492
6000s - Equipment/Software	1,212,691	1,206,946	2,419,637
7000s - Reserves, Grants, Transfers	7,752,392	733,622	8,486,014
	14,798,497	4,847,664	19,646,161
TOTAL EST EXPENDITURES	45,615,580	9,431,616	55,047,176

Estimated Ending 2006-07 Fund Balance	2,232,307	1,355,480	3,587,787
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2006-2007 DEBT SERVICE FUND

BEGINNING FUND BALANCE		\$ 42,116,356
Estimated Revenues:		
Interest Revenue -County	\$10,390	
Interest Income - CIF	8,000	
Interest Income - GIC	2,608,000	
Interest Income - LP	5,000	
Transfers In	2,075,300	4,706,690
TOTAL ESTIMATED REVENUES		<u>\$ 46,823,046</u>
Estimated Expenditures:		
Debt Service-Debt Redemption	\$300,000	
Debt Service - Interest & Other Service Charges	1,000,000	
Debt Service - Other Payments	1,239,000	2,539,000
TOTAL ESTIMATED EXPENDITURES		<u>\$ 2,539,000</u>
Estimated Ending Fund Balance		<u>\$ 44,284,046</u>
Principal Amount of COP Outstanding		53,450,000
Unfunded Liability		\$ 9,165,954

2006-2007 CAPITAL OUTLAY PROJECTS FUND

BEGINNING FUND BALANCE		\$1,514,870
Estimated Revenues:		
Redevelopment Pass Through	\$470,000	
Interest Income	25,000	
Scheduled Maintenance (50%)	86,487	
Capital Construction Funds	<u>30,032,700</u>	<u>30,614,187</u>
TOTAL REVENUES AVAILABLE		\$32,129,057
Estimated Expenditures:		
Capital Outlay Projects		
Advanced Technology Building - Construction Costs	15,000,000	
Auxiliary Gym Replacement	3,032,700	
Speech & Drama Addition	<u>12,000,000</u>	<u>30,032,700</u>
Scheduled Maintenance Projects		
Automotive Abatement	86,487	
	<u>86,487</u>	<u>86,487</u>
Local projects		
Miscellaneous Maintenance Projects	470,000	
Signage & Campus Landscaping	<u>25,000</u>	<u>495,000</u>
TOTAL EXPENDITURES		<u><u>30,614,187</u></u>
ESTIMATED ENDING FUND BALANCE		<u><u>\$1,514,870</u></u>

2006-2007 CHILD DEVELOPMENT CENTER FUND

BEGINNING FUND BALANCE \$252,232

Estimated Revenues:

Federal Block Grant	\$164,216	
Federal Food Program	80,000	
General Child Care	506,316	
State Preschool	218,534	
Interest Income	3,500	
CDC Fees	15,000	
Miscellaneous Income	43,448	1,031,014

ESTIMATED REVENUES \$1,283,246

Estimated Expenditures:

Teachers Salaries	\$318,150	
Teachers Stipend	\$32,000	
Teachers Salary - Hourly	20,000	
Administrative Salaries	58,937	
Classified Salaries	110,734	
Classified Salaries - Short-term/Subs	3,300	
Classified Salaries - Students	56,485	
Benefits	238,000	
Supplies	7,000	
Food	42,000	
Travel/Conference	2,700	
Dues & Memberships	525	
Contracts - Repairs	15,000	
License Fees	1,800	
Advertising	500	
Contingency	123,883	1,031,014

TOTAL ESTIMATED EXPENDITURES 1,031,014

Estimated Ending Fund Balance \$252,232

2006-2007 STUDENT BODY CENTER FEE FUND

BEGINNING FUND BALANCE		\$8,170
Estimated Revenues:		
Interest Income	\$1,000	
Student Center Fees	<u>100,000</u>	<u>101,000</u>
TOTAL REVENUES		\$109,170
Estimated Expenditures:		
Other Outgoing Transfers	\$101,000	
TOTAL ESTIMATED EXPENDITURES		\$101,000
Estimated Ending Fund Balance		<u><u>\$8,170</u></u>

