
AGENDA

Victor Valley Community College District
Board of Trustees Regular Meeting
Board Room, Victor Valley College
18422 Bear Valley Road, Victorville, CA 92395

This meeting will be electronically recorded

April 11, 2006

CALL TO ORDER

4 p.m.

PLEDGE OF ALLEGIANCE

ACTION

1. CLOSED SESSION

- (a) Government Code Section 54956.9:
CONFERENCE WITH LEGAL COUNSEL —
EXISTING LITIGATION: six (6) cases
 - (1)Gloria Henderson vs. Victor Valley Community College, Bettye Underhill, Nick Halisky, VCVVS 030263;
 - (2)Nicholas Halisky and Cathleen Halisky vs. Victor Valley Community College District, Dennis Henderson, et. al, VCVVS 026112; consultation with legal counsel per Government Code Section 54956.9(a)
 - (3)Carissa M. Warren, Gaye L. Giarmo, and Karen E. Salazar v. Victor Valley Community College District, Larry Butcher and Does 1 through 100, VCVVS 027382
 - (4)Lynn Puckett vs. Victor Valley Community College District, Ron Krimper, Nick Halisky, Bettye Underhill, Dennis Henderson, Maxine Moore, and Does 1-1000;VCVVS 037295
 - (5)Lynn Puckett vs. Victor Valley Community College District, Ron Krimper, Nick Halisky, Bettye Underhill, Dennis Henderson, Maxine Moore, and Does 1-1000; VCVVS 036483
 - (6)Victor Valley Community College District vs. Nicholas Louis Halisky, Lynn Puckett, and Does 1 through 100, VCVVS 036483
- (b) Government Code Section 54957.6: CONFERENCE WITH LABOR NEGOTIATORS
Agency designated representatives: Bill Schmidt, Willard Lewallen, Richard Prystowsky, Willie Davis Pringle, John Rude, Bruce Baron. Employee organizations: CSEA, CTA, AFT-PTFU
- (c) Government Code Section 54957:
DISCIPLINE/DISMISSAL/RELEASE OF A PUBLIC EMPLOYEE:
One (1) position
- (d) Government Code Section 54956.9
POTENTIAL LITIGATION: Student Complaint
- (f) Government Code Section 54957; PUBLIC EMPLOYEE PERFORMANCE
EVALUATION

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

- (g) Government Code Section 54956.9 Conference with legal counsel – existing litigation (1) case
 - 1. Modification of study of hourly lawsuit settlement agreement with California School Employees Association in order to create Auxiliary Services Assistant position

2. RECONVENE TO OPEN SESSION **6 p.m.**
2.1 Action as a result of Closed Session

3. GOVERNING BOARD

- 3.1 Consider approval of the minutes of the March 28, 2006, special Board meeting. YES ___ NO ___

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

- 3.3 Agenda Additions/Revisions YES ___ NO ___

4. REPORTS Information

- 4.1 Superintendent/President

- 4.2 Instruction

- 4.3 Student Services

- 4.4 Administrative Services

- 4.5 Human Resources

- 4.6 Governmental Relations

- 4.7 Foundation

- 4.8 Board of Trustees

- 4.9 Constituency Representatives

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

- 4.10 Public Comments

This is the time for the general public to address the Board. State law prohibits the Board from addressing any issue not included on the agenda. Please limit comments to three minutes per individual and a total of 15 minutes per topic. Discussion of personnel matters is inappropriate for open session. The Board is committed to protecting the privacy interests of District personnel. Should any member of the public

wish to discuss a personnel matter, it must first be brought to the attention of the director of human resources. Speakers are cautioned that under California law, no person is immune from liability for making intentionally false or defamatory comments regarding any person simply because those comments are made at a public meeting.

5. CONSENT AGENDA

All matters listed under **Consent Agenda** are considered by the Board of Trustees to be routine or sufficiently supported by back-up information as not to require additional discussion. Consent items will be enacted by one motion. 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. Public comment on Consent Agenda items from anyone completing an Agenda Discussion Form will be heard prior to the Board's vote on the Consent Agenda.

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

YES ___ NO ___

a. Agreements

Consider approval of the agreements as listed. Fiscal Impact: Budgeted Item. See detailed listing below.

Vendor/Consultant	Service	Amount
3M Library Systems	Maintenance agreement. Renew library detection system for the period 5/7/06-5/6/07.	\$1,331.00
Taylor & Francis Group, LLC	License fees. Renew subscription to electronic database "Routledge Religion Resource" for the period 6/1/06-5/31/07.	\$1,876.00
OCLC, Inc.	Contract services. OCLC online cataloging and metadata services, interlibrary loan services.	\$1,500.00
	TOTAL	\$4,707.00

b. Agreements – Contract Education Services

Consider approval of the agreements for Contract Education Services courses with the contractors listed below. Fiscal Impact: \$15,700.00 to the District.

VENDOR	COURSE	COURSE DATES	TENTATIVE AMOUNT RCVD
California School of Notary Public	Become a California State Notary Public-Online	1/3/06-2/10/06	\$ 700.00
Learn CPR 4 Life	American Heart Association Healthcare Provider CPR	1/9/06-2/6/06	\$1,200.00
Learn CPR 4 Life	American Heart Association Heartsaver First Aid	1/9/06-2/6/06	\$2,000.00
California State Notary Public	Notary Public Workshop	6/24/06-8/5/06	\$3,000.00
California State Notary Public	Certified Loan Signing Agent	7/8/06	\$1,200.00
California State Notary Public	Notary Public Workshop	8/30/06-12/16/06	\$4,000.00
California State Notary Public	Certified Loan Signing Agent	8/30/06-12/16/06	\$3,600.00
		TOTAL	\$15,700.00

c. Student Travel – CAEYC Conference

Consider approval of travel for three students to attend the CAEYC conference in Anaheim, CA, April 21-22, 2006. Fiscal Impact: None to the District. The cost of approximately \$1,200 will be paid by TANF grant funds.

d. Board of Trustees and Payment Reports

Consider approval of the Board of Trustees transfers and payments reports.

e. Non-Classified Employees

Consider approval of the appointments as listed. Fiscal Impact: Budgeted

f. Temporary Academic

Consider approval of the appointments as listed Fiscal impact: Budgeted

g. Classified Bargaining Unit Appointments, Promotions, and/or Transfers

Consider approval of the transfers/appointments as listed. Fiscal Impact: Budgeted.

h. Administrative/Management/Confidential Appointments

Consider approval of the appointments as listed Fiscal impact: Budgeted.

i. Academic Appointments.

Consider approval of the appointments as listed Fiscal impact: Budgeted.

ACTION AGENDA

6. BOARD OF TRUSTEES

7. SUPERINTENDENT/PRESIDENT

- 7.1 United We Stand Fund Designer's Challenge Monument YES ___ NO ___
Consider approval of the monument design presented by the Desert Valley Charitable Foundation.
- 7.2 Second Reading: Revised Board Policy No. 2015 – Student Member YES ___ NO ___
Consider acceptance for Second Reading the revised Board Policy No. 2015, Student Member.
- 7.3 Second Reading: Revised Board Policy No. 2315 – Closed Sessions YES ___ NO ___
Consider acceptance for Second Reading the revised Board Policy No. 2315, Closed Sessions.
- 7.4 Second Reading: Revised Board Policy No. 2345 – Public Participation at Board Meetings YES ___ NO ___
Consider acceptance for Second Reading the revised Board Policy No. 2345, Public Participation at Board Meetings.
- 7.5 Second Reading: Revised Board Policy No. 3410 – Nondiscrimination YES ___ NO ___
Consider acceptance for Second Reading the revised Board Policy No. 3410, Nondiscrimination.
- 7.6 Second Reading: Revised Board Policy No. 4020 – Program and Curriculum Development YES ___ NO ___
Consider acceptance for Second Reading the revised Board Policy No. 4020, Program and Curriculum Development.
- 7.7 Second Reading: Revised Board Policy No. 5010 – Admissions and Concurrent Enrollment YES ___ NO ___
Consider acceptance for Second Reading the revised Board Policy No. 5010, Admissions and Concurrent Enrollment.
- 7.8 Second Reading: Revised Board Policy No. 5015 – Residence Determination YES ___ NO ___
Consider acceptance for Second Reading the revised Board Policy No. 5015, Residence Determination.
- 7.9 Second Reading: Revised Board Policy No. 5550 – Speech: Time, Place and Manner YES ___ NO ___
Consider acceptance for Second Reading the revised Board Policy No. 5550, Speech: Time, Place and Manner.
- 7.10 Second Reading: Revised Board Policy No. 5700 – Athletics YES ___ NO ___
Consider acceptance for Second Reading the revised Board Policy No. 5700, Athletics

7.11 Second Reading: Revised Board Policy No. 6400 – Audits
Consider acceptance for Second Reading the revised Board Policy No. 6400 Audits YES ___ NO ___

7.12 Second Reading: Revised Board Policy No. 6700 – Civic Center and Other Facilities Use
Consider acceptance for Second Reading the revised Board Policy No. 6700, Civic Center and Other Facilities Use. YES ___ NO ___

7.13 Second Reading: Proposed Administrative Procedure No. 6700 – Civic Center and Other Facilities Use
Consider acceptance for Second Reading the proposed Administrative Procedure No. 6700, Civic Center and Other Facilities Use. YES ___ NO ___

7.14 Second Reading: Revised Board Policy No. 7100 – Commitment to Diversity
Consider acceptance for Second Reading the revised Board Policy No. 7100, Commitment to Diversity. YES ___ NO ___

7.15 Second Reading: Revised Board Policy No. 7120 – Recruitment and Selection
Consider acceptance for Second Reading the revised Board Policy No. 7120, Recruitment and Selection. YES ___ NO ___

7.16 Second Reading: Revised Board Policy No. 7210 – Academic Employees
Consider acceptance for Second Reading the revised Board Policy No. 7210, Academic Employees. YES ___ NO ___

7.17 Second Reading: Revised Board Policy No. 7240 – Confidential Employees
Consider acceptance for Second Reading the revised Board Policy No. 7240, Confidential Employees. YES ___ NO ___

7.18 Second Reading: Revised Board Policy No. 7370 – Political Activity
Consider acceptance for Second Reading the revised Board Policy No. 7370, Political Activity. YES ___ NO ___

8. INSTRUCTION

8.1 MOU – San Bernardino Superintendent of Schools
Consider ratifying the attached Memorandum of Understanding for the Central Eligibility List registration process for families to help them find available child care slots within the county. Fiscal Impact: None to the District. YES ___ NO ___

9. STUDENT SERVICES

9.1 MOU – Western Research and Development (Addendum)

Consider approval of the addendum to the MOU with Western Research and Development. Fiscal impact: Budgeted Item, 10% of funds awarded, currently \$54,000 annually for the Title V HSI independent grant and \$30,000 annually for the Title V HSI cooperative grant.

YES ___ NO ___

9.2 2006-2007 Academic Calendar Revision

Consider approval of the 2006-2007 Academic Calendar as listed.

YES ___ NO ___

10. ADMINISTRATIVE SERVICES

10.1 Agreement

Consider approval of the agreement with Golden State Labor Compliance, LLC as submitted. Fiscal Impact: Not to exceed \$47,000. funds are 100% reimbursable from the state.

YES ___ NO ___

10.2 Agreement – Donations

Consider acceptance of the donations as college property. Total donation amount \$43,192.56

YES ___ NO ___

10.3 Agreements – Water Rights Purchases

Consider approval of the agreements to purchase unused water rights as listed. Fiscal Impact: Budgeted Item, \$41,070

YES ___ NO ___

10.4 Tax and Revenue Anticipation Note Program

Consider approval of the resolution authorizing the issuance of tax and revenue anticipation notes for the 2006-07 fiscal year. Budgeted item, estimated interest expense of \$20,000.00

YES ___ NO ___

10.5 Bid Awards – Speech Drama Addition

Consider awarding the bids to the designated companies/contractors as listed on the attachment. Fiscal Impact: \$7,060,610.00 Fund 71 reimbursable expenditure.

YES ___ NO ___

11. HUMAN RESOURCES

11.1 Public Hearing for CSEA Initial Negotiations Proposal

Consider holding a public hearing on the initial proposal of the CSEA to the district as listed.

YES ___ NO ___

- a) The board president hereby declares the hearing open
- b) The public may now comment on the initial proposal
- c) The board president hereby declares the hearing closed

12. FOR INFORMATION ONLY

12.1 Monthly Financial Reports

Provided as an informational item.

Information

12.2 Substitutes Provided Through Contract

Provided as an informational item.

Information

13. ADJOURNMENT

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



Victor Valley Community College District Special of Trustees Regular Meeting

Minutes

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

March 28, 2006

4 p.m.

CALL TO ORDER: The Board of Trustees of Victor Valley Community College District met in Open Session on March 28, 2006, in the Board Room of the Administration Building. Mr. Range, Board President, called the meeting to order at 4 p.m.

Tom Elder arrived at 4:01 p.m.

PLEDGE OF ALLEGIANCE: Arlene Greene led the audience in the Pledge of Allegiance to the flag.

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

MEMBERS ABSENT: Kimberlee Kelly, Student Trustee

STAFF/GUESTS PRESENT: Dr. Spencer, Mr. Bill Greulich, Annette McComas, Willie Davis Pringle, Margaret West, Les West, Mary Pringle, Richard Stephan, Jack Thomas other staff, and members of the public.

CLOSED SESSION: Mr. Range recessed the Open Session at 5:05 p.m. and the Board met in Closed Session from 5:05 p.m. to 6:00 p.m. to discuss the following:

The Board moved to Closed Session from 5:05 p.m. to 6 p.m. to discuss the following:

1. BOARD WORKSHOP

- (a) Wireless/paperless board meetings
Brian Bledsoe with Motion Computing provided a demonstration on the proposed wireless/paperless board meeting.

1. CLOSED SESSION

5 p.m.

- (a) Government Code Section 54957:

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

DISCIPLINE/DISMISSAL/RELEASE OF A PUBLIC EMPLOYEE:

One (1) position

- (b) Government Code Section 54956.9

POTENTIAL LITIGATION: Student Complaint

2. RECONVENE TO OPEN SESSION

6 p.m.

2.1 Action as a result of Closed Session

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

Mr. Henderson arrived at 6:01 p.m.

3. GOVERNING BOARD

- 3.1 It was MSC (Underhill/Elder, 5-0) to approve the minutes of the March 14, 2006, regular Board meeting as amended.

Mr. Henderson provided his opinion that to be in compliance with the Brown Act, the minutes should indicate that the report out of closed session, top of page 3, should have included the job title of the employee.

Mr. Range reported that within 72 hours of the board meeting, the agenda and the unadopted minutes are posted in its entirety on the website. A number of packets are distributed throughout the college and several newspapers and schools are provided with the agenda docket.

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

- 3.3 Agenda Additions/Revisions

Dr. Spencer announced that items 5.d and 10.1 had amendments and that item 11.1 would be an informational item only and that a public hearing to allow for comments would be heard at the next Board meeting.

4. Public Comments

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

Dr. Underhill reported that the Model United Nations students did an outstanding job speaking at the Apple Valley Rotary luncheon. A \$750 check was presented to the students by Apple Valley Rotary to assist with their expenses.

5. CONSENT AGENDA

All matters listed under **Consent Agenda** are considered by the Board of Trustees to be routine or sufficiently supported by back-up information as not to require additional discussion. Consent items will be enacted by one motion. 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. Public comment on Consent Agenda items from anyone completing an Agenda Discussion Form will be heard prior to the Board's vote on the Consent Agenda.

It was MSC (Elder/Underhill, 5-0) to approve the following consent items to be approved in one motion as amended (item 5.d).

- a. Non-Classified Employees
Consider approval of the appointments as listed. Fiscal Impact: Budgeted
- b. Temporary Academic
Consider approval of the appointments as listed. Fiscal Impact: Budgeted
- c. Academic Ratification of Equivalency Request
Consider approval of the eminence request as listed. Fiscal impact: None
- d. Classified Bargaining Unit Appointments, Promotions, and/or Transfers
Consider approval of the transfers/appointments as listed.
- e. Agreement – Olivia Mercado
Consider ratifying the agreement as listed below. Fiscal Impact: Budgeted Item, Title V Grant

Vendor/Consultant	Service	Amount
Olivia Mercado	Facilitate training workshop, provide materials and educational resources, conduct follow-up of participants	\$1,200.00
	Total	\$1,200.00

ACTION AGENDA

6. BOARD OF TRUSTEES

6.1 CCCT Board Election – 2006

It was MSC (Underhill/Nelson, 5-0) following discussion the motion carried to nominate Anita Grier, Rebecca Garcia, Nancy Chadwick, Charles Meng, Mary Anne Rooney, Kay Albiani, Paul Fong, Rosanne Bader, Judi Beck and Eva Kinsman to serve on the 2006 CCCT Board of Directors.

6.2 Board of Trustees' Retreat

Discuss planning for the next Board of Trustees' Retreat (i.e., set a tentative retreat date, agenda items, training, choose a facilitator)

The Board suggested the next session for Board development to take place July 17 and 18, 2006 with their second option being July 24 and 25, 2006. Items for discussion should include Board

governance, Board development, Board leadership, Board plans for the future, relationships with the community, paperless board meetings and ethics training.

6.3 Rescheduling the Regular Board Meeting of June 13, 2006

It was MSC (Henderson/Nelson, 5-0) to reschedule the June 13, 2006 regular Board meeting and combining it with the June 27, 2006 special board meeting.

7. **SUPERINTENDENT/PRESIDENT**

It was unanimously agreed that items 7.1-7.17 would be voted as one group. Mr. Range announced that the Board would not be interacting on the Public Comments that were submitted.

It was MSC (Elder/Underhill, 5-0) following discussion the motion carried to accept the revised board polices and administrative procedure for first reading.

7.1 First Reading: Revised Board Policy No. 2015 – Student Member

Consider acceptance for first reading the revised Board Policy No. 2015, Student Member.

7.2 First Reading: Revised Board Policy No. 2315 – Closed Sessions

Consider acceptance for first reading the revised Board Policy No. 2315, Closed Sessions.

Public Comment: Mrs. West inquired why the final draft audit report from the bureau of State audits is part of closed session.

7.3 First Reading: Revised Board Policy No. 2345 – Public Participation at Board Meetings

Consider acceptance for first reading the revised Board Policy No. 2345, Public Participation at Board Meetings.

7.4 First Reading: Revised Board Policy No. 3410 – Nondiscrimination

Consider acceptance for first reading the revised Board Policy No. 3410, Nondiscrimination.

7.5 First Reading: Revised Board Policy No. 4020 – Program and Curriculum Development

Consider acceptance for first reading the revised Board Policy No. 4020, Program and Curriculum Development.

7.6 First Reading: Revised Board Policy No. 5010 – Admissions and Concurrent Enrollment

Consider acceptance for first reading the revised Board Policy No. 5010, Admissions and Concurrent Enrollment.

7.7 First Reading: Revised Board Policy No. 5015 – Residence Determination

Consider acceptance for first reading the revised Board Policy No. 5015, Residence Determination.

7.8 First Reading: Revised Board Policy No. 5550 – Speech: Time, Place and Manner

Consider acceptance for first reading the revised Board Policy No. 5550, Speech: Time, Place and Manner.

7.9 First Reading: Revised Board Policy No. 5700 – Athletics

Consider acceptance for first reading the revised Board Policy No. 5700, Athletics

- 7.10 First Reading: Revised Board Policy No. 6400 – Audits
Consider acceptance for first reading the revised Board Policy No. 6400,
Audits
Public Comment: Mrs. West asked why the superintendent/president was listed to recommend a certified public accountancy firm and not the vice president who handles the fiscal budget?
- 7.11 First Reading: Revised Board Policy No. 6700 – Civic Center and Other Facilities Use
Consider acceptance for first reading the revised Board Policy No. 6700,
Civic Center and Other Facilities Use.
- 7.12 First Reading: Proposed Administrative Procedure No. 6700 – Civic Center and Other Facilities Use
Consider acceptance for first reading the proposed Administrative Procedure No. 6700, Civic Center and Other Facilities Use.
- 7.13 First Reading: Revised Board Policy No. 7100 – Commitment to Diversity
Consider acceptance for first reading the revised Board Policy No. 7100,
Commitment to Diversity.
- 7.14 First Reading: Revised Board Policy No. 7120 – Recruitment and Selection
Consider acceptance for first reading the revised Board Policy No. 7120,
Recruitment and Selection.
- 7.15 First Reading: Revised Board Policy No. 7210 – Academic Employees
Consider acceptance for first reading the revised Board Policy No. 7210,
Academic Employees.
- 7.16 First Reading: Revised Board Policy No. 7240 – Confidential Employees
Consider acceptance for first reading the revised Board Policy No. 7240,
Confidential Employees.
- 7.17 First Reading: Revised Board Policy No. 7370 – Political Activity
Consider acceptance for first reading the revised Board Policy No. 7370,
Political Activity.
Public Comment: Mrs. West asked whether this political activity policy included on-campus paperwork that is generated from cabinet and distributed to employees? Dr. Spencer clarified that this policy has to do with ballot measures not internal politics.

8. INSTRUCTION

8.1 Out-of-State Travel – Nursing

It was MSC (Elder/Underhill, 5-0) to approve the out-of-state travel for Maggie Keil and Tamara Behm to attend the National Student Nurses Association annual convention in Baltimore, MD, April 5-9, 2006. Fiscal Impact: None to the District: The cost of \$1,835 associated with this travel will be paid by the Associated Student Body.

9. STUDENT SERVICES

9.1 Accreditation Progress Report

It was MSC (Underhill/Nelson, 3-2, Henderson, No and Nelson, No) following discussion the motion carried to approve the revised Accreditation progress report.

Public Comments:

Mrs. West pointed out that there was no mention of the software developer position in the Accreditation Progress Report and she wanted to know why this was not part of the document. She pointed out that throughout the document evidence was being sited and this evidence was not attached to this report.

Mrs. Greene also asked where the evidence was located.

Mr. Chip felt that page 12 and 14 of the Accreditation Report had missing information. He said a Senior Software Developer Programmer that was hired and laid off this was not included in the report.

9.2 Student/Staff Travel

It was MSC (Underhill/Elder, 5-0) to approve travel for staff and student to attend the Phi Theta Kappa recognition event in Sacramento, CA, April 6, 2006. Fiscal Impact: Auxiliary Services Funds, approximately \$825.00.

10. ADMINISTRATIVE SERVICES

10.1 Bid Awards – Advanced Technology Building

It was MSC (Underhill/Nelson, 5-0 as amended) to approve the bid packages as recommended in the amendment that will be submitted March 28. Fiscal impact: Capital Fund 71 redevelopment expenditure.

11. HUMAN RESOURCES

11.1 Public Hearing for District Initial Negotiations Proposal to VVC Faculty Association

It was MSC (Nelson/Underhill, 5-0) to hold a public hearing on the initial proposal of the district to the VVC Faculty Association as listed. The public hearing was opened. Being there were no public comments, it was MSC (Nelson/Underhill, 5-0) to close the public hearing.

11.2 CSEA Initial Negotiations Proposal

Provided for information only.

11.3 Rescind Action of March 14, 2006 to Dismiss Probationary Employee #7646-031406

It was MSC (Nelson/Henderson, 5-0) to rescind the action of March 14, 2006, to dismiss probationary employee #7646-031406.

11.4 Classified Lay-Off for Lack of Work

It was MSC (Underhill/Elder, 3-2, Henderson, No, Nelson, No) to adopt the resolution to layoff for lack of work the employee with the least seniority in the classification of senior/programmer developer, Employee #7646-031406.

Public Comment:

Mr. Chip pointed out that the board just approved the layoff of an employee that addressed the lack of sufficient staffing issues in the Accreditation Report that was just approved.

Mr. Range responded that it was better to lay the employee off which will provide him with more options rather than to dismiss him.

12. FOR INFORMATION ONLY

12.1 Update on Grant Projects and Proposals

Provided as an informational item.

On behalf of Dr. Lewallen, Dr. Hindes, Dean of Student Services, provided an overview of the funding, goals, objectives, strategies and activities of current grant programs as well as those grant opportunities that are being pursued.

12.2 Academic Resignation

Provided as an informational item.

12.3 Proposed High School Diploma Program

Provided as an informational item.

Dr. Kildal, Dean of Instruction, provided information regarding the proposed alternative high school diploma program that is being considered for implementation. Goal was to launch this program in April of 2006. The proposed program is in the Chancellor's office.

13. ADJOURNMENT

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

The meeting was adjourned at 7:45 p.m.

APPROVED:

Joe Range, President

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

Donald Nelson, Clerk

Date Approved

INSTRUCTION

APRIL 11, 2006

TOPIC: AGREEMENTS

TO THE SUPERINTENDENT/PRESIDENT:

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

Fiscal Impact: Budgeted Item. See detailed listing below.

Vendor/Consultant	Service	Amount
3M Library Systems	Maintenance agreement. Renew library detection system for the period 5/7/06-5/6/07.	\$1,331.00
Taylor & Francis Group, LLC	License fees. Renew subscription to electronic database "Routledge Religion Resource" for the period 6/1/06-5/31/07.	\$1,876.00
OCLC, Inc.	Contract services. OCLC online cataloging and metadata services, interlibrary loan services.	\$1,500.00
	TOTAL	\$4,707.00

RECOMMENDATION:

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

REFERENCE FOR AGENDA: No

Signed

R. Kustowski
Interim Deputy Superintendent/
Executive Vice President, Instruction

TRANSMITTED TO THE BOARD WITH A FAVORABLE RECOMMENDATION:

Signed

D. Spencer
Superintendent/President

ACTION TAKEN BY THE BOARD:

MOTION _____

SECOND _____

Ayes _____ Noes _____

INFORMATION ONLY _____

INSTRUCTION

APRIL 11, 2006

TOPIC: AGREEMENT – CONTRACT EDUCATION SERVICES

TO THE SUPERINTENDENT/PRESIDENT:

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

VENDOR	COURSE	COURSE DATES	TENTATIVE AMOUNT RCVD
California School of Notary Public	Become a California State Notary Public-Online	1/3/06-2/10/06	\$ 700.00
Learn CPR 4 Life	American Heart Association Healthcare Provider CPR	1/9/06-2/6/06	\$1,200.00
Learn CPR 4 Life	American Heart Association Heartsaver First Aid	1/9/06-2/6/06	\$2,000.00
California State Notary Public	Notary Public Workshop	6/24/06-8/5/06	\$3,000.00
California State Notary Public	Certified Loan Signing Agent	7/8/06	\$1,200.00
California State Notary Public	Notary Public Workshop	8/30/06-12/16/06	\$4,000.00
California State Notary Public	Certified Loan Signing Agent	8/30/06-12/16/06	\$3,600.00
		TOTAL	\$15,700.00

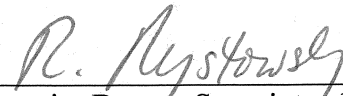
Fiscal Impact: \$15,700.00 to the District.

RECOMMENDATION:

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

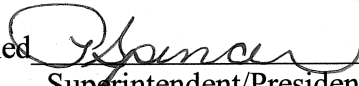
REFERENCE FOR AGENDA: No

Signed


 Interim Deputy Superintendent/
 Executive Vice President, Instruction

TRANSMITTED TO THE BOARD WITH A FAVORABLE RECOMMENDATION:

Signed


 Superintendent/President

ACTION TAKEN BY THE BOARD:

MOTION _____

SECOND _____

Ayes _____ Noes _____

INFORMATION ONLY _____

INSTRUCTION

APRIL 11, 2006

TOPIC: STUDENT TRAVEL – CAEYC CONFERENCE

TO THE SUPERINTENDENT/PRESIDENT:

Authorization is requested to allow the following three Victor Valley College Child Development students to participate in the National Association for Young Children (CAEYC) conference in Anaheim, California, from April 21-22, 2006:

Michael Gutierrez
Malissa Gutierrez
Tiffany Newberry

Fiscal Impact: None to the District. The cost of approximately \$1,200.00 will be paid by TANF Grant funds.

RECOMMENDATION:

It is recommended that the Board of Trustees approve travel for three students to attend the CAEYC conference in Anaheim, California from April 21-22, 2006.

REFERENCE FOR AGENDA: No

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

TRANSMITTED TO THE BOARD WITH A FAVORABLE RECOMMENDATION:

Signed *R. Spencer*
Superintendent/President

ACTION TAKEN BY THE BOARD:

MOTION _____

SECOND _____

Ayes _____ Noes _____

INFORMATION ONLY

ADMINISTRATIVE SERVICES

APRIL 11, 2006

TOPIC: BOARD OF TRUSTEES TRANSFERS AND PAYMENTS REPORTS

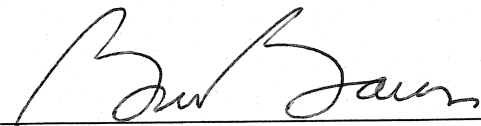
TO THE SUPERINTENDENT/PRESIDENT:

This is of a routine nature.