2006-2007 HEALTH TRUST FUND

BEGINNING FUND BALANCE		\$2,511
Estimated Revenues:		
Interest Income	\$1,200	
Investment from General Fund	<u>10,000</u>	<u>11,200</u>
TOTAL REVENUES		\$13,711
Estimated Expenditures:		
Transfer to General fund		11,200
TOTAL ESTIMATED EXPENDITURES		11,200
Estimated Ending Fund Balance		<u><u>\$2,511</u></u>

2006-2007 SELF-INSURANCE FUND

BEGINNING FUND BALANCE		\$186,542
Estimated Revenues:		
Interest Income	\$1,900	
Incoming Transfers	<u>38,100</u>	<u>40,000</u>
TOTAL REVENUES		\$226,542
Estimated Expenditures:		
Supplies	\$0	
Contracted Services	<u>\$40,000</u>	<u>\$40,000</u>
TOTAL ESTIMATED EXPENDITURES		
Estimated Ending Fund Balance		<u>\$186,542</u>

2006-2007 AUXILIARY SERVICES FUND

BEGINNING FUND BALANCE \$ 150,378

Estimated Local Revenues:

8600 Pepsi Commission	\$ 20,000	
Pepsi Exclusivity	\$ 30,000	
Vending	\$ 9,000	
Taco Bell	\$ 9,000	
SAC Rental	\$ 18,000	
PAC Rental	\$ 45,000	
Athletic/gym/fields Rental	\$ 3,000	
Bookstore Transfer	\$ 125,000	
Student Center Fee	\$ 100,000	
Aux locker/sanitary/custodial	\$ 1,000	
Citizen ATM	\$ 1,000	
Interest Income	\$ 3,000	
Aux Misc Income	\$ 25,000	
Rent: Excelsior Education Center	\$ 21,000	
Farmers Market	\$ 10,000	
Auto Fair	\$ 18,000	
Univ of Phoenix	\$ 5,000	
	<u>\$ 443,000</u>	<u>\$ 593,378</u>

TOTAL ESTIMATED LOCAL REVENUES

Estimated Expenditures:

2000 <u>Salaries</u>	\$ 310,000	
3000 <u>Benefits</u>	<u>\$ 85,000</u>	<u>\$ 395,000</u>
4000 <u>Other</u>		
Cash over/short	\$ 500	
Bank service charges	\$ 750	
Food & Related Items	\$ 750	
Promotional expenses	\$ 1,000	
Rentals	\$ 750	
Equipment/Furniture	\$ 6,000	
Computer Equipment	\$ 5,000	
Scholarships	\$ 500	
Memberships	\$ 500	
Contract/Repairs	\$ 1,500	
Travel/Conference	\$ 1,250	
Aux contributions/Board	\$ 1,500	
Misc Expense	\$ 5,000	
SAC/PAC Maintenance Fund	\$ 10,000	
District Exp - President	\$ 25,000	
PVC-ID Card	\$ 5,000	
District Expenses	\$ 15,000	
		<u>\$ 80,000</u>

TOTAL EXPENDITURES

\$ 475,000

Estimated Ending Fund Balance

\$ 118,378

2006-2007 RAMS BOOKSTORE FUND

BEGINNING FUND BALANCE \$ 879,171

Estimated Local Revenues:

8600 New Text	\$ 2,100,000
Used Text	\$ 475,000
Custom Publish	\$ 32,000
Trade Books	\$ 35,000
Clothing	\$ 68,000
Bundles	\$ 18,000
Supplies	\$ 125,000
Electronics	\$ 33,000
Gifts	\$ 15,000
Sundries	\$ 55,000
Graduation	\$ 28,000
Other Income	\$ 25,000
Interest Income	\$ 5,000
Shipping/handling	\$ 6,000