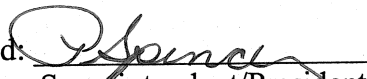
RECOMMENDATION:

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

REFERENCE FOR AGENDA: YES

Signed: 
Vice President, Administrative Services

TRANSMITTED TO THE BOARD WITH A FAVORABLE RECOMMENDATION:

Signed: 
Superintendent/President

ACTION TAKEN BY THE BOARD:

MOTION _____

SECOND _____

INFORMATION ONLY _____

**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
BUDGET TRANSFERS/INTERFUND TRANSFERS**

April 11, 2006

Batch	Reference	Fund
BUDGET TRANSFERS		
210	60109	01
211	60110	01
	60111	01
213	60113	01
	60114	01
216	60122	01
227	60129	01
291	60158	01
330	60180	01
331	60181	01
INTERFUND TRANSFERS		
231	62194	01/71

**BOARD PAYMENT REPORT
BOARD OF TRUSTEES MEETING APRIL 11, 2006**

Batch	General Fund	Cafeteria	Cap Projects Fund	Child Dev Ctr Fund	Insurance Trust	Debt Repayment	Student Center
505			VOID				
505A			28,770.18				
506	4,922.50						
507	2,294.89						
507A	1,845.27						
508	8,188.97						
508A	11,331.16						
509			2,493.75				
510	25,289.60						
510A	2,925.00						
511			VOID				
511A			1,333.23				
512			VOID				
512A	42,727.08						
513	5,298.40						
513A	12,665.52						
514	9,979.99			1,616.94			
515							
516	7,192.00						
516A	2,041.00						
517	3,952.39						
517A	25,973.64						
518	21,317.00						
519							
520	33.25						
520A	4,760.00						
521							
522	8,216.98						
522A	2,319.00						
523	5,551.91						
524							
525	1,676.00						
526	19,795.59						
							65.39

	General Fund	Cafeteria	Cap Projects Fund	Child Dev Ctr Fund	Insurance Trust	Debt Repayment	Student Center
526A	1350.85						
527	2,690.00		853.53				
528							
529	6,411.10						
529A	61,741.07			168.04			
530							
531	452.56						
532	VOID						
532A	21,588.36						
533	2,906.24						
534	8,474.46						
535	5,108.73						
535A	3,440.00						
536			15,194.00				
537							
538							
538A			35,470.66				
539			28,733.91				
540	4,223.00		8,500.00				
541	5,526.19						
542	6,492.00						
543	1,739.70						
543A	2,938.09						
544	8,026.98						
544A	2,000.00						
545	19,142.49						
545A	8,266.79						
546	98,636.95						
547	VOID						
547A	6,865.00						
	NO PMT						
	CONTAINED						
548	5,366.13						
549	1,052.00						
549A	80.30						
550	51.56						
551	242.13						
552	156.00						
553							
554	6.79						

Batch	General Fund	Cafeteria	Cap Projects Fund	Child Dev Ctr Fund	Insurance Trust	Debt Repayment	Student Center
555	NO PMT						
555A	CONTAINED						
556	1,126.21						
556A	13,175.85						
557	3,624.20						
558	39,194.79			335.51			
559	VOID						
559A	1,243.96						
560	496.06						
561	618.38						
TOTALS	574,752.06	0.00	121,349.26	4,268.69	65.39	0.00	0.00

HUMAN RESOURCES

APRIL 11, 2006

TOPIC: NON-CLASSIFIED EMPLOYEES

TO THE BOARD OF TRUSTEES:

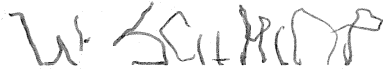
The persons recommended for employment who are listed on the attached referenced sheets have been designated to perform specified job duties consistent with the provisions of Education Code § 88003.

Fiscal impact: Budgeted

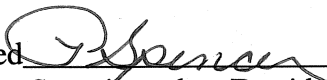
RECOMMENDATION:

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

REFERENCE FOR AGENDA: Yes

Signed 
Director of Human Resources

TRANSMITTED TO THE BOARD WITH A FAVORABLE RECOMMENDATION.

Signed 
Superintendent/President

ACTION TAKEN BY THE BOARD:

MOTION _____

SECOND _____

Ayes ___ Noes ___

INFORMATION ONLY _____

**VICTOR VALLEY COLLEGE
NON-CLASSIFIED EMPLOYEES**

April 11, 2006

NAME	REQUESTED DATES OF EMPLOYMENT	POSITION	DEPARTMENT
<u>Student Workers Federal/State Work Study/Work Experience</u>			
Delgado, Emmanuel	04/12/06-06/30/06	Student Worker	FWS-Library
Pamplona, Victoria D.	04/12/06-06/30/06	Student Worker	FWS-Off Campus
Pineda, Cynthia	04/12/06-06/30/06	Student Worker	FWS-Off Campus
Randle, Candace	04/12/06-06/30/06	Student Worker	CalWKS-Off Campus
Russell-Roulet, Renee G.	04/12/06-06/30/06	Student Worker	FWS-Off Campus
Wessell, Jeffery	04/12/06-06/30/06	Student Worker	FWS-Agriculture
Zapien, Roberto	04/12/06-06/30/06	Student Worker	FWS-PAC
Zupet, Jessica L.	04/12/06-06/30/06	Student Worker	FWS-Off Campus
<u>Student Workers</u>			
Zipp, Tanya	04/12/06-06/10/06	Tutor	Biology
<u>Volunteers</u>			
Boonstra, Brandi	04/12/06-06/30/06	Volunteer	AmeriCorps-Student Svcs
Shirey, James F.	04/12/06-06/30/06	Volunteer	CDC/FKCE
Spencer, Michael	04/12/06-06/30/06	Volunteer	President's Office
Talley, Megan E.	04/12/06-06/30/06	Volunteer	CDC/FKCE

HUMAN RESOURCES

APRIL 11, 2006

TOPIC: TEMPORARY ACADEMIC

TO THE BOARD OF TRUSTEES:

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

Fiscal Impact: Budgeted Item

RECOMMENDATION:

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

REFERENCE FOR AGENDA: YES

Signed W. S. [Signature]
Director of Human Resources

TRANSMITTED TO THE BOARD WITH A FAVORABLE RECOMMENDATION.

Signed [Signature]
Superintendent/President

ACTION TAKEN BY THE BOARD:

MOTION _____

SECOND _____

Ayes ___ Noes ___

INFORMATION ONLY _____

SPRING, 2006

Basha, Claudia	Special Assign: Title V Grant Train the Trainers
Guardado, Lynn	PE
Malone, Patrick	Special Assign: Title V Grant Train the Trainers
Mauch, Patrick	Special Assign: Title V Grant Train the Trainers
McCracken, Michael	Special Assign: Title V Grant Train the Trainers
Menser, Gary	Special Assign: Title V Grant Train the Trainers
Oliver, Claude	Special Assign: Title V Grant Train the Trainers
Ricci, Melody	Special Assign: Title V Grant Train the Trainers
Sanchez, Lilia	Special Assign: Title V Grant Train the Trainers
Trost, Jaclyn	Special Assign: Title V Grant Train the Trainers
Visser, Sandy	Special Assign: Title V Grant Train the Trainers

HUMAN RESOURCES

APRIL 11, 2006

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

TO: THE BOARD OF TRUSTEES

The superintendent/president has approved the appointments of the following individuals and requests board approval:

1. Recruitment for the position of Bookstore assistant is currently underway. A recommendation for appointment will be brought to the April 11, 2006, board meeting as an amendment.
2. Recruitment for the position of Instructional Assistant III, ESL (two positions), is currently underway. A recommendation for appointment will be brought to the January 10, 2006, board meeting as an amendment.
3. Recruitment for the position of Instructional Assistant III, math, is currently underway. A recommendation for appointment will be brought to the April 11, 2006, board meeting as an amendment.
4. Recruitment for the position of sign language services interpreter is currently underway. A recommendation for appointment will be brought to the April 11, 2006, board meeting as an amendment.
5. Recruitment for the position of campus police & public safety officer is currently underway. A recommendation for appointment will be brought to the April 11, 2006, board meeting as an amendment.

Fiscal Impact: Budgeted Item

RECOMMENDATION:

It is recommended that the board approve the transfers/appointments listed.

REFERENCE FOR AGENDA: NO

Signed W. Seibert
 Director of Human Resources

TRANSMITTED TO THE BOARD WITH A FAVORABLE RECOMMENDATION.

Signed [Signature]
 Superintendent/President

ACTION TAKEN BY THE BOARD:

MOTION _____

SECOND _____

Ayes ___ Noes ___

INFORMATION ONLY _____

HUMAN RESOURCES

APRIL 11, 2006

TOPIC: ADMINISTRATIVE/MANAGEMENT/CONFIDENTIAL APPOINTMENTS

TO THE BOARD OF TRUSTEES:

The superintendent/president has approved the appointments of the following individuals and requests board approval:

1. Recruitment for the position of executive assistant to the superintendent/president, is currently underway. A recommendation for appointment will be brought to the April 11, 2006, board meeting as an amendment.
2. Recruitment for the position of deputy superintendent/executive vice president, instruction, is currently underway. A recommendation for appointment will be brought to the April 11, 2006, board meeting as an amendment.
3. Recruitment for the position of project activity director/TRIO is currently underway. A recommendation for appointment will be brought to the April 11, 2006, board meeting as an amendment.
4. Recruitment for the position of project activity director/Title V is currently underway. A recommendation for appointment will be brought to the April 11, 2006, board meeting as an amendment.
5. Recruitment for the position of vice president, Human Resources, is currently underway. A recommendation for appointment will be brought to the April 11, 2006, board meeting as an amendment.

Fiscal Impact: Budgeted Item

RECOMMENDATION:

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

REFERENCE FOR AGENDA: NO

Signed W. Schmidt
 Director of Human Resources

TRANSMITTED TO THE BOARD WITH A FAVORABLE RECOMMENDATION.

Signed [Signature]
 Superintendent/President

ACTION TAKEN BY THE BOARD:

MOTION _____

SECOND _____

Ayes ___ Noes ___

INFORMATION ONLY _____

HUMAN RESOURCES

APRIL 11, 2006

TOPIC: ACADEMIC APPOINTMENTS

TO THE BOARD OF TRUSTEES:

The selection process has been completed in accordance with district hiring procedures, and the superintendent/president has approved the appointment of the following individuals as detailed below. The district requests that the board approve the following appointments:

1. Recruitment for the position of coordinator/counselor, SSPIRE, is currently underway. A recommendation for appointment will be brought to the April 11, 2006, board meeting as an amendment.
2. Recruitment for the position of project activity assistant, Title V, is currently underway. A recommendation for appointment will be brought to the April 11, 2006, board meeting as an amendment.

Fiscal Impact: Budgeted

RECOMMENDATION:

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

REFERENCE FOR AGENDA: NO

Signed W Seick
 Director of Human Resources

TRANSMITTED TO THE BOARD WITH A FAVORABLE RECOMMENDATION.

Signed [Signature]
 Superintendent/President

ACTION TAKEN BY THE BOARD:

MOTION _____

SECOND _____

Ayes ___ Noes ___

INFORMATION ONLY _____

SUPERINTENDENT/PRESIDENT

APRIL 11, 2006

TOPIC: UNITED WE STAND FUND 911- MONUMENT

TO THE BOARD OF TRUSTEES:

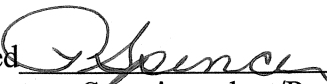
Shortly after 911, the Desert Valley Charitable Foundation collected donations from the community and established the *United We Stand Fund*. Part of the proceeds from the fundraising effort were to be used to construct a sculpture/monument within the city to commemorate this tragic day in our history. The site for the monument will be the lawn area in front of the college library. The original concept was board approved on October 5, 2005.

Fiscal Impact: None

RECOMMENDATION:

It is recommended that the board consider approving the monument design presented by the Desert Valley Charitable Foundation.

REFERENCE FOR AGENDA: NO

Signed  _____
Superintendent/President

ACTION TAKEN BY THE BOARD:

MOTION _____

SECOND _____

Ayes ___ Noes ___

INFORMATION ONLY _____

SUPERINTENDENT/PRESIDENT

APRIL 11, 2006

TOPIC: SECOND READING, REVISED BOARD POLICY NO. 2015
STUDENT MEMBER

TO THE BOARD OF TRUSTEES:

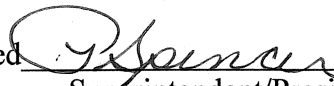
The College Assembly accepted for first reading the revised Board policy 2015 with the recommended changes from CCLC, regarding the Student Member, at its February 21, 2006 meeting by unanimous vote. After a second reading at its March 7, 2006 meeting, the College Assembly accepted the board policy by unanimous vote.

Fiscal Impact: N/A

RECOMMENDATION:

It is recommended that the board accept for second reading the revised Board Policy No. 2015, Student Member with the recommended changes from CCLC.

REFERENCE FOR AGENDA: Yes

Signed 
Superintendent/President

ACTION TAKEN BY THE BOARD:

MOTION _____

SECOND _____

Ayes ___ Noes ___

INFORMATION ONLY _____

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
BOARD POLICY

BOARD OF TRUSTEES

Chapter 2

Student Member

2015

The board shall include one non-voting student member. The term of office shall be one year commencing June 1.

The student member shall be a resident of California at the time of nomination, and during the term of service, and shall be enrolled in and maintain a minimum of six semester units in the district at the time of nomination and throughout the term of service. The student shall maintain a 2.0 GPA.

The student member shall be seated with the board and shall be recognized as a full member of the board at meetings. The student member is entitled to participate in discussion of issues and receive all materials presented to members of the board (except for closed session). The student member shall be entitled to any mileage allowance necessary to attend board meetings to the same extent as publicly elected trustees.

On or before May 15 of each year, the board shall consider whether to afford the student member any of the following privileges:

- The privilege to make and second motions;
- ~~The privilege to cast an advisory vote, although the vote shall not be included in determining the vote required to carry any measure before the board;~~
- The privilege to attend closed sessions, other than closed sessions on personnel or collective bargaining matters;
- The privilege to receive compensation for meeting attendance at a level of \$600 per semester. See Board Policy 2725;
- The privilege to serve a term commencing on June 1.

Reference: Education Code Sections 5000 et seq.

Board adopted 9/11/01

Board revised 11/13/01

Approved by College Assembly for second read 3-7-06 (with recommended changes from CCLC)

SUPERINTENDENT/PRESIDENT

APRIL 11, 2006

TOPIC: SECOND READING, REVISED BOARD POLICY NO. 2315
CLOSED SESSION

TO THE BOARD OF TRUSTEES:

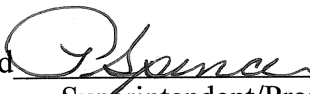
The College Assembly accepted for first reading the revised Board policy 2315 with the recommended changes from CCLC, regarding Closed Session, at its February 21, 2006 meeting by unanimous vote. After a second reading at its March 7, 2006 meeting, the College Assembly accepted the board policy by unanimous vote.

Fiscal Impact: N/A

RECOMMENDATION:

It is recommended that the board accept for second reading the revised Board Policy No. 2315, Closed Session, with the recommended changes from CCLC.

REFERENCE FOR AGENDA: Yes

Signed 
Superintendent/President

ACTION TAKEN BY THE BOARD:

MOTION _____

SECOND _____

Ayes ___ Noes ___

INFORMATION ONLY _____

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
BOARD POLICY

BOARD OF TRUSTEES

Chapter 2

Closed Session

BP 2315

Closed sessions of the board shall only be held as permitted by applicable legal provisions including but not limited to the Brown Act, California Government Code and California Education Code. Matters discussed in closed session may include:

- the appointment, employment, evaluation of performance, discipline or dismissal of a public employee;
- charges or complaints brought against a public employee by another person or employee, unless the accused public employee requests that the complaints or charges be heard in an open session. The employee shall be given at least twenty-four (24) hours written notice of the closed session.
- advice of counsel on pending litigation, as defined by law;
- consideration of tort liability claims as part of the district's membership in any joint powers agency formed for purposes of insurance pooling;
- real property transactions;
- threats to public security;
- review of the district's position regarding labor negotiations and giving instructions to the district's designated negotiator;
- discussion of student disciplinary action, with final action taken in public;
- conferring of honorary degrees; and
- consideration of gifts from a donor who wishes to remain anonymous.
- **to consider its response to a confidential final draft audit report from the Bureau of State Audits.**

The agenda for each regular or special meeting shall contain information regarding whether a closed session will be held and shall identify the topics to be discussed in any closed session in the manner required by law.

After any closed session, the board shall reconvene in open session before adjourning and shall announce any actions taken in closed session and the vote of every member present.

All matters discussed or disclosed during a lawfully held closed session and all notes, minutes, records or recordings made of such a closed session are confidential and shall remain confidential unless and until required to be disclosed by action of the board or by law.

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
BOARD POLICY

BOARD OF TRUSTEES

Chapter 2

Closed Session

BP 2315

If any person requests an opportunity to present complaints to the board about a specific employee, such complaints shall first be presented to the superintendent/president. Notice shall be given to the employee against whom the charges or complaints are directed. If the complaint is not resolved at the administrative level, the matter shall be scheduled for a closed session of the board. The employee shall be given at least twenty-four (24) hours written notice of the closed session, and shall be given the opportunity to request that the complaints be heard in an open meeting of the board.

Reference: Government Code Sections 54956.8, 54956.9, 54957, 5495716; Education Code Section 72122

34

SUPERINTENDENT/PRESIDENT

APRIL 11, 2006

TOPIC: SECOND READING, REVISED BOARD POLICY NO. 2345
PUBLIC PARTICIPATION AT BOARD MEETINGS

TO THE BOARD OF TRUSTEES:

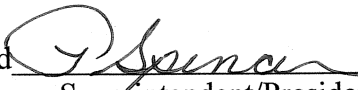
The College Assembly accepted for first reading the revised Board policy 2345 with the recommended changes from CCLC, regarding Public Participation at Board Meetings, at its February 21, 2006 meeting by unanimous vote. After a second reading at its March 7, 2006 meeting, the College Assembly accepted the board policy by unanimous vote.

Fiscal Impact: N/A

RECOMMENDATION:

It is recommended that the board accept for second reading the revised Board Policy No. 2345, Public Participation at Board Meetings, with the recommended changes from CCLC.

REFERENCE FOR AGENDA: Yes

Signed 
Superintendent/President

ACTION TAKEN BY THE BOARD:

MOTION _____

SECOND _____

Ayes ___ Noes ___

INFORMATION ONLY _____

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
BOARD POLICY

BOARD OF TRUSTEES

Chapter 2

Public Participation at Board Meetings

BP 2345

The board shall provide opportunities for members of the general public to participate in the business of the Board.

Members of the public may bring matters directly related to the business of the district to the attention of the Board in one of two ways:

1. There will be a time at each regularly scheduled board meeting for the general public to discuss items not on the agenda.

Members of the public wishing to present such items shall submit a written request at the beginning of the meeting to the board president that summarizes the item and provides his or her name and organizational affiliation, if any. No action may be taken may be taken by the board on such items.

2. Members of the public may place items on the prepared agenda in accordance with board policy 2340.

A written summary of the item must be submitted to the superintendent/president at least three weeks prior to the board meeting. The summary must be signed by the initiator, contain his or her residence or business address, and organizational affiliation, if any.

Members of the public also may submit written communications to the board on items on the agenda and/or speak to agenda items at the board meeting. Written communication regarding items on the board's agenda should reach the office of the president not later than five working days prior to the meeting at which the matter concerned is to be before the board. All such written communications shall be dated and signed by the author, and shall contain the residence or business address of the author and the author's organizational affiliation, if any.

If requested, writings that are public records shall be made available in appropriate alternative formats so as to be accessible to persons with disability.

Claims for damages are not considered communications to the Board under this rule, but shall be submitted to the district.

Reference:

Government Code Sections 54954.3, 54957.5; Education Code 72121.5

Board adopted 9/11/01

Board adopted 8/23/05

Approved by College Assembly for second read 3-7-06 (with recommended changes from CCLC)

SUPERINTENDENT/PRESIDENT

APRIL 11, 2006

TOPIC: SECOND READING, REVISED BOARD POLICY NO. 3410
NONDISCRIMINATION

TO THE BOARD OF TRUSTEES:

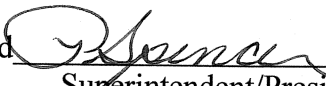
The College Assembly accepted for first reading the revised Board policy 3410 with the recommended changes from CCLC, regarding Nondiscrimination, at its February 21, 2006 meeting by unanimous vote. After a second reading at its March 7, 2006 meeting, the College Assembly accepted the board policy by unanimous vote.

Fiscal Impact: N/A

RECOMMENDATION:

It is recommended that the board accept for second reading the revised Board Policy No. 3410, Nondiscrimination, with the recommended changes from CCLC.

REFERENCE FOR AGENDA: Yes

Signed 
Superintendent/President

ACTION TAKEN BY THE BOARD:

MOTION _____

SECOND _____

Ayes ___ Noes ___

INFORMATION ONLY _____

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
BOARD POLICY

GENERAL INSTITUTION

Chapter 3

Nondiscrimination

BP 3410

The District is committed to equal opportunity in educational programs, employment, and all access to institutional programs and activities.

The District, and each individual who represents the District, shall provide access to its services, classes, and programs without regard to national origin, religion, age, sex (gender), race, color, **medical condition**, ancestry, sexual orientation, marital status, **physical or mental disability**, or because he or she is perceived to have one or more of the foregoing characteristics.

The superintendent/president shall establish administrative procedures that ensure all members of the college community can present complaints regarding alleged violations of this policy and have their complaints heard in accordance with the Title 5 regulations and those of other agencies that administer state and federal laws regarding nondiscrimination.

No District funds shall ever be used for membership, or for any participation involving financial payment or contribution on behalf of the District or any individual employed by or associated with it, to any private organization whose membership practices are discriminatory on the basis of national origin color, religion, **age**, sex (gender), race, color, **medical condition**, ancestry, sexual orientation, marital status, **physical or mental disability**, or because he or she is perceived to have one or more of the foregoing characteristics.

Reference: Education Code Sections 66250, et seq.; 72010, et seq.; Title 5, Sections 53000, et seq., Government Code 12940, et seq.

See Administrative Procedure [].

Board adopted 9/11/01

Board adopted 2/12/02

Approved by College Assembly for second read 3-7-06 (with recommended changes from CCLC)

SUPERINTENDENT/PRESIDENT

APRIL 11, 2006

TOPIC: SECOND READING, REVISED BOARD POLICY NO. 4020
PROGRAM AND CURRICULUM DEVELOPMENT

TO THE BOARD OF TRUSTEES:

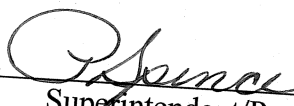
The College Assembly accepted for first reading the revised Board policy 4020 with the recommended changes from CCLC, regarding Program and Curriculum Development, at its February 21, 2006 meeting by unanimous vote. After a second reading at its March 7, 2006 meeting, the College Assembly accepted the board policy by unanimous vote.

Fiscal Impact: N/A

RECOMMENDATION:

It is recommended that the board accept for second reading the revised Board Policy No. 4020, Program and Curriculum Development, with the recommended changes from CCLC.

REFERENCE FOR AGENDA: Yes

Signed 
Superintendent/President

ACTION TAKEN BY THE BOARD:

MOTION _____

SECOND _____

INFORMATION ONLY _____

Ayes ___ Noes ___

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
BOARD POLICY

INSTRUCTION

Chapter 4

Program and Curriculum Development

BP 4020

The programs and curricula of the district shall be of high quality, relevant to community and student needs, and evaluated regularly to ensure quality and currency. To that end, the superintendent/president shall establish procedures for the development and review of all curricular offerings, including their establishment, modification or discontinuance.

Furthermore, these procedures shall include:

- appropriate involvement of the faculty and Academic Senate in all processes;
- regular review and justification of programs and course descriptions;
- opportunities for training for persons involved in aspects of curriculum development.
- consideration of job market and other related information for vocational and occupational programs.

All new programs and program deletions shall be approved by the board.

New courses that are not part of an existing approved program and all new programs shall be submitted to the Office of the Chancellor for the California Community Colleges for approval as required.

Reference: Education Code Section 70902(b); Title 5, Section 51022(a)

See Administrative Procedures [].

SUPERINTENDENT/PRESIDENT

APRIL 11, 2006

TOPIC: SECOND READING, REVISED BOARD POLICY NO. 5010
ADMISSIONS AND CONCURRENT ENROLLMENT

TO THE BOARD OF TRUSTEES:

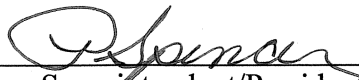
The College Assembly accepted for first reading the revised Board policy 5010 with the recommended changes from CCLC, regarding Admissions and Concurrent Enrollment, at its February 21, 2006 meeting by unanimous vote. After a second reading at its March 7, 2006 meeting, the College Assembly accepted the board policy by unanimous vote.

Fiscal Impact: N/A

RECOMMENDATION:

It is recommended that the board accept for second reading the revised Board Policy No. 5010, Admissions and Concurrent Enrollment, with the recommended changes from CCLC.

REFERENCE FOR AGENDA: Yes

Signed  _____
Superintendent/President

ACTION TAKEN BY THE BOARD:

MOTION _____

SECOND _____

Ayes ___ Noes ___

INFORMATION ONLY _____

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
BOARD POLICY

STUDENT SERVICES

Chapter 5

Admissions and Concurrent Enrollment

BP 5010

The district shall admit students who meet one of the following requirements and who are capable of profiting from the instruction offered:

- Any person over the age of 18 and possessing a high school diploma or its equivalent.
- Other persons who are over the age of 18 years and who, in the judgment of the superintendent/president or his or her designee are capable of profiting from the instruction offered. Such persons shall be admitted as provisional students, and thereafter shall be required to comply with the district's rules and regulations regarding scholastic achievement and other standards to be met by provisional or probationary students as a condition to being readmitted in any succeeding semester.
- Persons who are apprentices as defined in Section 3077 of the Labor Code.
- Any student whose age or class level is equal to grades K-12 grades is eligible to attend **concurrently** as a special part-time student for advanced scholastic or vocational courses.
- Any student whose age or class level is equal to grade K-12 grades is eligible to attend as a special full-time student.
- Any students enrolled in K-12 may attend summer session.

The superintendent/president shall establish procedures regarding ability to benefit and admission of high school and younger students.

Denial of Requests for Admission

- **If the Board denies a request for special full time or part time enrollment by a pupil who is identified as highly gifted, the board will record its findings and the reason for denying the request in writing within 60 days.**
- **The written recommendation and denial shall be issued at the next regularly scheduled board meeting that occurs at least 30 days after the pupil submits the request to the district.**

Board adopted 9/11/01

Approved by College Assembly for second read 3-07-06 (with recommended changes from CCLC)

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
BOARD POLICY

STUDENT SERVICES

Chapter 5

Admissions and Concurrent Enrollment

BP 5010

The superintendent/president shall establish procedures regarding evaluation of requests for special full time or part time enrollment by a pupil who is identified as highly gifted.

Claims for State Apportionment for Concurrent Enrollment

Claims for state apportionment submitted by the district based on enrollment of high school pupils shall satisfy the criteria established by statute and any applicable regulations of the Board of Governors.

The superintendent/president shall establish procedures regarding compliance with statutory and regulatory criteria for concurrent enrollment.

Reference: Education Code Section 76000, **76001, 76002**; Labor Code Section 3077

See Administrative Procedures [].

Board adopted 9/11/01

Approved by College Assembly for second read 3-07-06 (with recommended changes from CCLC)

SUPERINTENDENT/PRESIDENT

APRIL 11, 2006

TOPIC: SECOND READING, REVISED BOARD POLICY NO. 5015
RESIDENCE DETERMINATION

TO THE BOARD OF TRUSTEES:

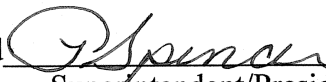
The College Assembly accepted for first reading the revised Board policy 5015 with the recommended changes from CCLC, regarding Residence Determination, at its February 21, 2006 meeting by unanimous vote. After a second reading at its March 7, 2006 meeting, the College Assembly accepted the board policy by unanimous vote.

Fiscal Impact: N/A

RECOMMENDATION:

It is recommended that the board accept for second reading the revised Board Policy No. 5015, Residence Determination, with the recommended changes from CCLC.

REFERENCE FOR AGENDA: Yes

Signed 
Superintendent/President

ACTION TAKEN BY THE BOARD:

MOTION _____

SECOND _____

Ayes ___ Noes ___

INFORMATION ONLY _____

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
BOARD POLICY

STUDENT SERVICES

Chapter 5

Residence Determination

BP 5015

Students shall be classified at the time of each application for admission or registration as a resident or nonresident student.

A resident is any person who has been a bona fide resident of California for at least one year on the residence determination date. The residence determination date shall be the day immediately preceding the first day of any term for which the student applies to attend.

Residence classification shall be made for each student at the time applications for admission are accepted and whenever a student has not been in attendance for more than one semester. A student previously classified as a nonresident may be reclassified as of any residence determination date.

The superintendent/president shall enact procedures to assure that residence determinations are made in accordance with Education Code and Title 5 regulations.

Reference: Education Code Sections 68040; 76140, Title 5, Sections 54000, et seq.

See Administrative Procedures [].

SUPERINTENDENT/PRESIDENT

APRIL 11, 2006

TOPIC: SECOND READING, REVISED BOARD POLICY NO. 5550
SPEECH: TIME, PLACE AND MANNER

TO THE BOARD OF TRUSTEES:

The College Assembly accepted for first reading the revised Board policy 5550 with the recommended changes from CCLC, regarding Speech: Time, Place and Manner, at its February 21, 2006 meeting by unanimous vote. After a second reading at its March 7, 2006 meeting, the College Assembly accepted the board policy by unanimous vote.

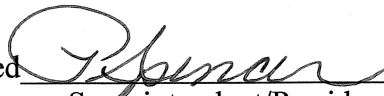
Fiscal Impact: N/A

RECOMMENDATION:

It is recommended that the board accept for second reading the revised Board Policy No. 5550, Speech: Time, Place and Manner, with the recommended changes from CCLC.

REFERENCE FOR AGENDA: Yes

Signed



Superintendent/President

ACTION TAKEN BY THE BOARD:

MOTION _____

SECOND _____

Ayes ___ Noes ___

INFORMATION ONLY _____

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
BOARD POLICY

STUDENT SERVICES

Chapter 5

Speech: Time, Place and Manner

BP 5550

The college(s) of the district is/are non-public, except for those areas, **that are generally available for use by students or the community “areas generally available to students and the community” which are limited public forums.** The superintendent/president shall enact such administrative procedures as are necessary to reasonably regulate the time, place and manner of the exercise of free expression in the limited public forums.

The administrative procedures promulgated by the superintendent/president shall not prohibit the right of students to exercise free expression, including but not limited to the use of bulletin boards designated for such use, the distribution of printed materials or petitions in those parts of the college designated **as areas generally available to students and the community, and the wearing of buttons, badges, or other insignia.**

Students shall be free to exercise their rights of free expression, subject to the requirements of this policy.

Speech shall be prohibited that is defamatory, obscene according to current legal standards, or which so incites others as to create a clear and present danger of the commission of unlawful acts on district property or the violation of district policies or procedures, or the substantial disruption of the orderly operation of the district.

Nothing in this policy shall prohibit the regulation of hate violence, so long as the regulation conforms to the requirements of the First Amendment to the United States Constitution, and of Section 2 of Article 1 of the California Constitution. Students may be disciplined for harassment, threats, intimidation, or hate violence unless such speech is constitutionally protected.

Reference: Education Code Section 76120

See Administrative Procedures [].

SUPERINTENDENT/PRESIDENT

APRIL 11, 2006

TOPIC: SECOND READING, REVISED BOARD POLICY NO. 5700
ATHLETICS

TO THE BOARD OF TRUSTEES:


The College Assembly accepted for first reading the revised Board policy 5700 with the recommended changes from CCLC, regarding Athletics, at its February 21, 2006 meeting by unanimous vote. After a second reading at its March 7, 2006 meeting, the College Assembly accepted the board policy by unanimous vote.

Fiscal Impact: N/A

RECOMMENDATION:

It is recommended that the board accept for second reading the revised Board Policy No. 5700, Athletics, with the recommended changes from CCLC.

REFERENCE FOR AGENDA: Yes

Signed  _____
Superintendent/President

ACTION TAKEN BY THE BOARD:

MOTION _____

SECOND _____

Ayes ___ Noes ___

INFORMATION ONLY _____

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
BOARD POLICY

STUDENT SERVICES

Chapter 5

Athletics

BP 5700

The district shall maintain an organized program for men and women in intercollegiate athletics. The program shall not discriminate on the basis of gender in the availability of athletic opportunities.

The superintendent/president shall assure that the athletics program complies with the California Community Colleges Commission on Athletics Constitution and Sports Guides, and appropriate Conference Constitution regarding student athlete participation.

Reference: Education Code Section 78223, **66271.6, 66271.8**

Board adopted 9/11/01

Approved by College Assembly for second read 3-7-06 (with recommended changes from CCLC)

SUPERINTENDENT/PRESIDENT

APRIL 11, 2006

TOPIC: SECOND READING, BOARD POLICY NO. 6400
AUDITS

TO THE BOARD OF TRUSTEES:

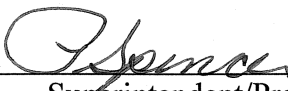
The College Assembly accepted for first reading the Board policy 6400, regarding Audits, at its February 21, 2006 meeting by unanimous vote. After a second reading at its March 7, 2006 meeting, the College Assembly accepted the board policy by unanimous vote.

Fiscal Impact: N/A

RECOMMENDATION:

It is recommended that the board accept for second reading the revised Board Policy No. 6400, Audits.

REFERENCE FOR AGENDA: Yes

Signed  _____
Superintendent/President

ACTION TAKEN BY THE BOARD:

MOTION _____

SECOND _____

Ayes ___ Noes ___

INFORMATION ONLY _____

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
BOARD POLICY

ADMINISTRATIVE SERVICES

Chapter 6

AUDITS

BP 6400

There shall be an annual outside audit of all funds, books and accounts of the district in accordance with the regulations of Title 5. The superintendent/president shall assure that an annual outside audit is completed. The superintendent/president shall recommend a certified public accountancy firm to the board with which to contract for the annual audit.

Reference: Title 5 Sections 84040(b)

SUPERINTENDENT/PRESIDENT

APRIL 11, 2006

TOPIC: SECOND READING, BOARD POLICY NO. 6700
CIVIC CENTER AND OTHER FACILITIES USE

TO THE BOARD OF TRUSTEES:

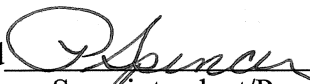
The College Assembly accepted for first reading the Board policy 6700, regarding Civic Center and Other Facilities Use, at its February 21, 2006 meeting by unanimous vote. After a second reading at its March 7, 2006 meeting, the College Assembly accepted the board policy by unanimous vote.

Fiscal Impact: N/A

RECOMMENDATION:

It is recommended that the board accept for second reading the revised Board Policy No. 6700, Civic Center and Other Facilities Use.

REFERENCE FOR AGENDA: Yes

Signed  _____
Superintendent/President

ACTION TAKEN BY THE BOARD:

MOTION _____

SECOND _____

Ayes ___ Noes ___

INFORMATION ONLY _____

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
BOARD POLICY

ADMINISTRATIVE SERVICES

Chapter 6

Civic Center and Other Facilities Use

BP 6700

Reference:

Education Code Sections 82537; 82542; 82548

Use of the Civic Center shall be granted as provided by law. The superintendent/president shall establish procedures regarding the use of college property, including but not limited to facilities, equipment and supplies, by community groups and other outside contractors.

These administrative procedures shall reflect the requirements of applicable law, including Education Code Section 82537, regarding Civic Centers. The regulations shall include reasonable rules regarding the time, place and manner of use of District facilities. They shall assure that persons or organizations using college property are charged such fees as are authorized by law. Public use of district property shall not interfere with scheduled instructional programs or other activities.

No group or organization may use District property for purposes that discriminate on the basis of national origin, religion, age, sex (gender), race, color, medical condition, ancestry, sexual orientation, marital status, physical or mental disability, or because he or she is perceived to have one or more of the foregoing characteristics.

The District shall provide free usage in accordance with Education Code Section 82542(a).

All District property shall be subject to a facility use charge in accordance with Education Code Section 82542(b-f) and a certificate of insurance in accordance with Education Code Section 82548.

Reference: Education Code Sections 82537; 82542; 82548

See Administrative Procedures 6700

SUPERINTENDENT/PRESIDENT

APRIL 11, 2006

TOPIC: SECOND READING, ADMINISTRATIVE PROCEDURE NO. 6700
CIVIC CENTER AND OTHER FACILITIES USE

TO THE BOARD OF TRUSTEES:

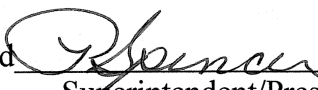
The College Assembly accepted for first reading the Administrative Procedure 6700, regarding Civic Center and Other Facilities Use, at its May 4, 2005 meeting by unanimous vote. After a second reading at its February 21, 2006 meeting, the College Assembly accepted the board policy by unanimous vote.

Fiscal Impact: N/A

RECOMMENDATION:

It is recommended that the board accept for second reading the Administrative Procedure No. 6700, Civic Center and Other Facilities Use.

REFERENCE FOR AGENDA: Yes

Signed 
Superintendent/President

ACTION TAKEN BY THE BOARD:

MOTION _____

SECOND _____

Ayes ___ Noes ___

INFORMATION ONLY _____

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
ADMINISTRATIVE PROCEDURE

ADMINISTRATIVE SERVICES

Chapter 6

Civic Center and other Facilities Use

AP 6700

PRIORITIES FOR USE OF FACILITIES

Groups qualifying for use shall adhere to Victor Valley Community College District policies and to established procedures. In order to avoid conflict among groups which wish to use facilities at the same time, the following priority system has been established:

PRIORITY RANK	GROUPS
1	Official College groups, including student and employee organizations.
2	Public schools, including recognized parent organizations, and other public agencies. Non-profit in-district groups
3	Non-profit out-of-district groups
4	Commercial enterprises when approved by the Superintendent/ President or designee.

Use of facilities is denied to individuals and organizations that advocate overthrow of the government by unlawful means.

Use of Victor Valley College facilities shall be consistent with purposes for which the facilities were designed.

VICTOR VALLEY COLLEGE EDUCATIONAL PROGRAMS

Activities which are extensions of educational programs have priority for the use of District facilities. Use of facilities by Victor Valley College educational programs shall be consistent with the educational needs of the District. These activities are extension of Educational Programs, Student Services, and/or support services as determined by the Board of Trustees. Educational activities include:

1. Scheduled credit, non-credit, and not for credit courses including those activities required by instructors of record of all students enrolled in credit, non-credit, and/or not-for-credit courses.
2. Scheduled District community service programs (such as Fee Base or Contract Education).
3. Meetings and other activities under sponsorship of the Board of Trustees, its sub-committees and its authorized agents.
4. Meetings of District recognized student and staff clubs, associations, committees, task-forces, and administrative units such as departments, divisions, and programs.
5. Contests, performances, shows, and other activities which are extensions of the approved

instructional or student activities programs. Such programs must be under the supervision of District staff.

VVC Educational Programs Rental Fees

Normal Hours of Operation:

Monday through Friday, 6:00 a.m. to 10:00 p.m.;
Saturday and Sunday, 6:00 a.m. to 10:00 p.m.

CLASSIFICATION 1

Use of facilities during normal District operating hours involving Victor Valley College students, staff, and/or trustees in their official college capacity where supervised by College staff and no additional personnel is required, and no admission fee requested, **NO FEES SHALL BE CHARGED**. No voluntary contributions or promises of contributions shall be solicited. Facilities shall be open to the public.

CLASSIFICATION 2

Use of facilities for non-class related student events/activities which occur outside of normal working hours and which are supervised by District staff, these events/activities involving the exclusive performance of Victor Valley College students **WILL BE CHARGED DIRECT COSTS** for utility, administrative cost, cost of custodial services as needed, security deposit as needed, and for special personnel for opening/setup/breakdown. (See page 5). Admission may be charged and/or voluntary contributions solicited. Such admission and/or contributions must be processed in a manner approved by the Director of Auxiliary Services.

(NOTE: Custodial fees may be waived or reduced for student events/activities which provide their own clean up service if condition of cleanliness is mutually agreed upon.)

CLASSIFICATION 3

Use of college facilities by students, staff or trustees acting in their private citizen capacities unless representing non-profit or other public agencies, **FEES WILL BE CHARGED**. Fees will be for fair rental value (direct costs and rental of facility) which may include utilities, rental of facility, security deposit and administrative fees.

Staff Use of Facilities

Staff use of facilities for purposes other than those defined as educational activities is prohibited unless approved through the Civic Center Code provision found elsewhere in this handbook.

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
ADMINISTRATIVE PROCEDURE

ADMINISTRATIVE SERVICES

Chapter 6

Civic Center and other Facilities Use

AP 6700

CIVIC CENTER ACT - FACILITY USE FEES

1. **FACILITY USE WITHOUT CHARGE**

In accordance with the Civic Center Act, no rental charge will be made for the use of facilities when an alternative location is not available by the following groups: Parent Teacher Associations, Camp Fire Girls, Boy Scout and Girl Scout Troops, or school-community advisory councils. Student clubs, senior citizens organizations, other public agencies are also exempted from rental charges. Fundraising activities for which admission fees are charged, or contributions are solicited and/or other fundraising activities are employed are exempted where the funds are expended for the welfare of the students of the Victor Valley College District.

Fees other than rental may be charged to these organizations for amounts not to exceed the following:

- a. Cost of opening and closing facility if no college employee is available to perform that function as a part of his/her normal duties.
- b. If supervision is needed, and that employee would not normally be present as part of his/her normal duties.
- c. Cost of custodial services if such services are necessary and would not have otherwise been performed as part of the normal custodial work cycle.
- d. Cost of utilities directly attributable to the organization's use of the facilities.

All meetings or events qualifying under these provisions shall be nonexclusive, open to the public, and free of charge (no admission fee, contribution, or membership fee shall be solicited). E.C.85542 2.

2. **FEES FOR NONPROFIT USERS**
(Page 5)

A charge for the use of facilities will be made to nonprofit organizations with current IRS tax exempt status. A copy of the facility fee schedule is available from the Office of Auxiliary Services.

TOTAL CHARGE: Nonprofit Fee + Direct Costs

3. **FEES FOR COMMERCIAL/PRIVATE USERS**
(Page 6)

A fair rental fee will be charged to organizations not qualifying for nonprofit status. Such events must be of an

educational, cultural, or recreational nature which otherwise would not be available in the community.

TOTAL CHARGE: Commercial + Direct Costs

4. **FEES FOR PAC (Page 7), FEES FOR SAC (Page 10)**

APPLICATION AND PAYMENT PROCEDURES (for use of facilities for other than credit, non-credit, and/or not-for-credit courses)

Applications for the use of facilities during the academic year (July 1 through June 30) must be submitted **in writing or by phone** to the Office of Auxiliary Services. prior to the time the facility is needed for approval.

Groups utilizing facilities will be liable for any damage to or destruction of District property beyond that caused by ordinary wear and tear as determined by the District. In addition, a security deposit may be required and future consideration for use of facilities may be denied.

All charges are due and payable within ten (10) days prior to the event/activity.

DENIAL OF PERMITS

1. **ORGANIZATIONS WITH PROGRAMS INTENDED TO OVERTHROW THE GOVERNMENT OF THE UNITED STATES**

Any use, by any individual, society, group, or organization for the commission of any act intended to further any program or movement the purpose of which is to accomplish the overthrow of the government of the United States or of the state by force, violence, or other unlawful means shall not be permitted or suffered.

Any individual, society, group, or organization for the commission of any act intended to further any program or movement the purpose of which is to accomplish the overthrow of the government by force, violence, or other unlawful means while using college property, is guilty of a misdemeanor. (E.C. 82545).

Any use by any individual, society, group or organization for the commission of any act which is prohibited by law or for the commission of any crime shall not be permitted or suffered.

2. **DENIAL BECAUSE OF VIOLATION OF DISTRICT POLICIES AND PROCEDURES**

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
ADMINISTRATIVE PROCEDURE

ADMINISTRATIVE SERVICES

Chapter 6

Civic Center and other Facilities Use

AP 6700

The District, at its discretion, has the right to cancel and terminate a permit immediately and without notice upon its discovery of a violation of any term, condition, or provision of the permit on the part of the user. Should any such violation occur, the District, at its discretion shall have the right to deny any future requests by the user for the use of any other District property or facilities. (E.C. 82545)

SCHEDULE OF RENTAL CHARGES

Charges shall include services of at least one college employee to open the facility, be available during the period of use, and close the facility. Charges also shall include time to prepare the facility and clean after usage.

If, in the opinion of the District or at the request of the using organization, additional services such as technical, security, etc., are required, an additional charge for each employee shall be made. A schedule of rates is available from the Office of Auxiliary Services.

Payment of all fees will be made to the Auxiliary Services Accounting Department upon receipt of statement. Billing questions should be directed to the Office of Auxiliary Services.

A certificate of insurance naming the Victor Valley Community College District as an additional insured for the amount of one million dollars (\$1,000,000) single limit, including a "hold harmless" clause for "any acts or omissions" in favor of the Victor Valley Community College District is required and shall be presented to the Office of Auxiliary Services at least seven (07) days prior to the date of such property use.

In case of an organization or company which carries equipment and/or which brings a stage crew for purposes of staging a show or presentation or activity or other cases determined by the college, a guaranteed deposit in an amount to be determined by the college, depending upon the facility used, shall be placed with the college. Damage to college equipment, and/or property occurring during and by reason of the use and/or occupancy of the premises, shall be paid from this guarantee deposit. The balance, if any, shall be returned to the organization. If the guarantee deposit is not sufficient to cover damage, the group shall be liable for the difference.

DAMAGES - User and/or lessee shall be responsible for and shall pay for any repairs or replacement of any character whatsoever which are occasioned or made necessary by reason of negligence or misuse of District premises. Damage occasioned by acts of God is excepted.

CANCELLATION BY USER - Facilities shall be made available for the user until one-half hour after the time designated in the permit that the meeting is to begin. Notification of cancellation of usage must be received at least thirty-six (36) hours prior to the time for scheduled use. All cancellations shall be reported to the permit-issuing office.

LEASES

College buildings, grounds, and facilities may be leased from the Board of Trustees as long as such property is not needed for college purposes during the term of the lease. Rental for property leased shall be the fair rental value as determined by the rental schedule adopted by the Board of the Trustees.

Applications for leases shall be made to the Victor Valley Community College District, Office of Vice President, Administrative Services, after ascertaining from the college Superintendent/President or designee that the facility is available.

All general terms for use of facilities apply to leases except the requirement for meetings to be open to the public.

Lessee agrees to take out and keep in force during the life hereof at lessee's expense public liability and property damage insurance against any liability to the public, incidental to the use of or resulting from any accident occurring in or about said premises, in the amount of ONE MILLION DOLLARS (\$1,000,000) single limit. Said policy shall name the Victor Valley Community College District as an additional insured and be placed on file with the lessor, and the lessee is to obtain a written obligation on the part of the insurance carriers to notify lessor in writing prior to any cancellation thereof. Lessee agrees if lessee does not keep such insurance in full force and effect, the lessor may take out the necessary insurance and pay the premium and the repayment thereof shall be deemed to be part of the rental and payable at once.

The District, at its discretion, shall have the right to cancel and terminate a lease immediately and without notice upon

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
ADMINISTRATIVE PROCEDURE

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Chapter 6

Civic Center and other Facilities Use

AP 6700

its discovery of a violation of any term, condition, or provision of the lease on the part of the lessee. Should any such violation occur, the District, at its discretion, shall have the right to deny any future requests by the lessee for the lease of college property which is subject of this lease, or for any other District property or facilities.

Students are required to pay for their use of parking on campus during the week. Parking fees are required for outside groups that use campus facilities.

PARKING ON CAMPUS

Victor Valley College parking is by permit only.

REQUIREMENTS AND CONDITIONS FOR FACILITY USE

1. Applications under the Civic Center Act shall originate with established and responsible organizations in the District.

2. All meetings under the Civic Center Act shall be open to the public.

3. No use shall be inconsistent with the purpose for which the facility was designed nor inconsistent with use of facilities for school purposes or interfere with regular college classes and services.

4. No use shall be granted in such a manner as to constitute a monopoly for benefit of any person or organization. (E.C. 82532)

5. No usage or entertainment shall be permitted which reflects in any adverse way on any persons because of race, color, religion, sex, sexual orientation, gender, disability, or national origin.

6. College premises shall not be used as political campaign headquarters.

7. Facility use permits shall not be issued for a period exceeding one semester. Long-term facility use permits are not valid on holidays or when the college is closed unless specified when the request is made.

8. Applications for use shall be filed at least two (2) weeks in advance of the proposed usage.

9. Any facility or equipment usage is limited to that listed on the application and contract. Special requirements must be requested in writing at least two (2) weeks prior to usage.

10. No promotional or advertising materials shall be sold without prior approval without approval from the Vice President, Administrative Services.

11. A District employee shall be fully in charge of any facility being used which is sponsored by Victor Valley College.

12. No goods or services may be sold on the college campus without prior approval from the Director of Auxiliary Services.

13. Concession operation approval must be obtained from the college.

14. Organizations shall not use the name of the District, facilities or equipment to sell a commercial project or to promote personal service to gain financial or material advantage.

15. The user at all times during the use and occupancy of the premises shall thoroughly comply with all ordinances, laws, and regulations affecting the use and occupancy thereof, including all state and local fire, health, and safety laws, ordinances, and regulations.

16. Smoking is prohibited in all District facilities.

17. Lighted candles and any devices having any form of open flame are prohibited. Any material or device which constitutes a fire hazard is expressly prohibited.

18. The possession and carrying of firearms and weapons of any kind on District premises shall be prohibited, except for peace officers and police officers when required by local police regulations.

19. No person while in or on District facilities or grounds shall possess, consume, give or deliver to any other person any alcoholic beverage, other intoxicants or narcotics. A person convicted of a violation of this section, in addition to the penalty imposed for the misdemeanor, shall be barred from further use of the facilities. (Business and Professional Code, Section 25608).

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
ADMINISTRATIVE PROCEDURE

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Chapter 6

Civic Center and other Facilities Use

AP 6700

20. No structures may be erected or assembled on District premises nor may any electrical, mechanical, or other equipment be brought thereon unless authorized.

21. No activity shall be conducted which constitutes a violation of any federal, state, or local law.

22. The District is not responsible for articles left on District property.

23. Use of facilities for dances shall be subject to additional fees as determined by the District.

24. The District reserves the right to cancel facility use permits at any time without notice.

25. The District reserves the right to reject at any time an application for use of District facilities from any organization which proposes an activity which could cause potential

damage or which the District determines would not be in the best interests of the District or the community.

26. No food or drinks will be allowed in classrooms or meeting rooms, including the gymnasium and dance studio, without prior approval from the Superintendent/President or designee.

NON-PROFIT FACILITY FEE SCHEDULE

FACILITY	CAPACITY	DIRECT COST Includes utilities and admin. costs	MINIMUM 4 Hr Base M-F/ Sat-Sun-H	HOURLY (cost over 4-hr base) M-F/ Sat-Sun-H	FEE INCLUDES
Standard Classroom	25-45	\$3/hr*	\$15/\$25	\$5/\$10	Seating, use of chalkboard, media equipment in room, rest rooms, and personnel to open/close.
Hum 15 & 16	55	\$5/hr*	\$20/\$30	\$7.5/\$10	Seating, use of chalkboard, media equipment in room, rest rooms, and personnel to open/close.
Music 1 Bus 5 AH 12 ART 10 Sci 18	125 85 72 60 65	\$7/hr*	\$25/\$35	\$10/\$15	Seating, use of chalkboard, media equipment in room, rest rooms, and personnel to open/close.
AD 8 (Dining Room)	45	\$3/hr*	\$15/\$30	\$5/\$7.5	Banquet tables and chairs, chalkboard, rest rooms, and personnel to open/close. No access to kitchen.
Board Room	50	\$5/hr*	\$20/\$30	\$7.5/\$10	8' tables, chairs, conference/speaker equipment. Restrooms available.
Staff Lounge	30	\$3/hr*	\$15/\$30	\$5/\$10	8' tables, chairs. No rest rooms.

* Utility rates are subject to change and will vary depending upon time of the year and whether it is necessary to heat or cool an entire building for the scheduled use. Set-up/breakdown, cleaning, security, parking, etc., are examples of additional direct costs.

ATHLETIC FACILITIES - NON-PROFIT RATES

ALL CHARGES FOR ATHLETIC FACILITIES REFLECT A FOUR (4) HOUR MINIMUM, unless otherwise noted. Hourly rates are applied in excess of the four (4) hour minimum.

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
ADMINISTRATIVE PROCEDURE

ADMINISTRATIVE SERVICES

Chapter 6

Civic Center and other Facilities Use

AP 6700

FACILITY	CAPACITY	DIRECT COST	MINIMUM 4 Hr Base M-F/ S-S / H	HOURLY (cost over 4-hr base) M-F/ S-S -H	FEE INCLUDES
PE 1-Auxiliary Gym	100	\$5/hr*	\$25/\$40	\$10/\$15	Personnel to open/close.
GYM 6 – Dance Studio	40	\$5/hr*	\$20/\$35	\$5/\$7.5	Personnel to open/close.
GYM 10–Tennis Courts	10 courts	\$2/hr	\$10/\$15	\$5/\$10	Access to courts.
GYM 11 – Fields Baseball	1 game 2 games	\$5/hr	\$35/\$50 \$65/\$85	\$10/\$20	Field preparation, bases. Personnel to open/close.
Softball, Soccer, Track		\$2/hr	\$20/\$30	\$10/\$15	Access to field.
Locker Rooms/ Rest rooms		\$3/hr*	\$20/use	N/A	Includes showers. User must provide own towels. User will be charged for any damage sustained.
CAMPUS GROUNDS	Minimum Charge of \$25. \$25 for restrooms				

VVC does not have any track equipment. Weight Training Room and equipment/supplies are not available to non-athletic department users.
ACCESS TO RESTROOMS – will include a one-hour custodial cleanup charge of \$20. SPECIAL PREPARATION OF GYM OR FIELDS – will be charged a minimum of \$20 per hour per custodian or as determined by the District designee (i.e. \$100 per athletic field to stripe for use)

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
ADMINISTRATIVE PROCEDURE

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Chapter 6

Civic Center and other Facilities Use

AP 6700

COMMERCIAL / PROFIT - FACILITY FEE SCHEDULE

FACILITY	CAPACITY	DIRECT COST Includes utilities and admin. costs	MINIMUM 4 Hr Base M-F/ Sat-Sun-H	HOURLY (cost over 4-hr base) M-F/ Sat-Sun-H	FEE INCLUDES
Standard Classroom	25-45	\$3/hr*	\$50/\$60	\$15/\$20	Seating, use of chalkboard, media equipment in room, rest rooms, and personnel to open/close.
Hum 15 & 16	55	\$5/hr*	\$60/\$70	\$20/\$25	Seating, use of chalkboard, media equipment in room, rest rooms, and personnel to open/close.
Music 1 Bus 5 AH 12 ART 10 Sci 18	125 85 72 60 65	\$7/hr*	\$70/\$80	\$25/\$30	Seating, use of chalkboard, media equipment in room, rest rooms, and personnel to open/close.
AD 8 (Dining Room)	45	\$3/hr*	\$50/\$60	\$15/\$20	Banquet tables and chairs, chalkboard, rest rooms, and personnel to open/close. No access to kitchen.
Board Room	50	\$5/hr*	\$60/\$70	\$20/\$25	8' tables, chairs, conference/speaker equipment. Restrooms available.
Staff Lounge	30	\$3/hr*	\$50/\$60	\$15/\$20	8' tables, chairs. No rest rooms.

* Utility rates are subject to change and will vary depending upon time of the year and whether it is necessary to heat or cool an entire building for the scheduled use. Set-up/breakdown, cleaning, security, parking, etc., are examples of additional direct costs.

ATHLETIC FACILITIES: COMMERCIAL - PROFIT RATES

ALL CHARGES FOR ATHLETIC FACILITIES REFLECT A FOUR (4) HOUR MINIMUM, unless otherwise noted. Hourly rates are applied in excess of the four (4) hour minimum.

FACILITY	CAPACITY	DIRECT COST	MINIMUM 4 Hr Base M-F/ S-S / H	HOURLY (cost over 4-hr base) M-F/ S-S -H	FEE INCLUDES
GYM 1-Auxiliary Gym	100	\$5/hr*	\$70/\$80	\$25/\$30	Personnel to open/close.
GYM 6 – Dance Studio	40	\$5/hr*	\$60/\$70	\$20/\$25	Personnel to open/close.
GYM 10–Tennis Courts	6 courts	\$1/hr	\$30/\$40	\$10/\$15	Access to courts.
GYM 11 – Fields Baseball	1 game 2 games	\$2/hr	\$100/\$125 \$150/\$175	\$35/\$40	Field preparation, bases. Personnel to open/close.
Softball, Soccer, Track		\$2/hr	\$50/\$60	\$15/\$20	Access to field.
Locker Rooms/ Rest rooms		\$3/hr*	\$30 per use	N/A	Includes showers. User must provide own towels. User will be charged for any damage sustained.
CAMPUS GROUNDS	Minimum Charge of \$50. \$45 to open rest room.				

VVC does not have any track equipment. Weight Training Room and equipment/supplies are not available to non-athletic department users.
ACCESS TO RESTROOMS – will include a one-hour custodial cleanup charge of \$20. SPECIAL PREPARATION OF GYM OR FIELDS – will be charged a minimum of \$20 per hour per custodian or as determined by the District designee (i.e. \$100 per athletic field to stripe for use)

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
ADMINISTRATIVE PROCEDURE

ADMINISTRATIVE SERVICES

Chapter 6

Civic Center and other Facilities Use

AP 6700

Rate Schedule

PERFORMING ARTS CENTER

Victor Valley College
18422 Bear Valley Road
Victorville, CA 92392
(760) 245-4271

CAPACITY: 493

DEPOSIT/MINIMUM BASIC CHARGE:

The deposit/minimum basic charge is to be remitted at the time the signed contract is returned to Victor Valley College, at least TWO WEEKS prior to the event. It will be the sole discretion of the Victor Valley Community College District whether to cancel the event if the contract and deposit are not received. The charges accrued during your event will be subtracted from this deposit/minimum basic charge, and you will be invoiced for any charges exceeding this amount. In the event your charges amount to less than the deposit/minimum basic charge, no refund will be made, since this is the minimum charge for using the facility.

INSURANCE:

All Performing Arts Center (PAC) users MUST PROVIDE A CERTIFICATE OF INSURANCE in the amount of one million dollars (\$1,000,000) at least TWO WEEKS prior to the scheduled event. If a valid certificate of insurance is NOT on file at least two weeks prior to the event, it will be the sole discretion of the Victor Valley Community College District whether or not to cancel the event. If the event is canceled 50% of the deposit will be charged.