TOTAL ESTIMATED REVENUES	\$ 3,020,000
Cost of Goods Sold	\$ (2,300,000)
Gross Margin from Local Revenues	\$ 720,000

Estimated Expenditures:

2000 <u>Salaries</u>		
Contract Salaries	\$ 325,000	
Short-term Salaries	\$ 30,000	
Total Salaries		\$ 355,000
3000 <u>Benefits</u>		\$ 95,000
Total Salaries & Benefits		\$ 450,000
4000 <u>Other</u>		
Penalty	\$ 500	
Postage	\$ 1,000	
Credit Not Received L	\$ 7,250	
Over/short	\$ 1,000	
Bad Checks	\$ 5,000	
Bad debt expense	\$ 3,000	
Bank Service Charge	\$ 1,500	
Contract-Repair/Servi	\$ 10,000	
Credit Card Fees	\$ 35,000	
Donation	\$ 2,500	
Memberships/Training/confe	\$ 10,000	
Miscellaneous	\$ 5,000	
Office Supplies/Paper	\$ 15,000	
Promotions	\$ 6,000	
Aux Contribution/SAC	\$ 125,000	
Scholarships	\$ 1,000	
Contract Services/pris	\$ 17,000	
Computer Maint.	\$ 20,000	
Advertising expense	\$ 3,500	

Telephone	\$ <u>750</u>	\$ <u>270,000</u>
TOTAL EXPENDITURES		\$ 720,000
Estimated Ending Fund Balance		\$ 879,171

2006-2007 ASSOCIATED STUDENT BODY TRUST FUND

BEGINNING FUND BALANCE \$ 94,852

Estimated Revenues:

ASB Card Sales	\$ 125,000	
Theatre Arts Tickets	11,000	
Athletic Tickets	4,000	
Miscellaneous	3,000	
Student Rep Fees	<u>12,000</u>	<u>\$ 155,000</u>
		\$ 249,852

Estimated Expenditures:

Athletic Expense	38,000	\$ 38,000
Dance Department	5,000	
Rambassadors/Mun contribution	4,400	
Bank service charges	300	
Contract/service/software	3,500	
Contributions	5,000	
Advertising Expense	1,000	
Activities Fund	16,000	
Field Trips	3,500	
Dues & Conference	20,000	
Clubs - ICC	6,000	
Supplies Expense	5,500	
Scholarships	5,000	
Theatre Arts Expense	19,000	
ASB Book vouchers	6,400	
Campus Improvement	2,400	
Miscellaneous Expense	2,000	
Student Rep Fee	<u>12,000</u>	<u>\$ 117,000</u>
TOTAL ESTIMATED EXPENDITURES		\$ 155,000
Estimated Ending Fund Balance		\$ 103,000

HUMAN RESOURCES

SEPTEMBER 12, 2006

TOPIC: APPOINTMENT OF A SEARCH COMMITTEE FOR SUPERINTENDENT/PRESIDENT
TO THE BOARD OF TRUSTEES:

The district requests approval to form a search committee for the position of superintendent/president. The committee of not less than 7 or more than 11 members will recommend to the board a minimum of three acceptable, unranked candidates for the position of superintendent/president. The committee is to be chaired by the vice president of Human Resources and will include representation from the community, Academic Senate, CSEA (due to a lack of a classified senate), ASB, management, and Foundation.

Fiscal Impact: Budgeted


RECOMMENDATION:

It is recommended that the board approve the formation of the search committee for the position of superintendent/president.

REFERENCE FOR AGENDA: NO


General Counsel Review: YES NO NOT APPLICABLE

I recommend the Board of Trustees approve this item


Vice President, Human Resources

Date 9-1-06

I recommend the Board of Trustees approve this item


Superintendent/President

Date 9-5-06

ACTION TAKEN BY THE BOARD:

MOTION _____

SECOND _____

Ayes ___ Noes ___

INFORMATION ONLY _____