RENTAL FEES:

Category I: Seminar Rate

A Deposit/Minimum Basic Charge of \$250 shall be paid by organizations, clubs, or associations serving the recreational, educational, political, economic, artistic, or moral activities of the community whether or not dues, contributions, or admissions are accepted. This category is applicable when two (2) or less technical staff members are required. Additional charges shall be made for additional services, personnel, or equipment required by the Licensee.

Deposit/Minimum Basic Charge.....	\$250.00
Usage Rate.....	\$75 per hour
HOLIDAY/Overtime Usage Rate.....	\$150 per hour
Penalty Charge(s).....	Refer to Special Charges Section

Category II: Production Rate Non-Profit Organizations

A Deposit/Minimum Basic Charge of \$500.00 shall be paid by non-profit organizations. Entertainments, meetings, etc. not qualifying for the Category I: Seminar Rate, or when admission fees are charged or contributions solicited and such receipts are expended for the welfare of students or for charitable purposes. A non-profit identification number, issued by the U.S. Internal Revenue Service, must be presented at the time of deposit. This category is applicable when more than two (2) and a maximum of four (4) technical staff members are required. Additional charges shall be made for additional services, personnel, or equipment required by the Licensee.

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
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Deposit/Minimum Basic Charge.....	\$500.00
Usage Rate.....	\$120.00 per hour
HOLIDAY/Overtime Usage Rate.....	\$195.00 per hour
Penalty Charge(s).....	Refer to Special Charges Section

65

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
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Chapter 6

Civic Center and other Facilities Use

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Category III: Production Rate Profit-Making Organizations

A Deposit/Minimum Basic Charge of \$650.00 shall be paid by organizations, entertainments, or meetings not qualifying for the Category I: Seminar Rate or Category II: Production Rate Non-Profit Organizations, or when admission fees are charged or contributions solicited and such receipts are not expended for the welfare of the students or for charitable purposes. This category is applicable when more than four (4) technical staff members are required. Additional charges shall be made for additional services, personnel, or equipment required by the Licensee.

Deposit/Minimum Basic Charge.....	\$650.00
Usage Rate.....	\$135.00 per hour
HOLIDAY/Overtime Usage Rate.....	\$210.00 per hour
Penalty Charge(s).....	Refer to Special Charges Section

ADDITIONAL LABOR CHARGES:

1. Additional technicians and crew members.....\$10 per hour
2. House Personnel (ushers).....\$10 per hour
3. Lobby reception Custodial Charge/Refreshments.....\$25.00 per event
4. Green Room clean-up.....\$15.00 per event
5. Additional clean-up.....\$50.00 per event

ADDITIONAL CHARGES REQUIRING LABOR AND TECHNICIAN SUPPORT

1. Additional microphone (beyond three).....\$5.00 each
2. Sound equipment (beyond public address).....\$6.00 per item
3. Movable on-stage speakers.....\$5.00 pair
4. Record performance (archival only).....\$10.00 per event
5. Record effects, mood music, etc.\$15.00 plus labor
6. Use of movie projectors.....\$15.00 per event
7. Use of slide projector.....\$5.00 per event
8. Use of video playback system.....\$20.00 per event
9. Use of overhead projector.....\$10.00 per event
10. Use of Grand piano.....\$25.00 per event
11. Grand piano tuning fee.....Estimated fee \$90.00 or as charged
12. Upright piano tuning fee.....Estimated fee \$80.00 or as charged
13. Upright piano set into orchestra pit.....\$25.00 per event, plus labor
14. Orchestra pit filler section:
 - a. Remove all sections.....\$30.00 per event, plus labor
 - b. Remove partial sections.....\$15.00 per event, plus labor
 - c. Raise all sections.....\$40.00 per event, plus labor
 - d. Raise partial sections.....\$25.00 per event, plus labor
15. Disposal of equipment, props, etc.\$25.00 per event

SPECIAL CHARGES

1. Cancellation of performance
Of preliminary charges or rental charges

2 weeks prior to event,	50% charge
1 week, prior to event,	75% charge
2. The PAC staff, in conjunction with the Director of Auxiliary Services, is charged with the direction of community use of the facility, and at their discretion, may establish additional charges for uses not defined herein because of unusual needs.

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
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Chapter 6

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AP 6700

3. During national/state/or college holidays (as published each year by Victor Valley College), a TIME-AND-A-HALF additional fee shall be charged for use of Victor Valley College facilities.
4. If, at the discretion of the Performing Arts Center staff, the type of event scheduled is such that security and/or a security deposit is needed, the cost shall be passed on to the Licensee.

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
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Chapter 6

Civic Center and other Facilities Use

AP 6700

MAIN GYMNASIUM

Insurance

All gym users must provide a certificate of insurance in the amount of one million dollars (\$1,000,000) at least two weeks prior to the scheduled event. If a valid insurance certificate is not on file at least two weeks prior to the event, it will be the sole discretion of the Victor Valley Community College District whether or not to cancel the event. **For some events, where the probability of injury is unusually high, additional insurance may be required.**

Rental Fees

PURPOSE OF CHARGE	NONPROFIT ORGANIZATION	PROFIT-MAKING/ PROFESSIONAL ENTERTAINMENT ORGANIZATIONS	PUBLIC ENTITIES
Minimum Base Charge Fee includes use of facility; utilities; gym manager; technical support; use of sound system/score board; rest rooms; dressing rooms; showers; personnel to open/close; parking.	\$725 per day	\$1,000 per day	
Personnel (minimum): Technician Gym Mgr	\$20 per hour \$25 per hour	\$20 per hour \$25 per hour	(4-hour base min) \$20 per hour \$25 per hour
Utilities	\$150 per day	\$150 per day	\$150 per day
Security 1 officer: 500 people	\$35 per hour/officer	\$35 per hour/officer	\$35 per hour/officer
Ticket Seller	\$10 per hour	\$10 per hour	\$10 per hour
Ticket Taker	\$10 per hour	\$10 per hour	\$10 per hour
Set up/Breakdown	\$20 per hour/person	\$20 per hour/person	\$20 per hour/person
Custodian	\$20 per hour (4-hr base min)	\$20 per hour (4-hr base min)	\$20 per hour (4-hr base min)

Gym Seating Capacity: 2,008
Main gym floor: 1,510
Mezzanine (upstairs): 498

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
ADMINISTRATIVE PROCEDURE

ADMINISTRATIVE SERVICES

Chapter 6

Civic Center and other Facilities Use

AP 6700

Student Activities Center

Conference Center:	Capacity	Initial per hour cost*
Room A	15	\$20
Room B	35	\$40
Room C	60	\$65
Room D	25	\$30
Quiet Room	15	\$20
Food Court	300	\$250
Faculty/Staff Dining Room	45	\$50
Rooms A & B		\$50
Rooms B & C		\$90
Rooms C & D		\$80
Rooms B, C & D		\$110
Rooms A, B, C & D		\$125

* Includes standard set-up of tables and chairs, overhead projector and screen, and when necessary, sound system.

Second hour – 75 percent of cost of first hour

Third hour – 50 percent charge of first hour

Fourth hour – 40 percent of first hour

*Each subsequent hour will be billed at the fourth hour rate.

Special set-ups: Set-up and take down costs are \$10 per hour per worker, hours are rounded to the hour and a minimum charge of \$20.

Additional charges: Cleaning: \$20 per hour per custodian will be charged. Parking: \$.50 per anticipated attendee.

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
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Chapter 6

Civic Center and other Facilities Use

AP 6700

COMMERCIAL USE OF FACILITIES

Where the Superintendent/President has approved use of facilities to commercial users, utility and full rental fees will be charged. These fees will also be charged to agencies which conduct an education program and an admission fee is charged, or where voluntary contributions are solicited. Additional fees for special equipment or services shall be charged to the sponsoring group.

A twenty-five percent (25%) deposit must be paid at the time the agreement is approved (this requirement may be waived for public agencies). This deposit is not refundable for groups that subsequently cancel their request, but it is applied to the total fee. If the college cancels the activity, the full refund will be made.

All fees must be paid at least three (3) working days prior to the event.

Organizations will be liable for any damage to or destruction of District property beyond the normal wear and tear as determined by the District.

CHARGES FOR COMMERCIAL USE

Fair rental value (utilities, administrative fees, and rent) will be charged to organizations not qualifying for nonprofit status, or where admission fees are charged or contributions are solicited and where net receipts of admission fees or contributions do not directly benefit the District. Education Code 82530 requires that the District assess these fees for the use of facilities by a church or other religious organization when the requested use of the facility is for conducting religious services. Hence churches and other religious organizations are not eligible for free facility, notwithstanding the provisions stated above and must pay basic charges.

PROCEDURE FOR REQUESTING FACILITY USE

Application is to be submitted to the Director of Auxiliary Services, Victor Valley Community College 18422 Bear Valley Road Victorville, CA 92395. (760) 245-4271 extension 2395, Fax (760) 241-5723.

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
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Civic Center and other Facilities Use

AP 6700

OFF-CAMPUS USERS OF VIDEOCONFERENCE SERVICES
RATE SHEET

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

VIDEOCONFERENCE SERVICE FEES

*1 hour minimum (*with 30 minute no charge grace)	\$165
(Includes cost-free to user grace period up-to 30 minutes for continuation of services beyond the 1 st hour)	
Each additional hour	\$65
*Additional 1 hour is charged if services extend beyond grace period.	

Fees to include:

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

Use of:

Polycom adaptive send/receive videoconferencing equipment
Adaptive send/receive user table
Wireless lavalier microphone
Telephone
FAX

ADDITIONAL FEES

Cancellation Charge	\$65
(applies only if written notification of cancellation is not received within 36 hours of event)	

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

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

SUPERINTENDENT/PRESIDENT

APRIL 11, 2006

TOPIC: SECOND READING, REVISED BOARD POLICY NO. 7100
COMMITMENT TO DIVERSITY

TO THE BOARD OF TRUSTEES:

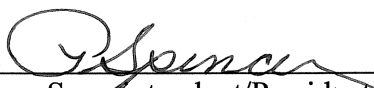
The College Assembly accepted for first reading the revised Board policy 7100 with the recommended changes from CCLC, regarding Commitment to Diversity, at its February 21, 2006 meeting by unanimous vote. After a second reading at its March 7, 2006 meeting, the College Assembly accepted the board policy by unanimous vote.

Fiscal Impact: N/A

RECOMMENDATION:

It is recommended that the board accept for second reading the revised Board Policy No. 7100, Commitment to Diversity with the recommended changes from CCLC.

REFERENCE FOR AGENDA: Yes

Signed 
Superintendent/President

ACTION TAKEN BY THE BOARD:

MOTION _____

SECOND _____

Ayes ___ Noes ___

INFORMATION ONLY _____

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
BOARD POLICY

HUMAN RESOURCES

Chapter 7

Commitment to Diversity

BP 7100

The district is committed to employing qualified administrators, faculty, and staff members who are dedicated to student success. The board recognizes that diversity in the academic environment fosters cultural awareness, promotes mutual understanding and respect, and provides suitable role models for all students. The board is committed to hiring and staff development processes that support the goals of equal opportunity, diversity, and ~~affirmative action~~ and provide equal consideration for all qualified candidates.

Reference: Education Code Section 87100 et seq.

SUPERINTENDENT/PRESIDENT

APRIL 11, 2006

TOPIC: SECOND READING, REVISED BOARD POLICY NO. 7120
RECRUITMENT AND SELECTION

TO THE BOARD OF TRUSTEES:


The College Assembly accepted for first reading the revised Board policy 7120 with the recommended changes from CCLC, regarding Recruitment and Selection, at its February 21, 2006 meeting by unanimous vote. After a second reading at its March 7, 2006 meeting, the College Assembly accepted the board policy by unanimous vote.

Fiscal Impact: N/A

RECOMMENDATION:

It is recommended that the board accept for second reading the revised Board Policy No. 7120, Recruitment and Selection, with the recommended changes from CCLC.

REFERENCE FOR AGENDA: Yes

Signed 
Superintendent/President

ACTION TAKEN BY THE BOARD:

MOTION _____

SECOND _____

Ayes ___ Noes ___

INFORMATION ONLY _____

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
BOARD POLICY

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Chapter 7

Recruitment and Selection

BP 7120

The superintendent/president shall establish procedures for the recruitment and selection of employees including, but not limited to, the following criteria.

An **Equal Employment Opportunity** plan shall be implemented according to Title 5 and Board Policy 3420.

Academic employees shall possess the minimum qualifications prescribed for their positions by the board of governors.

The criteria and procedures for hiring academic employees shall be established and implemented in accordance with board policies and procedures regarding the academic senate's role in local decision making.

The criteria and procedures for hiring classified employees shall be established after first affording the classified bargaining unit an opportunity to participate in the decisions under the board's policies regarding local decision making.

Reference: Education Code Section 70902(d); Education Code Section 87100 et seq.;
Title 5, Section 53000, et seq.; Accreditation Standard III.1.A

SUPERINTENDENT/PRESIDENT

APRIL 11, 2006

TOPIC: SECOND READING, REVISED BOARD POLICY NO. 7210
ACADEMIC EMPLOYEES

TO THE BOARD OF TRUSTEES:

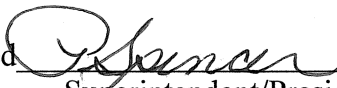
The College Assembly accepted for first reading the revised Board policy 7210 with the recommended changes from CCLC, regarding Academic Employees, at its February 21, 2006 meeting by unanimous vote. After a second reading at its March 7, 2006 meeting, the College Assembly accepted the board policy by unanimous vote.

Fiscal Impact: N/A

RECOMMENDATION:

It is recommended that the board accept for second reading the revised Board Policy No. 7210, Academic Employees, with the recommended changes from CCLC.

REFERENCE FOR AGENDA: Yes

Signed  _____
Superintendent/President

ACTION TAKEN BY THE BOARD:

MOTION _____

SECOND _____

Ayes ___ Noes ___

INFORMATION ONLY _____

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
BOARD POLICY

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Chapter 7

Academic Employees

7210

Academic employees are all persons employed by the district in academic positions. Academic positions include every type of service, other than paraprofessional service, for which minimum qualifications have been established by the board of governors for the California Community Colleges.

Faculty members are those employees who are employed by the district in academic positions that are not designated as supervisory or management. Faculty employees include, but are not limited to, instructors, librarians, counselors, and professionals in health services, DSPS, and EOPS.

Decisions regarding tenure of faculty shall be made in accordance with the evaluation procedures established for the evaluation of probationary faculty and in accordance with the requirements of the Education Code. The board reserves the right to determine whether a faculty member shall be granted tenure.

The district may employ temporary faculty from time to time as required by the interests of the district. Temporary faculty may be employed full time or part time. The board delegates authority to the superintendent/president to determine the extent of the district's needs for temporary faculty.

Notwithstanding this policy, the district shall comply with its goals under the Education Code regarding the ratio of full-time to part-time faculty to be employed by it and ~~the Title 5 required district five-year plan~~ for making progress toward the standard of 75% of total faculty work load hours taught by full-time faculty.

Reference: Education Code Sections 87400 et seq; 87419.1; 87600 et seq.; **87482.8** Title 5, Section 51025

SUPERINTENDENT/PRESIDENT

APRIL 11, 2006

TOPIC: SECOND READING, REVISED BOARD POLICY NO. 7240
CONFIDENTIAL EMPLOYEES

TO THE BOARD OF TRUSTEES:

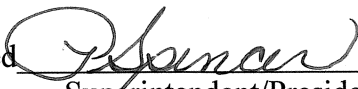
The College Assembly accepted for first reading the revised Board policy 7240 with the recommended changes from CCLC, regarding Confidential Employees, at its February 21, 2006 meeting by unanimous vote. After a second reading at its March 7, 2006 meeting, the College Assembly accepted the board policy by unanimous vote.

Fiscal Impact: N/A

RECOMMENDATION:

It is recommended that the board accept for second reading the revised Board Policy No. 7240, Confidential Employees, with the recommended changes from CCLC.

REFERENCE FOR AGENDA: Yes

Signed 
Superintendent/President

ACTION TAKEN BY THE BOARD:

MOTION _____

SECOND _____

Ayes ___ Noes ___

INFORMATION ONLY _____

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
BOARD POLICY

HUMAN RESOURCES

Chapter 7

Confidential Employees

BP 7240

Confidential employees are those who **are required to develop or represent management positions with respect to employer-employee relations and whose duties normally require access to confidential information that is used to contribute significantly to the development of management positions.** The fact that an employee has access to confidential or sensitive information shall not in and of itself make the employee a confidential employee.

A determination whether a position is a confidential one shall be made by the board in accordance with applicable law and with the regulations of the California Public Employment Relations Board.

Confidential employees are not eligible for inclusion in a bargaining unit represented by an exclusive representative and the terms and conditions of their employment are not controlled by any collective bargaining agreement.

The terms and conditions of employment for confidential employees shall be provided for by procedures developed by the superintendent/president. Such terms and conditions of employment shall include, but not be limited to, procedures for evaluation and rules regarding leaves, transfers and reassignments.

Reference: Government Code Section 3540.1(c)

See Administrative Procedures [].

SUPERINTENDENT/PRESIDENT

APRIL 11, 2006

TOPIC: SECOND READING, REVISED BOARD POLICY NO. 7370
POLITICAL ACTIVITY

TO THE BOARD OF TRUSTEES:

The College Assembly accepted for first reading the revised Board policy 7370 with the recommended changes from CCLC, regarding Political Activity, at its February 21, 2006 meeting by unanimous vote. After a second reading at its March 7, 2006 meeting, the College Assembly accepted the board policy by unanimous vote.

Fiscal Impact: N/A

RECOMMENDATION:

It is recommended that the board accept for second reading the revised Board Policy No. 7370, Political Activity, with the recommended changes from CCLC.

REFERENCE FOR AGENDA: Yes

Signed  _____
Superintendent/President

ACTION TAKEN BY THE BOARD:

MOTION _____

SECOND _____

Ayes ___ Noes ___

INFORMATION ONLY _____

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
BOARD POLICY

HUMAN RESOURCES

Chapter 7

Political Activity

BP 7370

Employees shall not use district funds, services, supplies or equipment to urge the passage or defeat of any ballot measure or candidate, including, but not limited to, any candidate for election to the governing board. This policy prohibits political activity during an employee's working hours, but shall not be construed to prohibit an employee from urging the support or defeat of a ballot measure or candidate during nonworking time.

Reference: Education Code Sections 7054; 7056; **Government Code Section 8314**

Board adopted 9/11/01

Approved by College Assembly for first read 3-7-06 (with recommended changes from CCLC)

INSTRUCTION

APRIL 11, 2006

TOPIC: MOU-SAN BERNARDINO SUPERINTENDENT OF SCHOOLS

TO THE SUPERINTENDENT/PRESIDENT:

The Office of the San Bernardino County Superintendent of Schools has entered into an agreement with the Victor Valley College Child Development Center, as specified in the attached Memorandum of Understanding, for the Central Eligibility List (CEL) registration process for families to help them find available child care slots within the county.

Fiscal Impact: None to the district.

RECOMMENDATION:

It is recommended that the Board of Trustees ratify the attached MOU.

REFERENCE FOR AGENDA: Yes

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

TRANSMITTED TO THE BOARD WITH A FAVORABLE RECOMMENDATION:

Signed [Signature]
Superintendent/President

ACTION TAKEN BY THE BOARD:

MOTION _____

SECOND _____

Ayes _____ Noes _____

INFORMATION ONLY _____

**OFFICE OF THE
SAN BERNARDINO COUNTY SUPERINTENDENT OF SCHOOLS
601 North E Street
San Bernardino, CA 92410-3093**

**MEMORANDUM OF UNDERSTANDING (MOU)
05/06-0733**

This Memorandum of Understanding (MOU), entered into on this 9th day of February 2006, by and between the San Bernardino County Superintendent of Schools on behalf of KidsNCare, herein after referred to "KNC", as the CEL (Centralized Eligibility List) Administrator for the San Bernardino County and Victor Valley Community College herein after referred to as "Agency", a contractor with the California Department of Education (CDE), providing child care and development services to children and families within San Bernardino County,

RECITALS

WHEREAS, the Budget Act of 2005-06, Senate Bill 77 (Chapter 38, Statutes of 2005) provided funding to develop and maintain a CEL in each county of the State; and

WHEREAS, Senate Bill 68 (Chapter 78, Statutes of 2005) added California Education Code §8227(a) "To the extent that funding is made available for this purpose, the alternative payment agency in each county shall design, maintain, and administer a system to consolidate local child care waiting lists so as to establish a countywide centralized eligibility list" and (e)(1) "To be eligible to enter into an agreement with the department (CDE) to provide subsidized child care, a contractor shall participate in and use the centralized eligibility list."

NOW THEREFORE, KNC and Agency agree to the following:

I. PROGRAM GOALS

- A. Increase collaboration between agencies, providers, and families by simplifying the eligibility list registration process for families.
- B. Increase access to all programs for which children and their families are eligible.
- C. Establish a countywide list of eligible families or children, from which agencies can draw to fill program vacancies.
- D. Update and maintain accurate information of available, eligible families or children.
- E. Ensure that all eligible families have equal access to subsidized childcare and reduce the need for families to register at multiple agencies, multiple times, and to eliminate duplicative counts of families or children needing services in San Bernardino County.
- F. Identify need within San Bernardino County for childcare and provide accurate reports to CDE concerning those needs.

II. RESPONSIBILITIES

- A. KidsNCare (KNC) (System Administrator)
 1. KNC shall be responsible to design, maintain, and administer a system to consolidate local childcare waiting lists to establish a countywide CEL.
 2. KNC shall provide:
 - a. access to an internet-based CEL database system through a software vendor;
 - b. access to data hosting and backup;
 - c. initial hardware as requested. Hardware may include the following: monitor, modem, and CPU;

- d. initial orientation at a central location and on-going training as determined by KNC for the use of the CEL, including the provision of initial and updated training materials;
- e. initial data entry or electronic migration of Agency lists onto CEL database and ongoing database maintenance;
- f. assistance and troubleshooting of CEL Database issues and end-user support for the CEL Database, including informing CEL users of changes and updates;
- g. liaison with CEL Database software vendor, including maintaining, managing and revision of software; and
- h. written policy and procedures for the use of CEL.

B. Agency

1. Agency shall be responsible to the CEL Administrator to do the following:
 - a. follow CEL Procedures Manual as developed by the CEL Steering Committee;
 - b. agree to be identified as a participating Agency on the application and through any media coverage the project may solicit;
 - c. provide KNC with data of all existing families and children seeking subsidized child care by input into the CEL Database, including those currently housed on their eligibility lists, regardless of method maintained (e.g. hard-copy, spreadsheets, etc.);
 - d. specify program sites for family or children registration into the CEL;
 - e. make staff, at a minimum the Agency lead, available for training on the use of the CEL;
 - f. notify KNC of any updates and changes in Agency user(s), programs, or other profile information;
 - g. participate in feedback process, including, but not limited to attending meetings, completing surveys and/or questionnaires, or other informal communication such as telephone, facsimile, or e-mail;
 - h. maintain the following office equipment (whether provided by CEL Administrator or Agency):
 - 1) a workstation meeting, at a minimum, the following system requirements:
 - Web Browser: Internet Explorer version 6.0 or above;
 - Screen Resolution: 1024 x768 recommended minimum;
 - Security: SSL 64/128-bit encryption enabled; and
 - Crystal Report Viewing/Printing: Active X enabled on IE browsers and Java enabled on all other browsers;
 - 2) if equipment is provided by CEL, the Agency shall contact KNC for repair or warranty work;
 - 3) establish and maintain a web browser through a DSL or Cable internet connection;
 - 4) maintain an open e-mail account, and provide address to KNC; and
 - 5) maintain an operating telephone system.
2. Agency shall assist children and families in San Bernardino County by use of the CEL in the following manner:
 - a. provide information regarding San Bernardino County CEL and its services;
 - b. collect necessary information and accurately input family and children's data on CEL Database or provide application; and
 - c. refer families and children in San Bernardino County to appropriate Resource and Referral Program, as necessary.
3. Agency shall use the CEL Database to fill Agency enrollment in order to serve the most eligible families and children.

III. TERMS

- A. This MOU shall be effective January 1, 2006 through June 30, 2007. This MOU may be terminated early by CEL Administrator in the event funding is decreased or eliminated.
- B. The term of this MOU may be extended by mutual agreement of both parties and affixed hereto as an amendment with signatures of both parties.
- C. No fee shall be required to participate in the CEL Program.
- D. All family and client information shall be maintained with strict confidentiality in accordance to California Code of Regulations, Title 5.
- E. Agency shall only utilize equipment provided by the CEL Administrator for the purposes of this MOU. The Agency shall not allow any unauthorized access to equipment and CEL Database.
- F. It is understood that each program operates as an individual Agency and that this MOU establishes no dual employee relationship.
- G. This MOU constitutes the entire agreement between the parties, supersedes all prior agreements, oral or written, and may be modified or amended only by instrument in writing and signed by both parties. If either party shall commence any legal proceedings against the other with respect to any of the terms and conditions of this MOU, the non prevailing party shall pay to the other all expenses of the litigation, including reasonable attorneys' fees. The parties agree that the proper place of venue shall be in the City of San Bernardino. San Bernardino County, California.

IV. DEFAULT AND REMEDIES

- A. If Agency fails to comply with any of the material requirements of this MOU or any requirements of the California State Department of Education (CDE), KNC shall report such default CDE.
- B. In the event of such default, KNC shall provide written notice to Agency specifying the default. Agency shall have five calendar days to cure the default.
- C. In the event that default has not been cured, KNC may terminate this agreement. In the event of termination, all property owned by KNC shall be returned to KNC within 48 hours.

V. NOTICE

- A. Notice regarding termination or default shall be provided in written form by way of first class postage prepaid mail to the following:


If to KNC:
 Attn: Janet Dole
 KidsNCare
 144 N. Mountain View Avenue
 San Bernardino, CA 92408

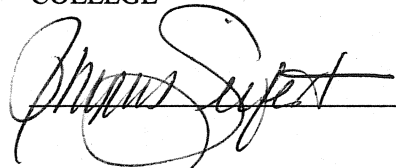
If to Agency:
 Attn: Melina Rodriguez
 Victor Valley Community College
 18422 Bear Valley Road
 Victorville, CA 92395

IN WITNESS WHEREOF, the parties have caused this MOU to be duly executed on the day and year first written above.

SAN BERNARDINO COUNTY
SUPERINTENDENT OF SCHOOLS

VICTOR VALLEY COMMUNITY
COLLEGE


 Janice O'Rourke, Program Manager
 Purchasing/Contracts



Date: 2/10/06

Date: 2-21-06

STUDENT SERVICES

APRIL 11, 2006

TOPIC: MOU WITH WESTERN RESEARCH AND DEVELOPMENT (ADDENDUM)

TO THE SUPERINTENDENT/PRESIDENT:

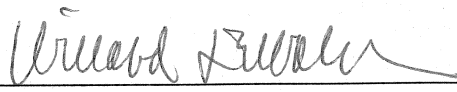
On December 9, 2003, the District signed an MOU (attached) with Western Research and Development (WRD) for technical assistance and consulting in the preparation of a Title V HSI grant proposal. With the assistance of WRD, the District was awarded a Title V HSI grant in 2004. In 2005, again with WRD's assistance, the District was awarded a second Title V HSI grant (cooperative). Attached is an addendum to the original MOU that clarifies WRD's role in developing additional Title V cooperative arrangement proposals.

Fiscal Impact: Budgeted item, 10% of funds awarded, currently \$54,000 annually for the Title V HSI independent grant and \$30,000 annually for the Title V HSI cooperative grant.

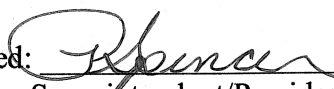
RECOMMENDATION:

It is recommended that the Board of Trustees approve the addendum to the MOU with Western Research and Development.

REFERENCE FOR AGENDA: YES

Signed: 
Vice President, Student Services

TRANSMITTED TO THE BOARD WITH A FAVORABLE RECOMMENDATION:

Signed: 
Superintendent/President

ACTION TAKEN BY THE BOARD:

MOTION _____

SECOND _____

Ayes ____ Noes ____

INFORMATION ONLY _____

MEMORANDUM OF UNDERSTANDING

Addendum No. 1

College and WRD acknowledge that policy clarifications recently published by Title V program staff allow for College to receive funds under more than one cooperative arrangement development grant.

Therefore, WRD and College agree that in accordance with all terms set forth in the attached MOU dated January 7, 2004, WRD shall also assist College, as mutually agreed, in developing additional Title V (Developing Hispanic-serving Institutions Program under the Higher Education Act) cooperative arrangement grant applications and provide such services as described therein.

It is also agreed that should any additional Title V cooperative arrangement proposal be successful as a result of the joint efforts of WRD and College, College will pay WRD a fee equal to ten percent (10%) of the funding awarded by each grant award document which are College's share of the funds during the term of the grant(s). While it is recognized that the fee due WRD is related to the funding level of the grants, College agrees to utilize only non-grant funds for the payment of WRD's fee. Payment of WRD's fee will be made in equal, quarter-annual installments, commencing with the date a grant begins (October 1) as invoiced by WRD.

Western Research & Development assigns all rights and responsibilities under the attached agreement (MOU dated December 21, 2004 with College and all addenda) to WRD Consulting Group LLC (hereinafter referred to as "WRD").

WRD

Victor Valley College

By: _____
Melanie Tang, Ph.D.
President

By: _____
Patricia Spencer, Ph.D.
President

Date: _____

Date: _____

TOPIC: MOU WITH WESTERN RESEARCH AND DEVELOPMENT

TO THE SUPERINTENDENT/PRESIDENT:

The board previously approved the MOU with Western Research Development on January 11, 2000. However, the college plans to submit a grant proposal for upcoming Title III and/or Title V grant funding through the U.S. Department of Education under the Higher Education Act. Title III authorized grants to higher education institutions to strengthen academic quality, institutional management, and financial stability. Title V grants are awarded to assist eligible Hispanic-serving institutions of higher education to expand their capacity to serve Hispanic and low-income students. Funding available is in the range of \$2 million over a period of five years, and the funding is highly competitive. A group of faculty and staff are currently working on the grant proposal that may include components for ESL Program development, learning outcomes assessment, technology development, development of alternative delivery strategies, and staff development.

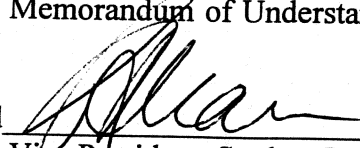
Western Research and Development is a private educational consulting agency which specializes in providing high quality services to higher education institutions throughout the country for Title III and/or Title V funding. Western Research and Development has worked with over 150 colleges and universities assisting them in securing and then implementing such awards. Western Research and Development will provide consultation services to assist the college in establishing eligibility, grant proposal development, and grant management assistance for Title III and/or Title V funds as determined by the college.

Fiscal Impact. If the grant proposal is funded by the Department of Education, a fee of 10% of the funds awarded annually during the term of the grant.

RECOMMENDATION:

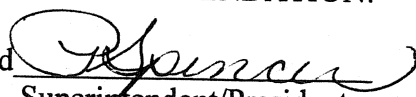
It is recommended that the Board of Trustees approve the Memorandum of Understanding with Western Research and Development.

REFERENCE FOR AGENDA _____

Signed 
Vice President, Student Learning

INTERIM

TRANSMITTED TO THE BOARD WITH A FAVORABLE RECOMMENDATION:

Signed 
Superintendent/President

ACTION TAKEN BY THE BOARD:

MOTION _____
SECOND _____
INFORMATION ONLY _____

Ayes _____ Noes _____

MEMORANDUM OF UNDERSTANDING

WESTERN RESEARCH AND DEVELOPMENT CTR., LTD. (hereinafter referred to as "Western"), appreciates the opportunity to be of assistance to **Victor Valley College** (hereinafter referred to as "College") in its efforts to develop a successful Title III and/or Title V individual and/or cooperative arrangement application. Western will provide consultation services to assist the College in establishing eligibility and developing an application for grant funding under either Title III or Title V of the Higher Education Act or for both programs as determined by the College.

The services of Western will also include — after funding — grant management assistance in establishing appropriate program and fiscal controls and internal monitoring and evaluation systems, as well as assistance in all required performance reporting during the term of the grant.

It is understood that during the development phase of the Title III and/or Title V proposal(s), Western will fund the expenses of its own personnel. It is likewise understood that if a grant is not obtained, the College will continue working with Western for at least four more annual or two biennial funding cycles (not to exceed four years) under the conditions cited herein. A funding cycle is a period in which one competition for a Title III or Title V grant occurs (respectively) and in which the College establishes eligibility and submits a complete proposal on or before the application deadline. Both Title III and Title V have the option of holding biennial competitions, i.e., grants are awarded annually but proposals are accepted and evaluated biennially (every two years). Future competitions could be annual or biennial in either program.

It is also agreed that should any Title III or Title V proposal be successful as a result of the joint efforts of Western and the College, the College will pay Western a fee equal to ten percent (10%) of the funds awarded by each grant award document during the term of the grant. While it is recognized that the fee due Western is related to the funding level of the grants, the College agrees to utilize only non-grant funds for the payment of Western's fee. Payment of Western's fee will be made in equal, quarter-annual installments, commencing with the date a grant begins (October 1).

In the event that the joint efforts of the College and Western are unsuccessful after five annual funding cycles or two biennial funding cycles (not to exceed five years), and unless this Memorandum is renewed by joint agreement, the College and Western are released from further obligations of one to the other; provided, however, that should the College, within a period of two annual funding cycles or one biennial cycle (not to exceed two years), elect to submit a Title III or Title V proposal



**Memorandum of Understanding
Western/College**

independent of Western which incorporates all of or part of proposals previously developed with the assistance of Western, the College agrees to notify Western prior to submitting such proposal. Upon receiving such notice, Western will have the option of granting a release for such use or receiving payment for those portions used (not to exceed \$10,000.00) based upon the agreement of Western and the College. If the College fails to notify Western or if no agreement is reached between Western and the College as to the amount to be paid to Western, and the College within said two annual funding cycles or one biennial cycle (not to exceed two years) uses all or any part of the proposals developed with the assistance of Western, then the College shall pay to Western \$10,000.00.

It is agreed that Western will serve only in a consultant or advisory capacity and that the College retains its decision making powers in both the preparation of the proposals and grant management.

It is agreed that Western shall not assert any claim against the College and the College shall not assert any claim against Western for any act, omission, or error by the other which results in the failure to obtain a grant or a reduction or termination of funding under a grant.

To signify agreement with the terms as set forth in this Memorandum, please sign both copies. Return one signed copy of this Memorandum to Western and retain one copy for your files.

WESTERN

By: Melanie Tang
Dr. Melanie Tang, President

Date: 12-15-03

COLLEGE

By: Patricia Spencer
Dr. Patricia Spencer, President

Date: 1/7/04

STUDENT SERVICES

APRIL 11, 2006

TOPIC: 2006-07 ACADEMIC CALENDAR

TO THE SUPERINTENDENT/PRESIDENT:

The 2006-2007 academic calendar is subject to negotiation per the collective bargaining agreement with the Faculty Association (CCA). The attached proposed calendar has not been finalized through the negotiation process. The 2006 component of the calendar is established by current contract language and mandated holidays are set by the Chancellor's Office (attached). Additionally, current contract language with CSEA already sets the beginning and ending dates for the summer four-day work week. Because the 2007 component of the calendar contains negotiable items, a statement to that effect will be included ("2007 subject to change pending negotiations between the District and CCA").

It is imperative to adopt a calendar so all planning and scheduling related to Summer and Fall 2006 can be finalized.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the 2006-07 academic calendar.

REFERENCE FOR AGENDA: YES

Signed: Wanda J. Feller
Vice President, Student Services

TRANSMITTED TO THE BOARD WITH A FAVORABLE RECOMMENDATION:

Signed: R. Spencer
Superintendent/President

ACTION TAKEN BY THE BOARD:

MOTION _____

SECOND _____

Ayes ____ Noes ____

INFORMATION ONLY

7

Victor Valley College 2006-2007 Academic Calendar

Summer 2006 four day work week begins week of
June 12, 2006 and ends August 11, 2006

JUNE 2006						
S	M	T	W	Th	F	S
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JULY 2006						
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30	31					
AUGUST 2006						
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SEPTEMBER 2006						
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Key

<table style="width: 100%; border-collapse: collapse;"> <tr><td style="width: 20px; height: 15px; background-color: #cccccc;"></td><td>First/Last Day of Term</td></tr> <tr><td style="width: 20px; height: 15px; background-color: #e0e0e0;"></td><td>Staff Development Day</td></tr> <tr><td style="width: 20px; height: 15px; background-color: #d3d3d3;"></td><td>Commencement</td></tr> </table>		First/Last Day of Term		Staff Development Day		Commencement	<table style="width: 100%; border-collapse: collapse;"> <tr><td style="width: 20px; height: 15px; background-color: #e0e0e0;"></td><td>Recess - College Open - No Classes</td></tr> <tr><td style="width: 20px; height: 15px; background-color: #d3d3d3;"></td><td>College Closed - No Classes</td></tr> <tr><td style="width: 20px; height: 15px; background-color: #cccccc;"></td><td>Holiday</td></tr> </table>		Recess - College Open - No Classes		College Closed - No Classes		Holiday
	First/Last Day of Term												
	Staff Development Day												
	Commencement												
	Recess - College Open - No Classes												
	College Closed - No Classes												
	Holiday												

- June 2006
- 19 Summer Session Begins
- July 2006
- 4 Independence Day Holiday
- 29 Six Week Summer Session Ends
- August 2006
- 12 Eight Week Summer Session Ends
- 28 Fall Semester Starts
- September 2006
- 4 Labor Day Holiday
- 15 Staff Development Day
- November 2006
- 10 Veteran's Day Holiday
- 23-24 Thanksgiving Holiday
- 25-26 No Classes - College Closed
- December 2006
- 16 Fall Semester Ends
- 22 Winter Holiday (Observance)
- 25 Christmas Holiday
- 26-28 Board Given Winter Holidays
- 29 New Year's Eve Holiday (Observance)
- January 2007
- 1 New Year's Day (Observance)
- 8 Winter Session Begins
- 15 Martin Luther King, Jr. Holiday
- February 2007
- 15 Winter Session Ends
- 16 Lincoln Day Holiday
- 17-18 No Classes - College Closed
- 19 Washington Day Holiday
- 26 Spring Semester Begins
- March 2007
- 16 Staff Development Day - No Classes
- April 2007
- 6 Spring Break Holiday
- 7-8 No Classes - College Closed
- 23-27 Spring Break - No Classes - College Open
- May 2007
- 28 Memorial Day Holiday
- June 2007
- 22 Commencement
- 23 Spring Semester Ends
- July 2007
- 2 Summer Session Begins
- 4 Independence Day Holiday
- August 2007
- 11 Six Week Summer Session Ends
- 25 Eight Week Summer Session Ends

JANUARY 2007						
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FEBRUARY 2007						
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APRIL 2007						
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MAY 2007						
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JUNE 2007						
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JULY 2007						
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AUGUST 2007						
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5	6	7	8	9	10	11

*2007 subject to change pending negotiations between the District and CCA.

Fiscal Year 2006-2007

July 4, 2006	(Tuesday)	Independence Day
September 4, 2006	(Monday)	Labor Day
November 10, 2006	(Friday)	Veterans Day (Observance)
November 23, 2006	(Thursday)	Thanksgiving
December 25, 2006	(Monday)	Christmas
January 1, 2007	(Monday)	New Year's Day
January 15, 2007	(Monday)	Martin Luther King, Jr. Day
February 9, 12, 13, or 16, 2007	(Friday, Monday, Tuesday, or Friday)	Lincoln Day
February 19, 2007	(Monday)	Washington Day
May 28, 2007	(Monday)	Memorial Day

Fiscal Year 2007-08

July 4, 2007	(Wednesday)	Independence Day
September 3, 2007	(Monday)	Labor Day
November 12, 2007	(Monday)	Veterans Day (Observance)
November 22, 2007	(Thursday)	Thanksgiving
December 25, 2007	(Tuesday)	Christmas
January 1, 2008	(Tuesday)	New Year's Day
January 21, 2008	(Monday)	Martin Luther King, Jr. Day
February 8, 11, 12, or 15, 2008	(Friday, Monday, Tuesday, or Friday)	Lincoln Day
February 18, 2008	(Monday)	Washington Day
May 26, 2008	(Monday)	Memorial Day

Fiscal Year 2008-09

July 4, 2008	(Friday)	Independence Day
September 1, 2008	(Monday)	Labor Day
November 10 or 11, 2008	(Monday or Tuesday)	Veterans Day
November 27, 2008	(Thursday)	Thanksgiving
December 25, 2008	(Thursday)	Christmas
January 1, 2009	(Thursday)	New Year's Day
January 19, 2009	(Monday)	Martin Luther King, Jr. Day
February 6, 12, or 13, 2009	(Friday, Thursday, or Friday)	Lincoln Day
February 16, 2009	(Monday)	Washington Day
May 25, 2009	(Monday)	Memorial Day

Action/Date Requested: Information

Contact: For holiday or calendar configuration questions, call Elias Regalado, Fiscal Services, at (916) 445-1165 or e-mail at eregalad@cccco.edu.

cc: District/College Chief Business Officer
 Chief Instructional Officer
 Dean of Admissions and Records, Registrar
 Chief Information System Officer
 Robert Turnage
 Elias Regalado

ADMINISTRATIVE SERVICES

APRIL 11, 2006

TOPIC: AGREEMENT – GOLDEN STATE LABOR COMPLIANCE, LLC

TO THE SUPERINTENDENT/PRESIDENT:

The district wishes to enter in an agreement with Golden State Labor Compliance to provide labor compliance services for the Speech / Drama Addition project.

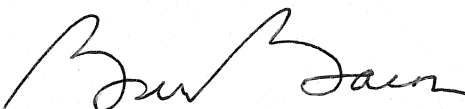
Assembly Bill 1506 and California Labor Code Section 1771.7 require districts using funding from the Kindergarten-University Public Education Facilities Bond Act of 2002 ("State Funding"), to initiate and enforce or contract with a Third Party Contract Administrator ("TPCA") to initiate and enforce a Labor Compliance Program ("LCP") for educational facility projects that receive State Funding commencing on or after April 1, 2003 ("State Funded Projects").

Fiscal Impact: Not to exceed \$47,000. Funds are 100% reimbursable from the state.

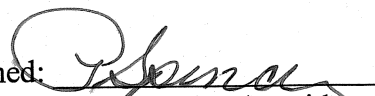
RECOMMENDATION:

It is recommended the Board of Trustees approve the agreement with Golden State Labor Compliance, LLC as submitted.

REFERENCE FOR AGENDA: YES

Signed: 
Vice President, Administrative Services

TRANSMITTED TO THE BOARD WITH A FAVORABLE RECOMMENDATION:

Signed: 
Superintendent/President

ACTION TAKEN BY THE BOARD:

MOTION _____

SECOND _____

Ayes ____ Noes ____

INFORMATION ONLY _____

**THIRD PARTY LABOR COMPLIANCE AGREEMENT
BETWEEN THE VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
AND
GOLDEN STATE LABOR COMPLIANCE, LLC
FOR
DESIGNATED STATE FUNDED EDUCATIONAL FACILITY PROJECTS**

This Third Party Labor Compliance Agreement ("Agreement") is made and effective as of this 11th day of April, 2006, by and between **Golden State Labor Compliance, LLC**, a California limited liability company ("GSLC") and the **Victor Valley Community College District** ("District"), with reference to the following facts:

A. Assembly Bill 1506, enacted in the 2002 Legislative Session, was approved by the Governor of the State of California on September 25, 2002, and codified California Labor Code Section 1771.7, which require school and community college districts that use funds from the Kindergarten-University Public Education Facilities Bond Act of 2002 ("State Funding"), to initiate and enforce, or contract with a Third Party Contract Administrator ("TPCA") to initiate and enforce, a Labor Compliance Program ("LCP") for educational facility projects that receive State Funding that will commence on or after April 1, 2003 ("State Funded Projects").

B. Upon execution of this Agreement, District will, by Board resolution, confirm the retention of GLSC as its Third Party Labor Compliance Representative (TPLCR) and the District's intent to operate under GLSC's approved Third Party Labor Compliance Program. Upon approval of that resolution and notification of the Department of Industrial Relations as required by Section 1771.7., the District will be fully compliant with the requirements of AB 1506.

C. GSLC represents that it possesses the necessary personnel, professional qualifications, expertise and financial capability to provide the herein described Third Party Labor Compliance Services.

D. The District desires to engage GSLC to assist it in implementing and enforcing an approved Labor Compliance Program in connection with its State Funded Projects as designated by the District from time to time and GSLC desires to perform such services, upon the terms and conditions set forth below. The District reserves the right to use other sources of such services for these purposes on other State Funded Projects.

NOW, THEREFORE, in consideration of the foregoing recitals, which recitals are incorporated herein by this reference, and the provisions hereinafter stated, District and GSLC agree as follows:

1. Third Party Labor Compliance Services ("TPLCS"). GSLC shall perform the TPLCS described in Exhibit A, attached hereto and incorporated herein by reference. GSLC shall furnish and pay for all labor, materials, supplies, supervision, equipment and other facilities of every kind and nature necessary for the timely and efficient performance of such services. GSLC agrees that the services shall at all times conform to the requirements of all governmental agencies having jurisdiction over any State Funded Project designated by District.

2. Compensation. District shall pay GSLC for TPLCS rendered as follows:

2.1 District shall pay GSLC Stipulated Lump Sum Fees for the Program and for each Project on which the LCP is enforced as provided for within Exhibit "B".

2.2 Reimbursable Expenses. Unless specifically provided for in Exhibit A, Consultant acknowledges that its compensation shall be determined in accordance with Section 2.1 of this Agreement and Consultant shall not be reimbursed for expenses incurred.

2.3 Total Construction Costs. "Total Construction Costs" means any and all costs incurred by the District with respect to the construction, as the case may be, of the Project, whether paid or incurred prior to or after the date hereof, including, without limitation, costs for site preparation, the removal or demolition of existing structures, the construction of the Project and related facilities and improvements, and all other work in connection therewith. The term Total Construction Costs includes inspection, testing and trade permit costs. The term Total Construction Costs excludes fees incurred and paid by the District for TPLCS, for architectural, design and professional services, CM services and any costs of site acquisition.

The "Total Construction Costs" value, at the outset of any project, shall be established as that amount allocated and approved, by the Board, to pay for such costs. In the event that actual Total Construction Costs, as evidenced by accepted bid(s) for the work and/or actual amounts paid for the work, vary more than 10% from the value initially established based on estimated and approved costs, the basis of calculation of GSLC's compensation under Exhibit "B" shall be adjusted to reflect actual Total Construction Costs and GSLC's compensation shall be adjusted accordingly.

3. Application for Payments.

3.1 Progress Payments. GSLC shall submit to District not more frequently than monthly, an Application for Payment in the form of "C", attached hereto and incorporated herein by reference ("Application for Payment"). The Schedule of Progress Payments shall be as provided for within Exhibit B. Provided an Application for Payment with proper support documentation is received prior to the 10th day of a month and if in District's opinion, the services described in the Application for Payment have been properly performed, District shall pay the amount no later than the 10th day of the calendar month following the calendar month in which the Application for Payment was received. Notwithstanding anything to the contrary set forth in this Agreement or in any Application for Payment, in no event shall District be required to make any payment for any service which exceeds the percentage of which such service has been completed.

3.2 Final Payment. GSLC shall deliver to District prior to receiving final payment for the performance of services hereunder, copies of any and all investigations, data, reports relating to GSLC's services and other reports required by the LCP, the Department of Industrial Relations or the Chancellor's Office.

4. Not Used

5. Not Used.

6. Duties and Obligations of District. GSLC, pursuant to its approved LCP, has a duty to the Director of the Department of Industrial Relations to enforce the Labor Code public works requirements (Chapter 1 of part 7 of Division 2 and Division 3 of the Labor Code) and the procedural regulations of the Department of Industrial Relations in a manner consistent with the practices of Title 8, California Code Regulations, Section 16000, et seq. In performance of its TPLCS, GSLC will make written recommendations to the District regarding (i) contractor or subcontractor failure to employ registered apprentices, (ii) withholding of contractor payments when payroll records are delinquent or inadequate, (iii) withholding of contractor payments for contractor failure to pay per diem prevailing wages, (iv) forfeiture of contractor payments, and (v) notification to contractor sureties regarding (i-iv) herein. District hereby agrees to indemnify, defend and hold GSLC harmless from District's failure to comply with its duties and obligations described herein and its failure to comply with GSLC written recommendations in connection therewith, unless said recommendations are contrary to law.

7. Indemnity. GSLC agrees to indemnify, hold harmless and defend the District, its officers, and employees from any and all claims, demands, costs or liability arising from or connected with the TPLCS provided hereunder, due to negligent acts, errors or omissions or willful misconduct of GSLC in connection with the enforcement or failure to enforce the LCP or the labor laws of the State of California. Notwithstanding the foregoing, GSLC shall not be responsible to the District nor shall GSLC reimburse the District for delay claims by contractors or subcontractors arising out of GSLC's and the District's proper enforcement of labor law requirements.

8. Insurance. The Construction Manager shall obtain, and shall require its sub-consultants to obtain, insurance of the types and in the amounts described below which shall be satisfactory to the District, including naming the District as an additional insured.

8.1 Commercial General Liability Insurance. GSLC shall maintain occurrence version commercial general liability insurance, or an equivalent form, with a combined single limit of not less than \$1,000,000.00 per occurrence, and a general aggregate limit of \$2,000,000.00. Such insurance shall:

8.1.1 Include the District, its officials, officers and employees as additional insured with respect to performance of TPLCS and shall contain no special limitations on the scope of coverage or the protection afforded to these additional insured;

8.1.2 Be primary with respect to any insurance or self-insurance programs covering the District, its officials, officers, employees, agents, and consultants; and

8.1.3 Contain standard separation of insured provisions.

8.2 Business Automobile Liability Insurance. GSLC shall maintain business automobile liability insurance or equivalent form with a combined single limit of not less than \$1,000,000.00 per occurrence, and \$2,000,000.00 general aggregate limit. Such insurance shall include coverage for owned, hired and non-owned automobiles.

8.3 Workers' Compensation Insurance. GSLC shall maintain workers' compensation insurance with statutory limits and employers' liability insurance with limits of not less than \$1,000,000.00 each accident.

8.4 Certificates of Insurance/Endorsements. GSLC shall, prior to commencement of TPLCS, furnish the District with properly executed certificates of insurance and endorsements which clearly evidence all insurance required under this Agreement and provide that such insurance shall not be canceled, allowed to expire or be materially reduced in coverage, except on thirty (30) days prior written notice to the District. In addition, GSLC shall allow the District to view, at any reasonable time upon three (3) business day's notice, full copies of any policy required hereunder. GSLC shall make such policies available at the offices of the District. The District shall have the sole discretion to determine whether the certificates and endorsements presented comply with the provisions of this Agreement.

8.5 Coverage Maintenance. GSLC shall replace certificates, policies and endorsements for any insurance expiring prior to completion of TPLCS under this Agreement. Further, GSLC shall maintain such insurance from the time TPLCS commence until TPLCS are completed, except as otherwise provided by this Agreement.

8.6 Licensed Insurer. GSLC shall place all such insurance requirements contained herein with insurers having A.M. Best Company ratings of no less than A, and licensed to do business in California, unless otherwise approved, in writing, by the District's Representative.

9. Status of GSLC. GSLC is an independent contractor and not an employee, agent or representative of the District. Personnel performing the TPLCS under this Agreement on behalf of GSLC shall at all times be under GSLC's exclusive direction and control. GSLC shall pay all wages, salaries and other amounts due such personnel in connection with their performance of TPLCS and as required by law. GSLC shall be responsible for all reports and obligations respecting such personnel, including but not limited to, social security taxes, income tax withholdings, unemployment insurance, and workers' compensation insurance.

10. Prevailing Wages. GSLC is advised of the requirements of California Labor Code Sections 1770, *et seq.*, which would require the payment of prevailing wages, if the TPLCS or any portion thereof are determined to be a public work, as defined, by California Labor Code Section 1720, *et seq.* GSLC shall defend, indemnify, and hold harmless the District, its officers, employees, consultants, and agents from any claim or liability, including without limitation attorneys' fees, arising from any failure or alleged failure of GSLC to comply with California Labor Code Sections 1770, *et seq.*

11. Assignment or Transfer. All Services to be furnished under this Agreement shall be deemed professional services. As such, GSLC shall have neither the right nor the power to assign, sublet, transfer or otherwise substitute its interest in or obligations under this Agreement without the prior written consent of the District.

12. Subcontracting. GSLC shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this Agreement shall be subcontracted without written authorization by the District.

13. Copies of Materials. The District shall have the right to obtain for its records copies of all materials which may be prepared by GSLC under this Agreement, at District expense, and District shall pay to GSLC the reasonable copying costs. The District shall not be limited in any way in their use of such materials at any time, provided that any such use not within the purposes intended by this Agreement shall be at the District's sole risk and provided that GSLC shall be indemnified by the District against any damages resulting from or arising out of such use, including the release of such material to third parties for any use not intended by this Agreement.

14. Governing Law. This Agreement shall be governed by and construed with the laws of the State of California.

15. Attorneys' Fees. If either party commences an action against the other party arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover reasonable attorneys' fees and costs of suit from the losing party.

16. Mediation. All claims, disputes and other matters in question between the Parties to this Agreement, arising out of or relating to this Agreement or the breach thereof, shall be referred to mediation according to the rules of the American Arbitration Association. Notice of request for mediation shall be filed in writing with the other party to this Agreement. The request shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the request for mediation be made after the date when institution of legal or equitable proceeding based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

17. Headings. Section headings, paragraph captions or marginal headings contained in this Agreement are for convenience only and shall have no effect in the construction or interpretation of any provision herein.

18. Notification. All notices hereunder and communications regarding interpretation of the terms of the Agreement or changes thereto shall be provided by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

District: Victor Valley Community College District
17422 Bear Valley Road
Victorville, CA 92395-4850
Attn: Stephen R. Garcia
Director; Facilities, Construction and Contracts

GSLC: Golden State Labor Compliance, LLC
38733 9th Street East
Palmdale, CA 93550
Attn: Terry Zinger, President

Any notice so given shall be considered served on the other party three (3) days after deposit in the U.S. mail, first class postage prepaid, return receipt requested, and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

19. Conflicting Provisions. In the event that provisions of any attached exhibits conflict in any way with the provisions set forth in this Agreement, the language, terms and conditions contained in this Agreement shall control the actions and obligations of the Parties and the interpretation of the Parties' understanding concerning the performance of the TPLCS.

20. Contract Amendment. In the event that the parties determine that the TPLCS or other provisions of this Agreement must be altered, the Parties may execute a contract amendment to delete or add TPLCS or to amend any other provision of this Agreement. All such contract amendments must be in the form of a written instrument signed by the original signatories to this Agreement, or their successors or designees.

21. Entire Agreement. This Agreement, and counterparts, as provided for hereinafter, constitutes the entire agreement between the Parties relating to the subject matter hereof and supersedes any previous agreements or understandings.

22. Validity of Agreement. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

23. Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

24. Incorporation of Recitals and Exhibits. All recitals set forth hereinabove and exhibits attached hereto are hereby incorporated into and made a part of this Agreement.

25. Termination. Either Party may terminate this Agreement with thirty (30) days prior written notice. In such event, GSLC shall be compensated for all TPLCS rendered through the effective date of such termination as provided for in this Agreement.

The Parties, through their authorized representatives, have executed this Agreement on the date first set forth above.

GSLC:

Golden State
Labor Compliance, LLC

DISTRICT:

Victor Valley
Community College District

By: Terry M. Zinger
Its: President

38733 9th Street East
Palmdale, CA 93550

By: _____
Its: _____

18422 Bear Valley Road
Victorville, CA 92395-4850

EXHIBIT A

BASIC AND ADDITIONAL SERVICES

I. BASIC SERVICES

A. Program Certification Services

Golden State Labor Compliance, LLC (GSLC) will register each client district with the California Department of Industrial Relations as having adopted GSLC's approved Labor Compliance Program (LCP). Upon receipt, by DIR, of that registration, the client district will be compliant with Assembly Bill (AB) 1506, Chapter 868, Statutes of 2002 for the purpose of obtaining fund release pursuant to any State bond program requiring a labor compliance program under that statute.

B. LCP Start-up Services (Occurs once, at the initiation of services to each District)

GSLC shall:

1. Conduct an initial briefing and workshop for and with District personnel, architects and any Program/Project/Construction Managers then employed by the District who are or may be regularly engaged, on behalf of the District, in the control, administration or management of new construction or modernization activities that are subject to potential funding under the State School Facilities Program. Presentation and discussion will include, but is not necessarily limited to:
 - (a) Public works subject to Prevailing Wage Laws.
 - (b) Types of contracts to which Prevailing Wage Requirements apply.
 - (c) Limited exemptions from requirement to pay Prevailing Wage.
 - (d) Applicable dates for enforcement of LCP requirements.
 - (e) Overview of the Labor Compliance Program and its requirements.
 - (f) Duties and responsibilities of the District, the LCP, Program/Project/Construction Managers, general contractors, prime trade contractors and subcontractors.
 - (g) Enforcement, withholding and forfeiture. Rights and procedures.
 - (h) Investigative rights and responsibilities.
 - (i) Forms and procedures specific to the LCP.
2. Provide, to all parties attending the briefing/workshop identified in Item B.1, above, a permanent reference package covering all subjects discussed at the briefing/workshop and a complete copy of the LCP Manual.
3. Conduct one briefing/conference (same day as District personnel briefing) with District Administrators and Counsel to discuss legal and policy issues specific to implementing the LCP.
4. Draft and publish any modifications to GSLC's standard procedures that may be required to accommodate specific District requirements. (Any modifications to GSLC's standard policies and procedures are subject to DIR approval.)
5. Provide recommended language for the use of the District for:
 - (a) Advertisements for Bid
 - (b) Bid Instructions
 - (c) General and Special Conditions of the Contract

C. Project Initiation Services

For the purposes of this Proposal, "Project" is defined as being any body of construction services intended to be advertised, bid, awarded and constructed pursuant to a single bid process. In the case of Multiple-Prime project delivery, this means a single advertised set of bids or, in the case of a split bid process, not more than two sets of bids for the same project.

For each Project undertaken by the District that is subject to the Labor Compliance Program, GSLC shall:

D. Pre-Bid Activities

1. Provide three (3) copies (1 for the District; 1 for the Program/Project/Construction Manager; 1 for jobsite posting) of the Prevailing Wage Determinations applicable to the specific Project, based on the date of first advertising for bids.
2. Receive from the District, record and retain a copy of the first advertisement for bids for the Project.
3. Investigate and record the District's progress payment procedures as identified within the Construction Documents, for the purpose of adjusting Certified Payroll Report (CPR) procedures to the requirements of the specific project.
4. Provide the District (or its authorized representative) with all forms required for bid and post-bid document collection from the bidders.
5. In the event that the District conducts a Pre-bid Conference for the Project, provide one (1), 30-minute segment, as part of that conference, familiarizing prospective bidders with the LCP, its requirements and the duties and responsibilities of all bidders with respect to the LCP.
6. Review the District's Project Manual, prior to bid, for proper inclusion of LCP requirements and documentation. (Project Manual to be sent, postage pre-paid, to GSLC's headquarters offices.

E. Post-Bid / Pre-NTP Activities

1. Provide the General Contractor or District's Program/Project/Construction Manager with appropriate jobsite posting materials, as required by the LCP, pursuant to law.
2. Conduct, as part of a mandatory Pre-Construction Conference with the prime contractor(s) and listed subcontractors having been awarded contracts, a one (1) hour briefing with questions and answers, covering all required aspects of the LCP.
3. Receive and record required company data on all prime contractor(s) and listed subcontractors having been awarded contracts.
4. Receive and record "Fringe Benefits Statements" from all prime contractor(s) and listed subcontractors having been awarded contracts.
5. Provide Form DAS 140, "Public Works Contract Award Information", to all prime contractor(s) and listed subcontractors having been awarded contracts, to facilitate the proper filing of such forms with the appropriate Apprenticeship Committees.
6. Distribute Pre-Construction Checklist of Labor Law Requirements to all prime contractor(s) and listed subcontractors having been awarded contracts, requiring that each sign and submit the checklist, acknowledging receipt and understanding of materials describing LCP requirements and their obligations under Labor Law. Collect and secure, within the permanent Project files, all signed checklists.

F. Post-NTP Services

1. Receive and record LCP Weekly Superintendent's Reports (GS Form 21).
2. Receive, from the District or its Program/Project/Construction Manager, on a monthly basis, Certified Payroll Reports (CPRs) for all contractors or subcontractors of every tier who are required to submit such reports. Verify receipt of all required CPRs and report clearance for progress payment to all contractors or subcontractors who's CPRs comply with basic submittal requirements.
3. Issue and track "Requests for Certified Payroll Records" (GS Form 06) for any contractors or subcontractors for which complete CPRs were required but have not been received or have been found to be incomplete.
4. Notify the District and its Program/Project/Construction Manager (if any), and the General Contractor if the deficiency involves a subcontractor, any contractor or subcontractor who fails to properly render or correct any missing or incomplete CPRs following a request by the LCP. Such failure is grounds for withholding contract payments until resolution of the deficiency is achieved.
5. Review all CPRs submitted for payment of the proper prevailing per-diem wage rate for the listed classification, to include payment of the proper prevailing per-diem wage rate for overtime and/or holidays.
6. Conduct regular, random audits of Certified Payroll Reports for proper worker classification as well s proper classification and use of registered apprentices.
7. Conduct regular, random field inspections (not less than one per month), at the jobsite, for the purpose of:
 - (a) Confirming proper jobsite postings as required by the LCP.
 - (b) Conducting random interviews of workers on the jobsite to confirm Labor Law compliance and worker awareness of their rights under such law.
 - (c) Consulting with the jobsite Superintendent regarding any questions, issues or concerns within the scope of the LCP.

G. On an As-Needed Basis:

1. GSLC will take cognizance of any apparent violation of Labor Law that is within the purview of the Labor Compliance Program and will fully investigate and seek resolution of any apparent violations through administrative procedures. Any reported violation or substantive complaint received will always be treated as a potential violation.
2. Upon taking cognizance of an apparent violation, GSLC, to the degree necessary to resolve the issue, will:
3. Assign a case number and a qualified investigator to investigate the circumstances, extent and apparent cause of any apparent violation.
4. Request additional Payroll Records, as required, to establish the circumstances, extent and apparent cause of any apparent violation.
5. Audit all Payroll Records pertinent to the case to establish the facts pertaining to an apparent violation.
6. Request, from various State agencies, copies of all records that would be required to file a case with the Department of Industrial Relations.
7. Notify the contractor or subcontractor who may have committed a violation of the LCP's initial findings, offering the opportunity to explain any apparent discrepancies and to provide additional records in support of its position.

8. Notice and conduct an informal interview with the contractor or subcontractor who may have committed a violation for the purpose of reviewing evidence and allowing the contractor or subcontractor the opportunity to prove that a violation has not taken place or was inadvertent.
9. Provide notice to the District, the General Contractor and the Program/Project/Construction Manager (as appropriate) of all investigations initiated and all informal conferences scheduled to be conducted.
10. In the event that the investigation and informal conference procedures fail to resolve an apparent violation, prepare, for submission, an appropriate case file and application for DIR review. Preparation of the case file will include calculation of the apparent amount of underpayment and penalty applicable to the violation.
11. Provide notice, to the District, the apparent violating contractor and, if applicable, the general contractor, of the LCP's intent to submit a case to the Labor Commissioner for adjudication and potential forfeiture. The notice will include the total calculated amount of underpayment plus penalty, which amount may be withheld by any higher tier contractor and by the District, pending a finding by the Labor Commissioner.

H. Other Basic Services

GSLC will:

1. Provide general administration and management of the Labor Compliance Program
2. Provide unlimited phone consultation or, if scheduled to be on-site for other purposes, in-person consultation with the District on any matters pertaining to the LCP.
3. Provide secure storage of all received payroll records for a Project throughout the course of that Project and for three calendar years from completion of the Project.
4. Produce, once a year, within sixty (60) days after the close of GSLC's fiscal year, or at such time as a request for an extension of initial approval is submitted, whichever comes first, an Annual Report on the operation of the District's LCP. This report will be submitted to the Director of the Department of Industrial Relations and to the District Superintendent and School Board. Pursuant to CCR 16431, the Annual Report shall contain, at the minimum, the following information:
 - a. Number of construction contracts subject to the LCP which were awarded, and their total value;
 - b. The number, description, and total value of construction contracts which were exempt from the requirement of payment of prevailing wages pursuant to Labor Code Section 1771.5a);
 - c. A summary of wages due to workers resulting from failure by contractor to pay prevailing wage rates, the total amount withheld from money due to the contractor, and the total amount recovered by action in any court of competent jurisdiction;
 - d. An LCP whose contract responsibilities are statewide, or which involves widely dispersed and numerous contracts, or which is required to report contract enforcement to federal authorities in a federal format, may adopt a summary reporting format to aggregate small contracts and estimate numbers and dollar values required by 1 and 2. A summary reporting format may be adopted by agreement with the Director after advance notice to interested parties, and a list of parties requesting such notice shall be kept by the Director. GSLC has adopted such a format.

II. ADDITIONAL SERVICES

The following additional services will be provided only upon written authorization of the District. Compensation for Additional Services shall be at the hourly rates identified in Attachment B.

- A. Any services or costs not reasonably related to the implementation and enforcement of a labor compliance program.

ADMINISTRATIVE SERVICES

APRIL 11, 2006

TOPIC: DONATIONS

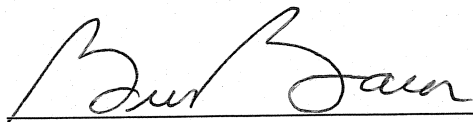
TO THE SUPERINTENDENT/PRESIDENT:

The Victor Valley College Foundation has made expenditures from cash donations to specific funds and scholarships as listed for the period February 1, 2006 through February 28, 2006, for Victor Valley College (\$13,669.65 in-kind cash donations, \$29,522.91 in scholarships) for a total donation amount of \$43,192.56.

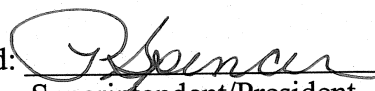
RECOMMENDATION:

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

REFERENCE FOR AGENDA: YES

Signed: 
Vice President, Administrative Services

TRANSMITTED TO THE BOARD WITH A FAVORABLE RECOMMENDATION:

Signed: 
Superintendent/President

ACTION TAKEN BY THE BOARD:

MOTION _____

SECOND _____

INFORMATION ONLY _____

**VVC FOUNDATION SUPPORT TO VVC
Expenditures Made From Cash Donations
February, 2006**

Project Description	Post Date	Trans. Amount	Account Description	Reference
Agriculture (U.S. Borax Inc.)	02/07/06	\$367.81	Hospitality	Reimb expenses for Agriculture Reveg. Workshop
Agriculture (U.S. Borax Inc.)	02/07/06	\$167.29	Office Expense	Reimb expenses for Agriculture Reveg. Workshop
Agriculture (U.S. Borax Inc.)	02/07/06	\$172.80	Equipment / Supplies	Reimb expenses for Agriculture Reveg. Workshop
Agriculture (U.S. Borax Inc.)	02/07/06	\$27.94	Hospitality	Reimb exp. for Revegetation Workshop
Agriculture (U.S. Borax Inc.)	02/07/06	\$12.92	Office Expense	Reimb exp. for Revegetation Workshop
Agriculture Total:		\$748.76		
Friends of the Library	02/07/06	\$13.50	Printing	Printing charges May 2005
Friends of the Library	02/21/06	\$46.00	Printing	Fr. of the Library Printing Charges Oct. & Dec. 05'
Friends of the Library Total:		\$59.50		
Golf Team	02/21/06	\$2,000.00	Admission / Entry Fees	Men's Golf Tourny Fees of 01/30/06
Golf Team	02/07/06	\$2,000.00	Admission / Entry Fees	Golf Team Entry Fees
Women's Basketball	02/21/06	\$32.31	Awards & Recognition	Reimb frames for sophomore night
Women's Basketball	02/21/06	\$91.58	Awards & Recognition	Reimb flowers for Sophomore night
Athletics Total:		\$4,123.89		
President's Fund	02/09/06	\$1,000.00	Awards & Recognition	Donation Fr. Daily Press for Celebration Around the World
President's Fund Total:		\$1,000.00		Transfer to VVC Aux. Leadership Fund
Student Experience Fund	02/10/06	\$2,500.00	Travel	Theatre Arts Trip to KCATF
Student Experience Fund Total:		\$2,500.00		
The California Wellness Foundation	02/09/06	\$1,937.50	Grants Awarded	Grant Admin 01/23 - 02/07/06
The California Wellness Foundation	02/21/06	\$2,800.00	Grants Awarded	Grant Admin 02/08 - 02/21/06
TCWF Grant Total:		\$4,737.50		
Theatre Arts Dept.	02/10/06	\$500.00	Travel	Theatre Arts Trip to KCATF
Theatre Arts Dept. Total:		\$500.00		
PREPAID-The Willmas Charitable Trust	02/07/06	\$4,500.00	Scholarships	Scholarships from Willmas Charitable Trust
General Scholarship Clearing Fund	02/07/06	\$12,092.67	Scholarships	Scholarships Thru 01/31/06
General Scholarship Clearing Fund	02/21/06	\$11,027.10	Scholarships	Scholarships Thru 022006
Scholarships Returned from VVC Fund	02/21/06	\$1,709.14	Scholarships	Scholarships Thru 022006
Scholarship Transition Fund (03' & Prior)	02/21/06	\$194.00	Scholarships	Scholarships Thru 022006
Scholarships Total:		\$29,522.91		
GRAND TOTAL:		\$43,192.56		

ADMINISTRATIVE SERVICES

APRIL 11, 2006

TOPIC: AGREEMENTS – WATER RIGHTS PURCHASES

TO THE SUPERINTENDENT/PRESIDENT:

As the district has grown, our annual allotted water supply has proved inadequate to meet our needs. For over ten years, the district has purchased unused annual water rights to meet this need, using the services of The Bradco Company, a broker who identifies available water commodities for purchase directly from the owner. The district wishes to pay the following entities for their unused carryover rights for water to cover our usage for 05-06. These purchases are made at a cost well below the commercial rates we would pay the County Water Master. The long term solution to this problem would be to purchase additional perpetual water rights.


Caesar Wackeen - \$110.00 per Acre Foot x 30 AF =	3,300
Kemper-Campbell Ranch - \$105.00 per Acre Foot x 240 AF =	25,200
Denny Wyatt - \$105.00 per Acre Foot x 56 AF =	5,880
Jennifer Brown - \$105.00 per Acre Foot x 31 AF =	3,255
Philip Dowse - \$105.00 per Acre Foot x 15 AF =	1,575
Bradco Companies Fee - \$5.00 x Total Acre Feet: Total \$5 x 372 AF =	1,860
TOTAL	<u>41,070</u>

Fiscal Impact: \$41,070 – Budgeted Item

RECOMMENDATION:

It is recommended the Board of Trustees approve the agreements to purchase unused water rights as listed.

REFERENCE FOR AGENDA: YES

Signed: 
Vice President, Administrative Services

TRANSMITTED TO THE BOARD WITH A FAVORABLE RECOMMENDATION:

Signed: 
Superintendent/President

ACTION TAKEN BY THE BOARD:

MOTION _____

SECOND _____

Ayes ____ Noes ____

INFORMATION ONLY _____

March 20, 2006

Invoice

Invoice for temporary transfer of water right, water years 2004-2005.
"Victor Valley Community College To Caesar Wackeen"

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

Regarding the "Request for Assignment of Carryover Right in Lieu of Payment of Replacement Water Assessments" for the unused temporary Free Production Allowance (FPA) of 30 acre feet (AF) for the 2004-2005 water year, for a price of \$110.00 per (AF) and a broker commission fee of \$5.00 per (AF) in the ALTO SUBAREA:

Caesar Wackeen
16902 Smithson Road
Helendale, CA 92342

Total "Purchase Price": **\$3,450.00**

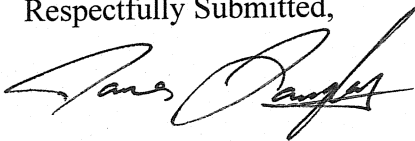
Upon receipt of the Certified Copy of approval by the Watermaster scheduled to occur in May 2006, and payment in full from the above mentioned buyer, per the "Request of Assignment of Carryover Right in Lieu of Payment of Replacement Water Assessments" dated April 11, 2006, please mail in the self-addressed stamped return envelope provided your checks made payable to:

Caesar Wackeen in the amount of: **\$3,300.00**

AND

Joseph W. Brady Inc., dba The Bradco Companies in the amount of: **\$150.00**

Respectfully Submitted,



James Langley
The Bradco Companies
(760) 951-5111 ext 109

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AUTHORIZATION AND RIGHT TO LEASE AGREEMENT

Monday, March 20, 2006

This is intended to be a legally binding agreement between: Victor Valley Community College; herein referred as; (**LESSEE**) and Joseph W. Brady, Inc., d.b.a. The Bradco Companies, herein referred as; (**BROKER**).

Start Date: March 20, 2006

End Date: May 31, 2006

To lease a total of 30 acre feet (AF) of WY 2004-2005 temporary unused free production carryover allowance (FPA) "water right" appurtenant property owned by Caesar Wackeen (**LESSOR**) in the Victorville area of San Bernardino County, 92392, referred as Subject Property (SP) in the ALTO SUBAREA. Victor Valley Community College (**LESSEE**) agrees to lease the unused (FPA) from Caesar Wackeen in agreement to the following terms.

WATER RIGHT in ACRE FEET (AF): 30 (AF) TOTAL.

The unused (FPA) "Carryover Right" is the adjudicated Water Rights as per Mojave Basin Watermaster (City of Adelanto, et al, Case No. 208568—Riverside County Superior Court). The "Request for Assignment of Carryover Right in Lieu of Payment of Replacement Water Assessment" paperwork for said transfer will be provided by the (**BROKER**).

NEW STRUCTURE: The transferee/lessee will be paying the \$5.00 service fee/commission

CONTRACT PRICE: \$115.00 PER AF

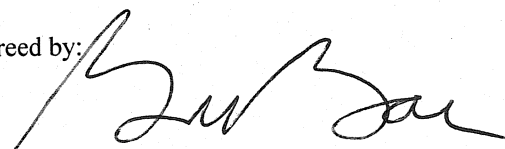
NET PRICE: \$110.00 PER AF (reflected in the Watermaster paperwork)

SERVICE FEE: \$5.00 PER AF PRICE (PAID BY THE TRANSFEREE)

SALES PRICE: \$3,300.00 and/or \$110.00 per (AF).

COMMISSIONS: \$5.00 PER AF LEASED and/or \$150.00 TOTAL payable to Joseph W. Brady, Inc., dba The Bradco Companies and is paid as an additional cost to the buyer. Both checks will be sent to The Bradco Companies and will be hand delivered to the seller upon the approval of the Board of the Mojave Basin Watermaster (MWA) and the successful transfer to the buyer.

Agreed by:


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

DATE

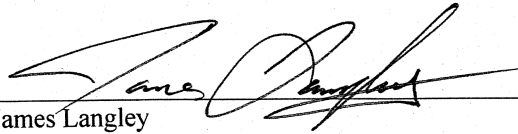
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Individual Member

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James Langley
The Bradco Companies
P.O. Box 2710
Victorville, CA 92393
(760) 951-5111 x 109

3-20-06
DATE

BROKER'S initials

DATE

**REQUEST FOR ASSIGNMENT OF CARRYOVER RIGHT
IN LIEU OF PAYMENT OF REPLACEMENT WATER ASSESSMENTS**

WATER YEAR ENDING SEPTEMBER 30, 2005.

To be executed by both Transferee and Transferor and, if separately requested by Watermaster, be accompanied by a map of the service area where the water was used by Transferor and a map of the service area where the water is intended to be used by the Transferee.

A TRUE COPY HEREOF MUST BE FILED WITH WATERMASTER NOT LATER THAN 30 DAYS PRIOR TO THE REGULARLY SCHEDULED WATERMASTER MEETING IN MAY.

(To be accompanied by completed Exhibit "F" if Transferee is not a party to the Judgment)

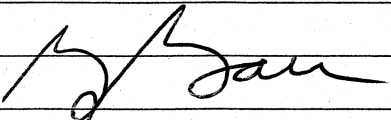
For a valuable consideration, in the amount of \$ 110.00 per acre-foot receipt of which is hereby acknowledged, Caesar Wackeen ("Transferor") does hereby assign and transfer to Victor Valley Community College ("Transferee") Carryover Right of 30 acre-feet in Alto Subarea.

Said assignment is made upon condition that Transferee shall apply said Carryover Right to the Transferee's Replacement Water Obligation due July 1, 2006, and shown on Appendix B of the Annual Watermaster Report filed with the Riverside Superior Court.

DATED: _____

TRANSFEEEE

Victor Valley Community College



(Signature)

Name of Designee of Transferee to receive service of Processes & Notices:
Victor Valley Community College

18422 Bear Valley Road

Victorville, CA 92392

Address

Telephone No. of Designee: (760) 245-4271

Notes:

TRANSFEROR

Caesar Wackeen

(Signature)

Name of Designee of Transferor to receive service of Processes & Notices:
Caesar Wackeen

16902 Smithson Road

Helendale, CA 92342

Address

Telephone No. of Designee: _____

Exhibit "I"

I-1

Page 1

March 20, 2006

Invoice

Invoice for temporary transfer of water right, water years 2004-2005.
"Victor Valley Community College To Kemper Campbell Ranch"

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

Regarding the "Request for Assignment of Carryover Right in Lieu of Payment of Replacement Water Assessments" for the unused temporary Free Production Allowance (FPA) of 240 acre feet (AF) for the 2004-2005 water year, for a price of \$105.00 per (AF) and a broker commission fee of \$5.00 per (AF) in the ALTO SUBAREA:

Jean Campbell De Blasis
Kemper-Campbell Ranch
Victorville, CA 92392

Total "Purchase Price": **\$26,400.00**

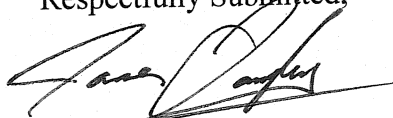
Upon receipt of the Certified Copy of approval by the Watermaster scheduled to occur in May 2006, and payment in full from the above mentioned buyer, per the "Request of Assignment of Carryover Right in Lieu of Payment of Replacement Water Assessments" dated April 11, 2006, please mail in the self-addressed stamped return envelope provided your checks made payable to:

Jean Campbell De Blasis in the amount of: **\$25,200.00**

AND

Joseph W. Brady Inc., dba The Bradco Companies in the amount of: **\$1,200.00**

Respectfully Submitted,



James Langley
The Bradco Companies
(760) 951-5111 ext 109

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Individual Member



AUTHORIZATION AND RIGHT TO LEASE AGREEMENT

Monday, March 20, 2006

This is intended to be a legally binding agreement between: Victor Valley Community College; herein referred as; **(LESSEE)** and Joseph W. Brady, Inc., d.b.a. The Bradco Companies, herein referred as; **(BROKER)**.

Start Date: March 20, 2006

End Date: May 31, 2006

To lease a total of 240 acre feet (AF) of WY 2004-2005 temporary unused free production carryover allowance (FPA) "water right" appurtenant property owned by Kemper Campbell Ranch **(LESSOR)** in the Victorville area of San Bernardino County, 92392, referred as Subject Property (SP) in the ALTO SUBAREA. Victor Valley Community College **(LESSEE)** agrees to lease the unused (FPA) from Kemper Campbell Ranch in agreement to the following terms.

WATER RIGHT in ACRE FEET (AF): 240 (AF) TOTAL.

The unused (FPA) "Carryover Right" is the adjudicated Water Rights as per Mojave Basin Watermaster (City of Adelanto, et al, Case No. 208568—Riverside County Superior Court). The "Request for Assignment of Carryover Right in Lieu of Payment of Replacement Water Assessment" paperwork for said transfer will be provided by the **(BROKER)**.

NEW STRUCTURE: *The transferee/lessee will be paying the \$5.00 service fee/commission*

CONTRACT PRICE: \$110.00 PER AF


NET PRICE: \$105.00 PER AF (reflected in the Watermaster paperwork)

SERVICE FEE: \$5.00 PER AF PRICE (PAID BY THE TRANSFEREE)

SALES PRICE: \$25,200.00 and/or \$105.00 per (AF).

COMMISSIONS: \$5.00 PER AF LEASED and/or \$1,200.00 TOTAL payable to Joseph W. Brady, Inc., dba The Bradco Companies and is paid as an additional cost to the buyer. Both checks will be sent to The Bradco Companies and will be hand delivered to the seller upon the approval of the Board of the Mojave Basin Watermaster (MWA) and the successful transfer to the buyer.

Agreed by:



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

DATE

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**REQUEST FOR ASSIGNMENT OF CARRYOVER RIGHT
IN LIEU OF PAYMENT OF REPLACEMENT WATER ASSESSMENTS**

WATER YEAR ENDING SEPTEMBER 30, 2005.

To be executed by both Transferee and Transferor and, if separately requested by Watermaster, be accompanied by a map of the service area where the water was used by Transferor and a map of the service area where the water is intended to be used by the Transferee.

A TRUE COPY HEREOF MUST BE FILED WITH WATERMASTER NOT LATER THAN 30 DAYS PRIOR TO THE REGULARLY SCHEDULED WATERMASTER MEETING IN MAY.

(To be accompanied by completed Exhibit "F" if Transferee is not a party to the Judgment)

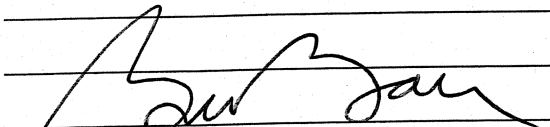
For a valuable consideration, in the amount of \$ 105.00 per acre-foot receipt of which is hereby acknowledged, Kemper Campbell Ranch ("Transferor") does hereby assign and transfer to Victor Valley Community College ("Transferee") Carryover Right of 240 acre-feet in Alto Subarea.

Said assignment is made upon condition that Transferee shall apply said Carryover Right to the Transferee's Replacement Water Obligation due July 1, 2006, and shown on Appendix B of the Annual Watermaster Report filed with the Riverside Superior Court.

DATED: _____

TRANSFEEEE

Victor Valley Community College



(Signature)

Name of Designee of Transferee to receive service of Processes & Notices:

Victor Valley Community College

18422 Bear Valley Road

Victorville, CA 92392

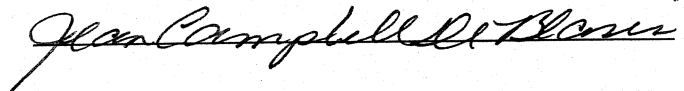
Address

Telephone No. of Designee: (760) 245-4271

Notes:

TRANSFEROR

Kemper Campbell Ranch



(Signature)

Name of Designee of Transferor to receive service of Processes & Notices:

Kemper Campbell Ranch

10 Kemper Campbell Ranch Road

Victorville, CA 92395

Address

Telephone No. of Designee: _____

Exhibit "I"

I-1

Page 1

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

No. 5907

State of California
County of San Bernardino

On 2-24-06 before me, Kristina Vanderpool, notary
DATE NAME, TITLE OF OFFICER (E.G., "JANE DOE, NOTARY PUBLIC")

personally appeared Jean Deblasis
NAME(S) OF SIGNER(S)

personally known to me - OR - proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is/are~~ subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in ~~his/her/their~~ authorized capacity(ies), and that by ~~his/her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.
Kristina Vanderpool
SIGNATURE OF NOTARY

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL
- CORPORATE OFFICER
- _____ TITLE(S)
- PARTNER(S) LIMITED
- GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: _____

DESCRIPTION OF ATTACHED DOCUMENT

_____ TITLE OR TYPE OF DOCUMENT

_____ NUMBER OF PAGES

_____ DATE OF DOCUMENT

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

_____ SIGNER(S) OTHER THAN NAMED ABOVE

March 20, 2006

Invoice

Invoice for temporary transfer of water right, water years 2004-2005.
"Victor Valley Community College To Wyatt Family Trust"

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

Regarding the "Request for Assignment of Carryover Right in Lieu of Payment of Replacement Water Assessments" for the unused temporary Free Production Allowance (FPA) of 56 acre feet (AF) for the 2004-2005 water year, for a price of \$105.00 per (AF) and a broker commission fee of \$5.00 per (AF) in the ALTO SUBAREA:

Denny Wyatt
13790 Chateau Court
Apple Valley, CA 92307

Total "Purchase Price": **\$6,160.00**

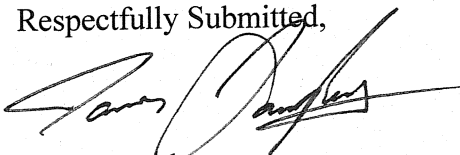
Upon receipt of the Certified Copy of approval by the Watermaster scheduled to occur in May 2006, and payment in full from the above mentioned buyer, per the "Request of Assignment of Carryover Right in Lieu of Payment of Replacement Water Assessments" dated April 11, 2006, please mail in the self-addressed stamped return envelope provided your checks made payable to:

Denny Wyatt in the amount of: **\$5,880.00**

AND

Joseph W. Brady Inc., dba The Bradco Companies in the amount of: **\$280.00**

Respectfully Submitted,



James Langley
The Bradco Companies
(760) 951-5111 ext 109

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AUTHORIZATION AND RIGHT TO LEASE AGREEMENT

Monday, March 20, 2006

This is intended to be a legally binding agreement between: Victor Valley Community College; herein referred as; **(LESSEE)** and Joseph W. Brady, Inc., d.b.a. The Bradco Companies, herein referred as; **(BROKER)**.

Start Date: March 20, 2006

End Date: May 31, 2006

To lease a total of **56 acre feet (AF)** of **WY 2004-2005** temporary unused free production carryover allowance (FPA) "water right" appurtenant property owned by Wyatt Family Trust **(LESSOR)** in the Victorville area of San Bernardino County, 92392, referred as Subject Property (SP) in the ALTO SUBAREA. Victor Valley Community College **(LESSEE)** agrees to lease the unused (FPA) from Wyatt Family Trust in agreement to the following terms.

WATER RIGHT in ACRE FEET (AF): 56 (AF) TOTAL.

The unused (FPA) "Carryover Right" is the adjudicated Water Rights as per Mojave Basin Watermaster (City of Adelanto, et al, Case No. 208568—Riverside County Superior Court). The "Request for Assignment of Carryover Right in Lieu of Payment of Replacement Water Assessment" paperwork for said transfer will be provided by the **(BROKER)**.

NEW STRUCTURE: The transferee/lessee will be paying the \$5.00 service fee/commission

CONTRACT PRICE: \$110.00 PER AF

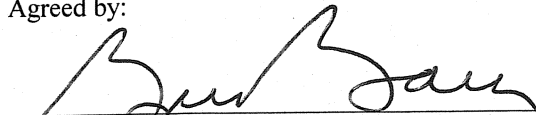
NET PRICE: \$105.00 PER AF (reflected in the Watermaster paperwork)

SERVICE FEE: \$5.00 PER AF PRICE (PAID BY THE TRANSFEREE)

SALES PRICE: \$5,880.00 and/or \$105.00 per (AF).

COMMISSIONS: \$5.00 PER AF LEASED and/or \$280.00 TOTAL payable to Joseph W. Brady, Inc., dba The Bradco Companies and is paid as an additional cost to the buyer. Both checks will be sent to The Bradco Companies and will be hand delivered to the seller upon the approval of the Board of the Mojave Basin Watermaster (MWA) and the successful transfer to the buyer.

Agreed by:

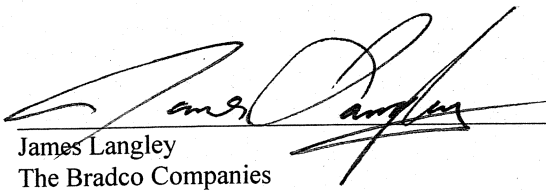


Victor Valley Community College, LESSEE
18422 Bear Valley Road
Victorville, CA 92392

DATE

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James Langley
The Bradco Companies
P.O. Box 2710
Victorville, CA 92393
(760) 951-5111 x 109

3-20-06
DATE

BROKER'S initials

DATE

**REQUEST FOR ASSIGNMENT OF CARRYOVER RIGHT
IN LIEU OF PAYMENT OF REPLACEMENT WATER ASSESSMENTS**

WATER YEAR ENDING SEPTEMBER 30, 2005.

To be executed by both Transferee and Transferor and, if separately requested by Watermaster, be accompanied by a map of the service area where the water was used by Transferor and a map of the service area where the water is intended to be used by the Transferee.

A TRUE COPY HEREOF MUST BE FILED WITH WATERMASTER NOT LATER THAN 30 DAYS PRIOR TO THE REGULARLY SCHEDULED WATERMASTER MEETING IN MAY.

(To be accompanied by completed Exhibit "F" if Transferee is not a party to the Judgment)

For a valuable consideration, in the amount of \$ 105.00 per acre-foot receipt of which is hereby acknowledged, Wyatt Family Trust DENNY WYATT ("Transferor") does hereby assign and transfer to Victor Valley Community College ("Transferee") Carryover Right of 56 acre-feet in Alto Subarea.

Said assignment is made upon condition that Transferee shall apply said Carryover Right to the Transferee's Replacement Water Obligation due July 1, 2006, and shown on Appendix B of the Annual Watermaster Report filed with the Riverside Superior Court.

DATED: _____

TRANSFEEEE

Victor Valley Community College

[Signature]
(Signature)

Name of Designee of Transferee to receive service of Processes & Notices:

Victor Valley Community College

18422 Bear Valley Road

Victorville, CA 92392

Address

Telephone No. of Designee: (760) 245-4271

Notes:

TRANSFEROR

Wyatt Family Trust / DENNY WYATT

[Signature]
(Signature)

Name of Designee of Transferor to receive service of Processes & Notices:

Wyatt Family Trust (DENNY WYATT)

13790 Chateau Court

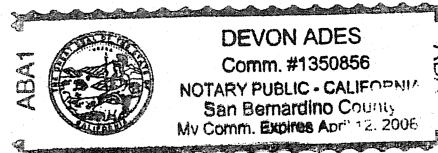
Apple Valley, CA 92307

Address

Telephone No. of Designee: (760) 246-6077

**MAKE CHECK PAYABLE TO
DENNY WYATT**

Exhibit "I"
I-1
Page 1



March 20, 2006

Invoice

Invoice for temporary transfer of water right, water years 2004-2005.
"Victor Valley Community College To Jennifer Brown"

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

Regarding the "Request for Assignment of Carryover Right in Lieu of Payment of Replacement Water Assessments" for the unused temporary Free Production Allowance (FPA) of 31 acre feet (AF) for the 2004-2005 water year, for a price of \$105.00 per (AF) and a broker commission fee of \$5.00 per (AF) in the ALTO SUBAREA:

Jennifer Brown
10001 Choiciana Avenue
Hesperia, CA 92345

Total "Purchase Price": **\$3,410.00**

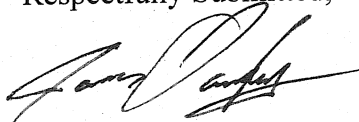
Upon receipt of the Certified Copy of approval by the Watermaster scheduled to occur in May 2006, and payment in full from the above mentioned buyer, per the "Request of Assignment of Carryover Right in Lieu of Payment of Replacement Water Assessments" dated April 11, 2006, please mail in the self-addressed stamped return envelope provided your checks made payable to:

Jennifer Brown in the amount of: **\$3,255.00**

AND

Joseph W. Brady Inc., dba The Bradco Companies in the amount of: **\$155.00**

Respectfully Submitted,



James Langley
The Bradco Companies
(760) 951-5111 ext 109

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AUTHORIZATION AND RIGHT TO LEASE AGREEMENT

Monday, March 20, 2006

This is intended to be a legally binding agreement between: Victor Valley Community College; herein referred as; (LESSEE) and Joseph W. Brady, Inc., d.b.a. The Bradco Companies, herein referred as; (BROKER).

Start Date: March 20, 2006

End Date: May 31, 2006

To lease a total of 31 acre feet (AF) of WY 2004-2005 temporary unused free production carryover allowance (FPA) "water right" appurtenant property owned by Jennifer Brown (LESSOR) in the Victorville area of San Bernardino County, 92392, referred as Subject Property (SP) in the ALTO SUBAREA. Victor Valley Community College (LESSEE) agrees to lease the unused (FPA) from Jennifer Brown in agreement to the following terms.

WATER RIGHT in ACRE FEET (AF): 31 (AF) TOTAL.

The unused (FPA) "Carryover Right" is the adjudicated Water Rights as per Mojave Basin Watermaster (City of Adelanto, et al, Case No. 208568—Riverside County Superior Court). The "Request for Assignment of Carryover Right in Lieu of Payment of Replacement Water Assessment" paperwork for said transfer will be provided by the (BROKER).

NEW STRUCTURE: The transferee/lessee will be paying the \$5.00 service fee/commission

CONTRACT PRICE: \$110.00 PER AF

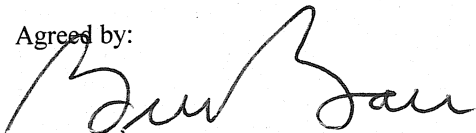
NET PRICE: \$105.00 PER AF (reflected in the Watermaster paperwork)

SERVICE FEE: \$5.00 PER AF PRICE (PAID BY THE TRANSFEREE)

SALES PRICE: \$3,255.00 and/or \$105.00 per (AF).

COMMISSIONS: \$5.00 PER AF LEASED and/or \$155.00 TOTAL payable to Joseph W. Brady, Inc., dba The Bradco Companies and is paid as an additional cost to the buyer. Both checks will be sent to The Bradco Companies and will be hand delivered to the seller upon the approval of the Board of the Mojave Basin Watermaster (MWA) and the successful transfer to the buyer.

Agreed by:



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

DATE

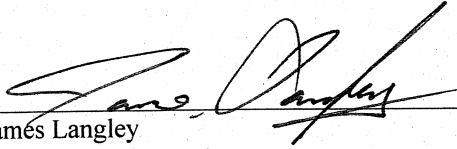
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Individual Member

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James Langley
The Bradco Companies
P.O. Box 2710
Victorville, CA 92393
(760) 951-5111 x 109

3-20-06
DATE

BROKER'S initials

DATE

121

**REQUEST FOR ASSIGNMENT OF CARRYOVER RIGHT
IN LIEU OF PAYMENT OF REPLACEMENT WATER ASSESSMENTS**

WATER YEAR ENDING SEPTEMBER 30, 2005.

To be executed by both Transferee and Transferor and, if separately requested by Watermaster, be accompanied by a map of the service area where the water was used by Transferor and a map of the service area where the water is intended to be used by the Transferee.

A TRUE COPY HEREOF MUST BE FILED WITH WATERMASTER NOT LATER THAN 30 DAYS PRIOR TO THE REGULARLY SCHEDULED WATERMASTER MEETING IN MAY.

(To be accompanied by completed Exhibit "F" if Transferee is not a party to the Judgment)

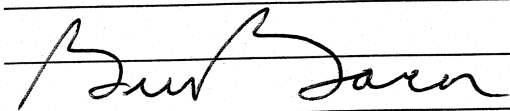
For a valuable consideration, in the amount of \$105.00 per acre-foot receipt of which is hereby acknowledged, Jennifer Brown ("Transferor") does hereby assign and transfer to Victor Valley Community College ("Transferee") Carryover Right of 31 acre-feet in Alto Subarea.

Said assignment is made upon condition that Transferee shall apply said Carryover Right to the Transferee's Replacement Water Obligation due July 1, 2006, and shown on Appendix B of the Annual Watermaster Report filed with the Riverside Superior Court.

DATED: Feb. 25, 2006

TRANSFEE

Victor Valley Community College



(Signature)

Name of Designee of Transferee to receive service of Processes & Notices:

Victor Valley Community College

18422 Bear Valley Road

Victorville, CA 92392

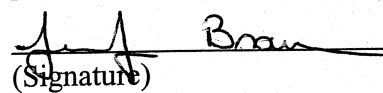
Address

Telephone No. of Designee: (760) 245-4271

Notes:

TRANSFEROR

Jennifer Brown



Name of Designee of Transferor to receive service of Processes & Notices:

Jennifer Brown

10001 Choicena Ave.

Hesperia, CA 92345

Address

Telephone No. of Designee: (818) 822-7309

Exhibit "I"

I-1

Page 1

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

No. 5907

State of California

County of San Bernardino

On Feb. 25, 2006 before me, Trina Ellen Saruwatari, Notary Public

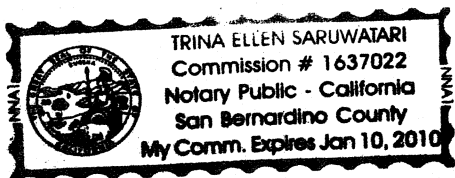
DATE

NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared Jennifer English Brown

NAME(S) OF SIGNER(S)

personally known to me - OR - proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Trina Ellen Saruwatari
SIGNATURE OF NOTARY

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL
- CORPORATE OFFICER

TITLE(S)

- PARTNER(S) LIMITED
- GENERAL

- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: _____

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

March 20, 2006

Invoice

Invoice for temporary transfer of water right, water years 2004-2005.
"Victor Valley Community College To Philip Dowse"

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

Regarding the "Request for Assignment of Carryover Right in Lieu of Payment of Replacement Water Assessments" for the unused temporary Free Production Allowance (FPA) of 15 acre feet (AF) for the 2004-2005 water year, for a price of \$105.00 per (AF) and a broker commission fee of \$5.00 per (AF) in the ALTO SUBAREA:

Philip Dowse
P.O. Box 847
Hesperia, CA 92345

Total "Purchase Price": **\$1,650.00**

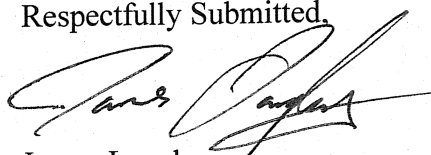
Upon receipt of the Certified Copy of approval by the Watermaster scheduled to occur in May 2006, and payment in full from the above mentioned buyer, per the "Request of Assignment of Carryover Right in Lieu of Payment of Replacement Water Assessments" dated April 11, 2006, please mail in the self-addressed stamped return envelope provided your checks made payable to:

Philip Dowse in the amount of: **\$1,575.00**

AND

Joseph W. Brady Inc., dba The Bradco Companies in the amount of: **\$75.00**

Respectfully Submitted,



James Langley
The Bradco Companies
(760) 951-5111 ext 109

commercial • industrial • office • sales • leasing
land brokerage • land mitigation

www.TheBradcoCompanies.com • email: info@TheBradcoCompanies.com



Individual Member



AUTHORIZATION AND RIGHT TO LEASE AGREEMENT

Monday, March 20, 2006

This is intended to be a legally binding agreement between: Victor Valley Community College; herein referred as; **(LESSEE)** and Joseph W. Brady, Inc., d.b.a. The Bradco Companies, herein referred as; **(BROKER)**.

Start Date: March 20, 2006

End Date: May 31, 2006

To lease a total of 15 acre feet (AF) of WY 2004-2005 temporary unused free production carryover allowance (FPA) "water right" appurtenant property owned by Philip Dowse **(LESSOR)** in the Victorville area of San Bernardino County, 92392, referred as Subject Property (SP) in the ALTO SUBAREA. Victor Valley Community College **(LESSEE)** agrees to lease the unused (FPA) from Philip Dowse in agreement to the following terms.

WATER RIGHT in ACRE FEET (AF): 15 (AF) TOTAL.

The unused (FPA) "Carryover Right" is the adjudicated Water Rights as per Mojave Basin Watermaster (City of Adelanto, et al, Case No. 208568—Riverside County Superior Court). The "Request for Assignment of Carryover Right in Lieu of Payment of Replacement Water Assessment" paperwork for said transfer will be provided by the **(BROKER)**.

NEW STRUCTURE: The transferee/lessee will be paying the \$5.00 service fee/commission

CONTRACT PRICE: \$110.00 PER AF

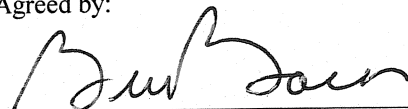
NET PRICE: \$105.00 PER AF (reflected in the Watermaster paperwork)

SERVICE FEE: \$5.00 PER AF PRICE (PAID BY THE TRANSFEREE)

SALES PRICE: \$1,575.00 and/or \$105.00 per (AF).

COMMISSIONS: \$5.00 PER AF LEASED and/or \$75.00 TOTAL payable to Joseph W. Brady, Inc., dba The Bradco Companies and is paid as an additional cost to the buyer. Both checks will be sent to The Bradco Companies and will be hand delivered to the seller upon the approval of the Board of the Mojave Basin Watermaster (MWA) and the successful transfer to the buyer.

Agreed by:



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

DATE

commercial • industrial • office • sales • leasing
land brokerage • land mitigation



Individual Member

www.TheBradcoCompanies.com • email: info@TheBradcoCompanies.com



**REQUEST FOR ASSIGNMENT OF CARRYOVER RIGHT
IN LIEU OF PAYMENT OF REPLACEMENT WATER ASSESSMENTS**

WATER YEAR ENDING SEPTEMBER 30, 2005.

To be executed by both Transferee and Transferor and, if separately requested by Watermaster, be accompanied by a map of the service area where the water was used by Transferor and a map of the service area where the water is intended to be used by the Transferee.

A TRUE COPY HEREOF MUST BE FILED WITH WATERMASTER NOT LATER THAN 30 DAYS PRIOR TO THE REGULARLY SCHEDULED WATERMASTER MEETING IN MAY.

(To be accompanied by completed Exhibit "F" if Transferee is not a party to the Judgment)

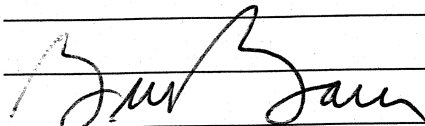
For a valuable consideration, in the amount of \$ 105.00 per acre-foot receipt of which is hereby acknowledged, Philip Dowse ("Transferor") does hereby assign and transfer to Victor Valley Community College ("Transferee") Carryover Right of 15 acre-feet in Alto Subarea.

Said assignment is made upon condition that Transferee shall apply said Carryover Right to the Transferee's Replacement Water Obligation due July 1, 2006, and shown on Appendix B of the Annual Watermaster Report filed with the Riverside Superior Court.

DATED: _____

TRANSFEEE

Victor Valley Community College



(Signature)

Name of Designee of Transferee to receive service of Processes & Notices:

Victor Valley Community College

18422 Bear Valley Road

Victorville, CA 92392

Address

Telephone No. of Designee: (760) 245-4271

Notes:

TRANSFEROR

Philip Dowse

(Signature)

Name of Designee of Transferor to receive service of Processes & Notices:

Philip Dowse

P.O. Box 847

Hesperia, CA 92345

Address

Telephone No. of Designee: _____

Exhibit "I"

I-1

Page 1

ADMINISTRATIVE SERVICES

APRIL 11, 2006

TOPIC: TAX AND REVENUE ANTICIPATION NOTE PROGRAM

TO THE SUPERINTENDENT/PRESIDENT:

The attached resolution authorizes the issuance by the VVCCD of not to exceed \$5,000,000 (five million dollars) 2005 tax and revenue anticipation notes (TRANS). The 2006 TRANS will be issued through a statewide financing program sponsored by the Community College League of California (CCLC).

The purpose of the temporary borrowing is to increase available cash balances, which provide operating funds to cover cash shortfalls. Cash shortfalls arise due to the timing differential of monthly cash receipts and disbursements throughout the 2006-07 fiscal year.

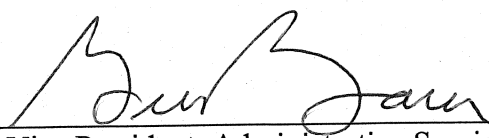
The advantages of participating in the CCLC TRANS program rather than an individual financing or another pooled TRANS are many. The costs are lower because they are shared with the other participating community college districts. There are standardized documentation and credit criteria employed in the financing, as well as a streamlined issuance process. Finally, there is the ability to obtain the highest credit rating on the financing with the availability of insurance.

Fiscal Impact: Budgeted item, estimated interest expense of \$20,000

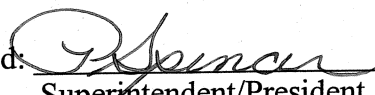
RECOMMENDATION:

It is recommended the Board of Trustees approve the resolution authorizing the issuance of tax and revenue anticipation notes for the 2006-07 fiscal year.

REFERENCE FOR AGENDA: YES

Signed: 
Vice President, Administrative Services

TRANSMITTED TO THE BOARD WITH A FAVORABLE RECOMMENDATION:

Signed: 
Superintendent/President

ACTION TAKEN BY THE BOARD:

MOTION _____

SECOND _____

INFORMATION ONLY _____

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE ISSUANCE OF A 2006 TAX AND REVENUE ANTICIPATION NOTE AND PARTICIPATION IN THE COMMUNITY COLLEGE LEAGUE OF CALIFORNIA CASH FLOW FINANCING PROGRAM

WHEREAS, pursuant to Sections 53850 *et seq.* of the Government Code of the State of California (the "Act") contained in Article 7.6 thereof, entitled "Temporary Borrowing," on or after the first day of any fiscal year (being July 1), the Victor Valley Community College District (the "District") may, pursuant to a resolution of its Board of Trustees (the "Board"), borrow money by issuing notes for any purpose for which the District is authorized to expend moneys, including but not limited to current expenses, capital expenditures, and the discharge of any obligation or indebtedness of the District;

WHEREAS, the Board hereby determines that an amount (the "Principal Amount") not to exceed \$5,000,000 (the "Maximum Principal Amount"), which Principal Amount is to be confirmed and set forth in the Pricing Confirmation (as defined in Section 4 hereof), is needed for the requirements of the District to satisfy obligations of the District, and that it is necessary that the Principal Amount be borrowed for such purpose by the issuance of a temporary note therefor in anticipation of the receipt of taxes, revenue and other moneys to be received by the District during or attributable to fiscal year 2006-2007;

WHEREAS, it appears, and the Board hereby finds and determines, that the Principal Amount, when added to the interest payable thereon, does not exceed eighty-five percent (85%) of the estimated amount of the uncollected taxes, income, revenue, cash receipts and other moneys of the District attributable to fiscal year 2006-2007, and available for the payment of said note and the interest thereon;

WHEREAS, pursuant to Section 53856 of the Code, certain revenues that will be received by the District during and attributable to fiscal year 2006-2007 can be pledged for the payment of said note and the interest thereon (as hereinafter provided);

WHEREAS, the Board has determined that it is in the best interests of the District to participate in the Community College League of California Cash Flow Financing Program (the "Program"), whereby participating community college districts (collectively, the "Participating Districts") will simultaneously issue tax and revenue anticipation notes;

WHEREAS, the tax and revenue anticipation note authorized hereby (the "Note") will be sold to the Community College League Financing Authority (the "Authority") pursuant to a note purchase agreement, dated as of the date of the Pricing Confirmation, by and between the Authority and the District (the "Note Purchase Agreement"); and

WHEREAS, as part of the Program, the Authority will issue one or more series (each a

“Series”) of 2006 Tax and Revenue Anticipation Bonds (the “Bonds”) pursuant to an Indenture (the “Indenture”) between the Authority and Wells Fargo Bank, National Association (the “Trustee”), which Bonds will be secured by the tax and revenue anticipation notes of the Participating Districts, each Series to be distinguished by the type of credit enhancement, if any, that secures such Series, the principal amounts of the notes securing such Series the date of maturity of such Series, or by such other factors as may be determined by the Authority pursuant to the advice of RBC Dain Rauscher Inc., doing business as RBC Capital Markets, as underwriter for the Program (the “Underwriter”);

NOW, THEREFORE, the Board of the District hereby resolves as follows:

Section 1. Recitals. All of the above recitals are true and correct and the District so finds, determines, and represents.

Section 2. Authorization of Issuance of Note; Terms. The District hereby determines to borrow, solely for the purpose of anticipating taxes, income, revenue, cash receipts and other moneys to be received by the District during or attributable to fiscal year 2006-2007, an aggregate principal amount not to exceed the Maximum Principal Amount by the issuance, by the District, of a temporary note under Sections 53850 et seq. of the Code designated as the District’s “2006 Tax and Revenue Anticipation Note.” The Note shall be dated the date of delivery thereof; shall mature (without option of prior redemption) not more than 13 months from said date of delivery on a date indicated on the face of the Note and set forth in the Pricing Confirmation (as defined below), or if such date is not a day on which banks in New York or California are open for business, on the first business day prior to such date; and shall bear interest, payable on the dates set forth in the Note and computed on the basis of a 365/366 day year and the actual number of days elapsed, at the rate indicated on the face of the Note and set forth in the Pricing Confirmation (the “Note Rate”), but not in excess of twelve percent (12.0%) per annum. If the Note is not fully paid at maturity, then the unpaid portion thereof shall continue to bear interest thereafter at the Default Rate (to be set forth in the Pricing Confirmation). Both the principal of and interest on the Note shall be payable only upon surrender thereof, in lawful money of the United States of America, at the corporate trust office of the Trustee, which Trustee is hereby designated to be the Paying Agent for the Note (the “Paying Agent”).

Section 3. Form of Note. The Note shall be issued in registered form without coupons and shall be substantially in the form and substance set forth in Exhibit A attached hereto and by reference incorporated herein, the blanks in said form to be filled in with appropriate words and figures.

Section 4. Sale of the Note. The Note shall be sold to the Authority pursuant to the Note Purchase Agreement. The form of the Note Purchase Agreement, including the form of the pricing confirmation supplement (the “Pricing Confirmation”) set forth as Exhibit B thereto, presented to this meeting is hereby approved. The Vice President, Administrative Services, Superintendent/President, Director, Fiscal Services, chief business officer or any other person designated by the Vice President, Administrative Services of the District (the “Authorized Representatives”) are each hereby authorized and directed to execute (which execution shall be accomplished by execution of the Pricing Confirmation) and deliver the Note Purchase Agreement (including the Pricing Confirmation) in substantially said form, with such changes thereto as such Authorized Representative shall approve, such approval to be conclusively evidenced by his or her

execution and delivery thereof; provided, however, that the interest rate on the Note shall not exceed twelve percent (12.0%) per annum, the discount on the Note, when added to the District's share of the costs of issuance of the Bonds, shall not exceed one and one-half percent (1.5%), and the Principal Amount shall not exceed the Maximum Principal Amount.

Section 5. Program Approval. The District's participation in the Program is approved; provided, however, that the District's decision to participate in the Program shall not be binding on the District until the execution and delivery of the Pricing Confirmation.

The District acknowledges that the Authority will execute and deliver the Indenture, (currently on file with the District), to the Trustee in substantially said form, with such changes thereto as an Authorized Representative shall approve, such approval to be conclusively evidenced by execution and delivery of the Pricing Confirmation. The District authorizes and requests the Authority to issue Bonds pursuant to and as provided in the Indenture as finally executed.

The District acknowledges that the Authority, acting upon the advice of the Underwriter, may seek such credit enhancement for the Note and for the Series of Bonds related thereto as it deems necessary or desirable. The District agrees to be bound by the terms of such credit enhancement, if any, and the agreements related thereto. The District's approval of such credit enhancement, if any, and the agreements related thereto shall be conclusively evidenced by execution and delivery of the Pricing Confirmation. Each Authorized Representative is authorized to execute and deliver, on behalf of the District, all agreements related to credit enhancement for the Note and for the Series of Bonds related thereto that such Authorized Representative shall approve, such approval to be conclusively evidenced by execution and delivery of such agreements.

The Authorized Representatives of the District are hereby authorized and directed to provide the Underwriter with such information relating to the District as the Underwriter shall reasonably request for inclusion in the Preliminary Official Statement and Official Statement related to the Bonds. Upon inclusion of the information relating to the District therein, the Preliminary Official Statement is, except for certain omissions permitted by Rule 15c2-12 of the Securities Exchange Act of 1934, as amended (the "Rule"), hereby deemed final within the meaning of the Rule with respect to the District. If, at any time prior to the execution of the Pricing Confirmation, any event occurs as a result of which the information contained in the Preliminary Official Statement related to the District might include an untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, the District shall promptly notify the Underwriter.

The District agrees to pay or cause to be paid, in addition to the amounts payable under the Note, its share of any fees or expenses of the Trustee in connection with its participation in the Program, as determined in accordance with the Indenture. Such additional fees and expenses will be paid by the District within twenty-five (25) days of receipt by the District of a bill therefor from the Trustee.

Section 6. Transfer; Exchange. The Note shall initially be registered in the name of the Authority. Thereafter, the Note may not be transferred or exchanged except for a transfer to a provider of credit enhancement for the Note or for the Series of Bonds related thereto as provided by the terms of such credit enhancement and any agreement related thereto.

Section 7. Deposit of Note Proceeds; No Arbitrage. A portion of the proceeds from the sale of the Note, in an amount equal to the District's share of the costs of issuance (including any fees and expenses incurred in connection with credit enhancement) of the Note and of the Series of Bonds related to the Note, shall be deposited in the Costs of Issuance Fund established under the Indenture and expended as directed by the Authority on costs of issuance as provided in the Indenture. The remainder of the proceeds from the sale of the Note shall be deposited in the Proceeds Fund established under the Indenture and, until transferred pursuant to a requisition of the District, be invested in Permitted Investments (as defined in and under the terms of the Indenture) as directed by the Authority. While they are on deposit in the Proceeds Fund, proceeds from the sale of the Note shall constitute additional security for repayment of the Note. Upon requisition submitted to the Trustee in accordance with the Indenture, the Note proceeds deposited in the Proceeds Fund shall be transferred to or on behalf of the District for any purpose for which the District is authorized to use and expend moneys. The District hereby covenants that it will make no use of the proceeds of the Note that would cause the Note to be an "arbitrage bond" under Section 148 of the Code; and, to that end, so long as the Note is outstanding, the District, and all of its officers having custody or control of such proceeds, shall comply with all requirements of said section, including restrictions on the use and investment of proceeds of the Note and the rebate of a portion of investment earnings on certain amounts, including proceeds of the Note, if required, to the Federal government, and of the Income Tax Regulations of the United States Treasury promulgated thereunder or under any predecessor provisions, to the extent that such regulations are, at the time, applicable and in effect, so that the Note will not be an "arbitrage bond."

Section 8. Payment of Note.

(a) Source of Payment. The principal amount of the Note, together with the interest thereon, shall be payable from taxes, income, revenue, cash receipts and other moneys which are received by the District during fiscal year 2006-2007 and which are available therefor. The Note shall be a general obligation of the District, and to the extent the Note is not paid from the Pledged Revenues defined below, the Note shall be paid with interest thereon from any other moneys of the District lawfully available therefor, as provided herein and by law.

(b) Pledged Revenues. As security for the payment of the principal of and interest on the Note, the District hereby pledges certain unrestricted revenues (as further described in the following paragraph, the "Pledged Revenues") which are received by the District in the months specified in the Pricing Confirmation as Pledge Months (each a "Pledge Month" and collectively the "Pledge Months"). The term "unrestricted revenues" shall mean taxes, income, revenue, cash receipts, and other money of the District as provided in Section 53856 of the Act, which are intended as receipts for the general fund of the District and which are generally available for the payment of current expenses and other obligations of the District.

With respect to each Pledge Month, the amount of unrestricted revenues which shall constitute Pledged Revenues will be equal to a percentage of the Principal Amount plus a percentage of the interest due on the Note on the applicable interest payment dates, including maturity, such percentages, and dates to be specified in the Pricing Confirmation. Any one of the Authorized Representatives of the District is hereby authorized to approve the determination of the Pledge Months and the amount of Pledged Revenues with respect to each Pledge Month by executing and delivering the Pricing Confirmation, such execution and delivery to be conclusive evidence of approval by this Board and such Authorized Representative.

The principal of the Note and the interest thereon shall be a first lien and charge against and shall be payable from the first moneys received by the District from such Pledged Revenues, as provided by law.

In the event that there are insufficient unrestricted revenues received by the District to permit the deposit into the Repayment Account, as hereinafter defined, of the full amount of Pledged Revenues to be deposited from unrestricted revenues in any Pledge Month, then the amount of any deficiency shall be satisfied and made up from any other moneys of the District lawfully available for the repayment of the Note and the interest thereon.

(c) Deposit of Pledged Revenues in Repayment Account. Pledged Revenues shall be held by the District in a special account within the District's general fund designated as the District's "2006 Tax and Revenue Anticipation Note Repayment Account" (the "Repayment Account") and applied as directed in this resolution. Any moneys placed in the Repayment Account shall be for the benefit of the holder of the Note, and until the Note and all interest thereon are paid or until provision has been made for the payment of the Note at maturity with interest to maturity, the moneys in the Repayment Account shall be applied only for the purposes for which the Repayment Account is created. Upon the written request of the Trustee or any provider of credit enhancement for the Note or the Series of Bonds related thereto, the District shall, within ten (10) Business Days following its receipt of such request, provide written evidence that the deposits to the Repayment Account required by this resolution have been made. In addition, the District shall provide such additional financial information as may be required by any provider of credit enhancement for the Note or the Series of Bonds related thereto. The District may satisfy the requirement of depositing moneys in the Repayment Account by directing the Trustee to so designate such deposit from moneys in the Proceeds Fund attributable to the District.

(d) Disbursement of Moneys in Repayment Account. The District shall, to the extent necessary to pay the principal of and the interest on the Note, cause the moneys in the Repayment Account to be transferred to the Trustee, or credited by the Trustee from the Proceeds Fund, at least five (5) Business Days (as defined in the Indenture) prior to the date that interest on the Note must be paid, as applicable, and prior to the maturity of the Note. Moneys so transferred to, or credited by, the Trustee shall be deposited in the appropriate Bond Payment Fund established under the Indenture and applied to the payment of the principal of and interest on the Note when due and at maturity, as provided in the Indenture. In the event that moneys in the Repayment Account are insufficient to pay the principal of and interest on the Note when due and at maturity, such moneys shall be applied first to pay interest on the Note and second to pay principal of the Note. Any moneys remaining in or accruing to the Repayment Account after the principal of and the interest on the Note have been paid, or provision for such payment has been made, shall be transferred to the general fund of the District, subject to any other disposition required by the Indenture.

Section 9. Execution and Delivery of Note. The Note shall be executed by the manual or facsimile signature of an Authorized Representative and countersigned by the manual or facsimile signature of the Secretary or the Clerk of the Board. The proper officers of the District are hereby requested to deliver the Note to the Authority.

Section 10. Covenants and Warranties.

(a) It is hereby covenanted and warranted by the District that all representations

and recitals contained in this resolution are true and correct.

(b) The District shall not incur any indebtedness secured by a pledge of its unrestricted revenues unless such pledge is subordinate in all respects to the pledge of unrestricted revenues hereunder.

(c) So long as any Bonds issued in connection with the Note are outstanding, the District will not create or suffer to be created any pledge of or lien on the Note other than the pledge and lien of the Indenture.

(d) The District and its appropriate officials have duly taken, or will take, all proceedings necessary to be taken by them for the levy, collection and enforcement of the Pledged Revenues in accordance with the law and for carrying out the provisions of this resolution and the Note.

Section 11. Ratification and Approval of Past and Future Actions. All actions heretofore taken by the officers and agents of the District with respect to the Note, the Bonds, and the Program are hereby approved, confirmed and ratified, and the officers and agents of the District are hereby authorized and directed to do any and all things and take any and all actions, which they, or any of them, may deem necessary or advisable in order to consummate the lawful issuance and delivery of the Note and the District's participation in the Program in accordance with this resolution and resolutions hereafter adopted by the District. The Authorized Representatives are hereby designated as "Authorized District Representatives" under the Indenture.

Section 12. Events of Default and Remedies.

If any of the following events occur, it is hereby defined as and declared to be and to constitute an "Event of Default":

(a) Failure by the District to make or cause to be made the transfers and deposits to the Repayment Account or any other payment required to be paid hereunder on or before the date on which such transfer, deposit or other payment is due and payable;

(b) Failure by the District to observe and perform any covenant, condition or agreement on its part to be observed or performed under this resolution, for a period of fifteen (15) days after written notice, specifying such failure and requesting that it be remedied, is given to the District by the Paying Agent, unless the Paying Agent shall agree in writing to an extension of such time prior to its expiration;

(c) Any warranty, representation or other statement by or on behalf of the District contained in this resolution or the Note Purchase Agreement (including the Pricing Confirmation) or in any requisition or any financial report delivered by the District or in any instrument furnished in compliance with or in reference to this resolution or the Note Purchase Agreement or in connection with the Note, is false or misleading in any material respect;

(d) A petition is filed against the District under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, and is not dismissed within 30 days after such filing, but the

Paying Agent shall have the right to intervene in the proceedings prior to the expiration of such 30 days to protect its interests and the interests of the registered owner of the Note;

(e) The District files a petition in voluntary bankruptcy or seeking relief under any provision of any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, or consents to the filing of any petition against it under such law; or

(f) The District admits insolvency or bankruptcy or is generally not paying its debts as such debts become due, or becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or a custodian (including without limitation a receiver, liquidator or trustee) of the District or any of its property is appointed by court order or takes possession thereof and such order remains in effect or such possession continues for more than 30 days, but the Paying Agent shall have the right to intervene in the proceedings prior to the expiration of such 30 days to protect its interests and the interests of the registered owner of the Note.

Whenever any Event of Default referred to in this Section shall have happened and be continuing, the Paying Agent shall, in addition to any other remedies provided herein or by law or under the Indenture, have the right, at its option without any further demand or notice, to take one or any combination of the following remedial steps:

(1) Without declaring the Note to be immediately due and payable, require the District to pay to the Paying Agent an amount equal to the principal of the Note and interest thereon to maturity, plus all other amounts due hereunder, and upon notice to the District the same shall become immediately due and payable by the District without further notice or demand; and

(2) Take whatever other action at law or in equity (except for acceleration of payment on the Note) which may appear necessary or desirable to collect the amounts then due and thereafter to become due hereunder or to enforce any other of its rights hereunder.

Section 13. Proceedings Constitute Contract. The provisions of the Note and of this resolution shall constitute a contract between the District and the registered owner of the Note, and such provisions shall be enforceable by mandamus or any other appropriate suit, action or proceeding at law or in equity in any court of competent jurisdiction, and shall be irrevocable.

Section 14. Request to Borrow; Transmittal of Resolution. The Note shall be issued in conjunction with the note or notes of one or more other community college districts, as described in Section 53853(b) of the Act. Following its adoption by the Board, signed copies of this resolution shall be transmitted by the Secretary of the Board to the treasurer of the county (the "County") in which the District is located, to the County's board of supervisors (the "County Board"), and to the County's superintendent of schools. Transmittal of this resolution to the County Board shall constitute a request by the Board for borrowing and for the issuance of the Note by the County Board. This resolution is based on the assumption that the County Board will fail to authorize, by resolution, the issuance of the Note within 45 calendar days of its receipt hereof or that the County Board will notify the District that it will not authorize the issuance of the Note within such 45-day period. If within such 45-day period the County Board authorizes, by resolution, issuance of the Note, then, notwithstanding this resolution, the Notes shall be issued in the name of the District by

the County Board pursuant to such resolution of the County Board.

Section 15. Limited Liability. Notwithstanding anything to the contrary contained herein or in the Note or in any other document mentioned herein or related to the Note or to any Series of Bonds to which the Note may be assigned, the District shall not have any liability hereunder or by reason hereof or in connection with the transactions contemplated hereby except to the extent payable from moneys available therefor as set forth in Section 8 hereof.

Section 16. Amendments. At any time or from time to time, the District may adopt one or more Supplemental Resolutions, without the necessity for consent of the owner of the Note, for any one or more of the following purposes:

(a) to add to the covenants and agreements of the District in this Resolution, other covenants and agreements to be observed by the District which are not contrary to or inconsistent with this Resolution as theretofore in effect;

(b) to add to the limitations and restrictions in this Resolution, other limitations and restrictions to be observed by the District which are not contrary to or inconsistent with this Resolution as theretofore in effect,

(c) to confirm, as further assurance, any pledge under, and the subjection to any lien or pledge created or to be created by, this Resolution, of any monies, securities or funds, or to establish any additional funds or accounts to be held under this Resolution;

(d) to cure any ambiguity, supply any omission, or cure or correct any defect or inconsistent provision in this Resolution; or

(e) to amend or supplement this Resolution in any other respect;

provided, however, that any such Supplemental Resolution does not adversely affect the interests of the owner of the Note.

Any modification or amendment of this Resolution and of the rights and obligations of the District and of the owner of the Note may be made by a Supplemental Resolution, with the written consent of the owner of the Note; provided, however, that if such modification or amendment will, by its terms, not take effect so long as the Note remains outstanding, the consent of the owner of the Note shall not be required. No such modification or amendment shall change or modify any of the rights or obligations of the Paying Agent without its written assent thereto.

In addition to the amendments permitted by the above paragraphs, this Resolution, including the form of the Note, may be amended at any time prior to the execution and delivery of the Note pursuant to the Note Purchase Agreement or the Indenture, the provisions of which are incorporated herein by reference to the extent that they relate to the Note, the District, and the District's participation in the Program. Any amendment of this Resolution pursuant to this paragraph shall not require the execution and delivery of a Supplemental Resolution

Section 17. Severability. In the event any provision of this Resolution shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

1291

Section 18. Appointment of Bond Counsel. The law firm of Stradling Yocca Carlson & Rauth, a Professional Corporation, San Francisco, California is hereby appointed as Bond Counsel for the Note and for the Program. The District acknowledges that Bond Counsel regularly performs legal services for many private and public entities in connection with a wide variety of matters, and that Bond Counsel has represented, is representing or may in the future represent other public entities, underwriters, trustees, rating agencies, insurers, credit enhancement providers, lenders, financial, and other consultants who may have a role or interest in the proposed financing or that may be involved with or adverse to the District in this or some other matter. Given the special, limited role of Bond Counsel described above the District acknowledges that no conflict of interest exists or would exist, waives any conflict of interest that might appear to exist, and consents to any and all such relationships.

Section 19. Effective Date. This Resolution shall take effect from and after its date of adoption.

PASSED AND ADOPTED by the District this ____ day of April, 2006, by the following vote:

AYES:

NOES:

ABSENT:

President, Board of Trustees

Attest:

Secretary, Board of Trustees

EXHIBIT A

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
2006 TAX AND REVENUE ANTICIPATION NOTE

Registered No. 1

\$ _____

Rate of Interest:
_____ %

Maturity Date:
_____, 2007

Note Date:
_____, 2006

REGISTERED OWNER: COMMUNITY COLLEGE LEAGUE FINANCING AUTHORITY

PRINCIPAL AMOUNT: ____ MILLION DOLLARS

FOR VALUE RECEIVED, the Victor Valley Community College District (the "District") acknowledges itself indebted to and promises to pay the Registered Owner identified above, at the corporate trust office of Wells Fargo Bank, National Association, in Los Angeles, California, (the "Paying Agent"), the Principal Amount specified above, in lawful money of the United States of America, on the Maturity Date specified above, together with interest thereon at the Rate of Interest per annum set forth above (computed on the basis of a 365/366 day year and the actual number of days elapsed) in like lawful money from the Note Date specified above until payment in full of said principal sum. Both the principal of and interest on this Note shall be payable as specified above; provided, however, no interest shall be payable for any period after maturity during which the holder hereof fails to properly present this Note for payment.

It is hereby certified, recited and declared that this Note has been made, executed and given pursuant to and by authority of a resolution of the Board of Trustees of the District duly passed and adopted under and by authority of Article 7.6 (commencing with Section 53850) of Chapter 4, Part 1, Division 2, Title 5, California Government Code, and that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of this Note have existed, happened and been performed in regular and due time, form and manner as required by law, and that this Note, together with all other indebtedness and obligations of the District, does not exceed any limit prescribed by the Constitution or statutes of the State of California.

The principal amount of the Note, together with the interest thereon, shall be payable from taxes, income, revenue, cash receipts and other moneys that are received by the District during fiscal year 2006-2007. As security for the payment of the principal of and interest on the Note the District has pledged an amount equal to fifty percent (50%) of the principal amount of the Note plus fifty percent (50%) of the interest due on the Note from the unrestricted revenues received by the District in the month ending January 31, 2007; and an amount equal to fifty percent (50%) of the principal amount of the Note plus fifty percent (50%) of the interest due on the Note at maturity from the unrestricted revenues received by the District in the month ending April 30, 2007 (such pledged amounts being hereinafter called the "Pledged Revenues"); and the principal of the Note and the interest thereon shall constitute a first lien and charge thereon and shall be payable from the Pledged Revenues, and to the extent not so paid shall be paid from any other moneys of the District lawfully available therefor.

The District and the Paying Agent may deem and treat the registered owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes, and neither the District nor the Paying Agent shall be affected by any notice to the contrary.

IN WITNESS WHEREOF, the District has caused this Note to be signed by the manual signature of its Authorized Representative and countersigned by the manual signature of the Secretary of its Board of Trustees, each as of the Note Date.

**VICTOR VALLEY COMMUNITY
COLLEGE DISTRICT**

By

Authorized Representative

Countersigned:

By

Secretary, Board of Trustees

EXHIBIT B

NOTE PURCHASE AGREEMENT

THIS NOTE PURCHASE AGREEMENT, dated as of the purchase date (the "Purchase Date") specified in the Pricing Confirmation Supplement attached hereto as Exhibit A (the "Pricing Supplement"), is entered into by and between the California Community College Financing Authority (the "Authority") and the community college district (the "District") named in the Pricing Supplement.

WITNESSETH:

WHEREAS, community college districts are authorized by Article 7.6, Chapter 4, Part 1, Division 2, Title 5 of the Government Code of the State of California (the "Act") to borrow money by the issuance of temporary notes;

WHEREAS, the District's board of trustees (the "Board") has adopted a resolution (the "Resolution") determining to borrow, solely for the purpose of anticipating taxes, income, revenue, cash receipts and other moneys to be received by the District during or attributable to its fiscal year 2006-2007, an aggregate principal amount not to exceed the Maximum Principal Amount (as defined in the Resolution) by the issuance by the District of a temporary note designated as the District's 2006 Tax and Revenue Anticipation Note (the "Note");

WHEREAS, the District has determined that it is in the best interests of the District to participate in the Community College League of California Cash Flow Financing Program (the "Program"), whereby participating community college districts (the "Participating Districts") will simultaneously issue tax and revenue anticipation notes for purchase by the Authority;

WHEREAS, as part of the Program, the Authority will issue its 2006 Tax and Revenue Anticipation Bonds (the "Bonds") pursuant to an Indenture (the "Indenture") between the Authority and Wells Fargo Bank, National Association (the "Trustee"), which Bonds will be secured by the 2006 Tax and revenue anticipation notes of the Participating Districts;

WHEREAS, in order to participate in the Program, the District has agreed to be responsible for its share of the fees and expenses of the Trustee and the costs of issuing the Bonds, which anticipated fees, expenses and costs of issuance will be deducted from the purchase price set forth in the Pricing Supplement and which unanticipated fees, expenses and costs of issuance will be billed to the District as the same may arise; and

WHEREAS, the costs of issuance which will be deducted from the purchase price set forth in the Pricing Supplement shall not exceed one and one-half percent (1.5%) of the principal amount of the Note;

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. Purchase and Sale of the Note. Upon the terms and conditions and in

reliance upon the representations, warranties and agreements set forth herein, the Authority hereby agrees to purchase from the District, and the District hereby agrees to sell to the Authority, the Note, as described herein and in the Resolution.

Section 2. Purchase Price. The purchase price of the Note shall be the purchase price set forth in the Pricing Supplement. The Note shall bear interest at the interest rate per annum set forth in the Pricing Supplement, which is hereby agreed to by and between the Authority and the District by its duly authorized representative executing this Purchase Agreement on behalf of the District.

Section 3. Adjustments to Principal Amount of Note and Purchase Price. The Authority and the District hereby agree that the principal amount of the Note shall be reduced, as determined by the Authority and the District, based upon the advice of Stradling Yocca Carlson & Rauth, a Professional Corporation ("Bond Counsel"), in order that the proceeds produced from the sale of the Note will be an amount which will not be subject to either (i) yield restriction (in order for interest to be excluded from gross income under Section 103 of the Internal Revenue Code of 1986, as amended (the "Code")) or (ii) a rebate requirement (under Section 148 of the Code). The Authority and the District hereby further agree that the purchase price of the Note shall be reduced as a result of the reduction of the principal amount of the Note as may be agreed upon by the Authority and the District.

Section 4. Delivery of and Payment for the Note. The delivery of the Note (the "Closing") shall take place at 8:00 a.m., California time, on the closing date set forth in the Pricing Supplement or at such other time or date as may be mutually agreeable to the Participating Districts, the Authority and the Original Purchaser, at the San Francisco office of Stradling Yocca Carlson & Rauth, a Professional Corporation or such other place as the Participating Districts, the Authority and the Original Purchaser shall mutually agree. At the Closing, the District shall cause the Note to be delivered to the Authority, duly executed and authenticated, together with the other documents hereinafter mentioned, and the proceeds of the purchase price of the Note set forth in the Pricing Supplement shall be deposited in an amount indicated in the Pricing Supplement as the Deposit to Proceeds Fund which shall be held by the Trustee for the District in the amount attributable to the District under the Indenture and the remainder in the Costs of Issuance Fund held thereunder. The Note shall be made available to the Authority or the Original Purchaser for inspection at least 24 hours prior to the Closing.

If at any time prior to 90 days after the Closing Date, any event occurs as a result of which information relating to the District included in the official statement of the Authority related to the Bonds (the "Official Statement") contains an untrue statement of a material fact or omits to state any material fact necessary to make the statements therein in light of the circumstances under which they were made not misleading, the District shall promptly notify the Authority and the Original Purchaser thereof, and if, in the opinion of the Authority or the Original Purchaser, such event requires the preparation and publication of a supplement or amendment to the Official Statement the District shall cooperate with the Authority and the Original Purchaser in the preparation of an amendment or supplement to the Official Statement in a form and in a manner approved by the Authority and the Original Purchaser, and all reasonable expenses incurred thereby shall be paid by the Original Purchaser.

Section 5. The Note. The Note shall be issued in registered form, without coupons, in

the principal amount set forth in the Pricing Supplement.

Section 6. Representations and Warranties of the District. The District represents and warrants to the Authority and the Original Purchaser that:

(a) All representations and warranties set forth in the Resolution are true and correct on the date hereof and are made for the benefit of the Authority and the Original Purchaser as if set forth herein.

(b) A copy of the Resolution has been delivered to the Authority, and the Resolution will not be amended or repealed without the consent of the Authority, which consent will not be unreasonably withheld.

Section 7. Conditions Precedent to the Closing. Conditions precedent to the Closing are as follows:

(a) The execution and delivery of the Note consistent with the Resolution.

(b) Delivery of each certificate, document, instrument and opinion required by the Contract of Purchase related to the Bonds.

(c) Delivery of such other certificates, instruments or opinions as Bond Counsel may deem necessary or desirable to evidence the due authorization, execution and delivery of documents pertaining to this transaction, the legal, valid and binding nature thereof, and compliance of all parties with the terms and conditions thereof.

(d) Delivery of a legal opinion addressed to the District (with a reliance letter to the Authority and the Credit Provider), dated the date of Closing, of counsel to the District with respect to the validity of the Note, in form and substance acceptable to the Authority.

Section 8. Events Permitting the Authority to Terminate. The Authority may terminate its obligation to purchase the Note at any time before the Closing if any of the following occurs:

(a) Any legislative, executive or regulatory action (including the introduction of legislation) or any court decision which, in the judgment of the Authority, casts sufficient doubt on the legality of the Note or the tax-exempt status of interest on obligations such as the Bonds, so as to impair materially the marketability or to reduce materially the market price of such obligations;

(b) Any action by the Securities and Exchange Commission or a court which would require registration of the Note, the Bonds or any instrument securing the Note or Bonds under the Securities Act of 1933, as amended, in connection with the public offering thereof, or qualification of the Resolution or the Indenture under the Trust Indenture Act of 1939, as amended;

(c) Any restriction on trading in securities, or any banking moratorium, or the inception or escalation of any war or major military hostilities which, in the judgment of the Authority, substantially impairs the ability of the Original Purchaser to market the Bonds; or

(d) The Original Purchaser terminates its obligation to purchase the Bonds pursuant to

the terms of the Contract of Purchase related to the Bonds.

Neither the Original Purchaser nor the Authority shall be responsible for the payment of any fees, costs or expenses of the issuance, offering and sale of the District's Note except that the Original Purchaser shall be responsible for California Debt and Investment Advisory Commission fees and for its own internal costs. The fees, costs and expenses that are categorized in the "Costs of Issuance" definition in the Indenture shall be paid from the Costs of Issuance Fund. The District shall pay any additional costs attributable to it as set forth in the Indenture other than the fees, costs and expenses so payable from the Costs of Issuance Fund.

Section 9. Limited Liability. Notwithstanding anything to the contrary contained herein or in the Note or in any other document mentioned herein or related to the Note or to the Bonds, the District shall not have any liability hereunder or by reason hereof or in connection herewith or with the transactions contemplated hereby except to the extent payable from moneys available therefor as set forth in Section 8 of the Resolution.

Section 10. No Assignment. The Purchase Agreement has been made by the District and the Authority, and no person other than the District and the Authority or their successors or assigns shall acquire or have any right under or by virtue of the Purchase Agreement. All of the representations, warranties and agreements contained in the Purchase Agreement shall survive the delivery of and payment by the Authority for the Note and any termination of the Purchase Agreement.

Section 11. Applicable Law. The Purchase Agreement shall be interpreted, governed and enforced in accordance with the laws of the State of California.

Section 12. Effectiveness. The Purchase Agreement shall become effective upon the execution hereof by the Authority and execution of the Pricing Supplement by the District, and the Purchase Agreement, including the Pricing Supplement, shall be valid, binding and enforceable from and after the time of such effectiveness.

Section 13. Severability. In the event any provision of the Purchase Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 14. Headings. Any headings preceding the text of several sections hereof shall be solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction or effect.

Section 15. Execution in Counterparts. This Purchase Agreement may be executed and entered into in several counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Purchase Agreement to be executed by their duly authorized representatives as of the Purchase Date. The District shall execute this Purchase Agreement by executing and delivering the Pricing Supplement.

CALIFORNIA COMMUNITY COLLEGE
FINANCING AUTHORITY

By:
Executive Director

Exhibit A

Pricing Confirmation Supplement

District: _____

Pricing Information

Principal Amount of Note: \$ _____

Interest Rate on Note: _____%

Re-Offering Yield: _____%

Net Interest Cost: _____%

Default Rate: _____%

Purchase Price: \$ _____

Less: Costs of Issuance: _____%

Deposit to Proceeds Account: \$ _____

Important Dates

Purchase Date: ___/___/2006

Closing Date: ___/___/2006

Maturity Date: ___/___/2007

Interest Payment Date(s) ___/___/2007

___/___/2007

Principal Repayment Date: ___/___/2007

First Pledge Month: \$ _____

Pledge Amount: \$ _____

Pledge Percentage: _____%

Second Pledge Month: \$ _____

Pledge Amount: \$ _____

Pledge Percentage: _____%

The undersigned (the "Authorized Representative") certifies that he or she has reviewed the Note Purchase Agreement (the "Purchase Agreement") to which this Pricing Confirmation Supplement (the "Pricing Supplement") is attached as Exhibit A. By execution of this Pricing Supplement, the District acknowledges, agrees and directs, as the case may be, as follows:

1. Capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Purchase Agreement or, if not defined in the Purchase Agreement, in the Indenture.
2. The undersigned has been duly authorized by the Board to execute this Pricing Supplement and to take the other actions contemplated herein.
3. The representations, warranties and covenants set forth in Section 10 of the Resolution are true and correct on and as of the date hereof.
4. The information related to the District contained in the Preliminary Official Statement related to the Bonds, including the Appendices thereto, does not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.
5. The District agrees to provide the required Payment Account Deposit Certification (upon a request therefor) in accordance with the Indenture.
6. The District hereby directs the Trustee to transfer, at least five (5) Business Days (as defined in the Indenture) prior to an interest payment date, if appropriate, and the Note Maturity Date (as defined in the Indenture), the moneys in the Payment Account (if held by the Trustee) to the Bond Payment Fund (as defined in the Indenture).

IN WITNESS WHEREOF, the District has caused this Pricing Confirmation Supplement to be executed by its duly authorized representative as of the Purchase Date. By its execution and delivery of this Pricing Confirmation Supplement, the District agrees to and accepts the terms of the Purchase Agreement, including this Pricing Confirmation Supplement.

**VICTOR VALLEY COMMUNITY
COLLEGE DISTRICT**

By:

Authorized Representative

ADMINISTRATIVE SERVICES

APRIL 11, 2006

TOPIC: BID AWARDS – BID AWARDS, SPEECH DRAMA ADDITION

TO THE SUPERINTENDENT/PRESIDENT:

Bids for the construction of the Speech Drama Addition were opened March 30, 2006. This State funded project was bid utilizing multiple prime as its delivery method vs. a general contractor. This allows the District to better control pricing, time schedules, and overall construction resulting in a better finished product. This multi prime contract was broken into 20 separate construction bid packages in order to complete the project. Bid results and tabulation sheets will be brought to the April 11, 2006 board meeting as an amendment for approval.

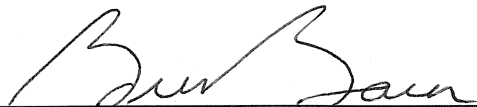
The bids have been thoroughly reviewed by the Director of Facilities Construction & Contracts and Cal K-12 the Districts Construction Manager. All recommended contractors listed on the attachment have completed the bidding process, reference checks, and post bid interviews. All are licensed in California and their bonding company is authorized to do business in California.

Fiscal impact: \$7,060,610.00 Fund 71 reimbursable expenditure

RECOMMENDATION:

It is recommended the Board of Trustees award the bids to the designated company's / contractors as listed on the attachment.

REFERENCE FOR AGENDA: YES

Signed: 
Vice President, Administrative Services

TRANSMITTED TO THE BOARD WITH A FAVORABLE RECOMMENDATION:

Signed: _____
Superintendent/President

ACTION TAKEN BY THE BOARD:

MOTION _____

SECOND _____

INFORMATION ONLY ____

HUMAN RESOURCES

APRIL 11, 2006

TOPIC: PUBLIC HEARING FOR CSEA INITIAL NEGOTIATIONS PROPOSAL

TO THE BOARD OF TRUSTEES:

CSEA requests that the board conduct a public hearing to provide the opportunity for comments on its initial proposal to the district.

1. The board president hereby declares the hearing open
2. The public may now comment on the initial proposal
3. The board president hereby declares the hearing closed

RECOMMENDATION:

It is recommended that the board hold a public hearing on the initial proposal of the CSEA to the district as listed.

REFERENCE FOR AGENDA: YES

Signed W. SANCHEZ
 Director of Human Resources

TRANSMITTED TO THE BOARD WITH A FAVORABLE RECOMMENDATION.

Signed P. Sanchez
 Superintendent/President

ACTION TAKEN BY THE BOARD:

MOTION _____

SECOND _____

Ayes ___ Noes ___

INFORMATION ONLY _____

02/28/06

CSEA'S PROPOSAL TO THE VICTOR VALLEY COMMUNITY COLLEGE DISTRICT FOR NEGOTIATIONS FOR JULY 1, 2005 THROUGH JUNE 30, 2006, ITEMS PRESENTED FOR SUNSHINING

SALARY- Effective, July 1, 2005, the classified salary schedule will be increased by 5%

HEALTH AND WELFARE BENEFITS- The District will provide for each full-time unit member, per fringe benefit year, \$11,000 effective July 1, 2005. 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.

Two Article Reopeners:

Article 24.10 Paid Administrative Leave- delete this article from our contract.

Article 13.2.3 Change language to:

Working out of class pay must be approved prior to commencement in writing by the employee's immediate supervisor or designee. The notice of authorization shall include the out of class duties to be performed and the period of time in which they are to be performed. *and the salary range they will be paid during the duration of working out of class*

ADMINISTRATIVE SERVICES

APRIL 11, 2006

TOPIC: MONTHLY FINANCIAL REPORTS

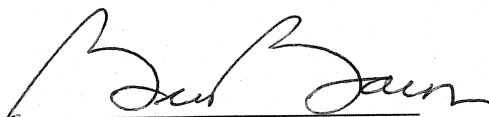
TO THE BOARD OF TRUSTEES:

Financial reports are being presented for the period ending February 28, 2006, for the General Fund (01), Debt Service Payment Fund (29), Capital Outlay Projects Fund (71), Child Development Center Fund (72), Student Center Fee Fund (73), and Insurance Trust Fund (75) and Health Trust Fund (78), ASB, Auxiliary Services, Bookstore and Federal Grant Funds.

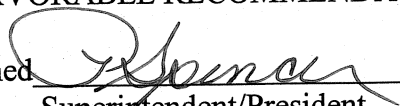
RECOMMENDATION:

This is an information only item.

REFERENCE FOR AGENDA: Yes

Signed 
Vice President Administrative Services

TRANSMITTED TO THE BOARD WITH A FAVORABLE RECOMMENDATION.

Signed 
Superintendent/President

ACTION TAKEN BY THE BOARD:

MOTION _____

SECOND _____

Ayes ___ Noes ___

INFORMATION ONLY X

VICTOR VALLEY COMMUNITY COLLEGE
2005-2006 Financial Statements
GENERAL FUND - FUND 01
As of 2/28/06

	Budget	Actual	Budget Remaining	Percentage Remaining
Beginning Fund Balance 7/1/05	\$ 2,105,263			
Revenues				
Federal	\$ 2,002,968	\$ 591,262	\$ 1,411,706	70.48%
State	\$ 33,595,823	\$ 25,868,422	\$ 7,727,401	23.00%
Local	\$ 13,103,827	\$ 5,806,184	\$ 7,297,643	55.69%
Transfers In	\$ -	\$ -	\$ -	0.00%
Total Revenues	<u>\$ 48,702,618</u>	<u>\$ 32,265,868</u>	<u>\$ 16,436,750</u>	33.75%
Expenditures				
Academic Salaries	\$ 17,590,784	\$ 10,235,807	\$ 7,354,977	41.81%
Classified Salaries	\$ 11,104,959	\$ 6,572,655	\$ 4,532,304	40.81%
Benefits	\$ 9,257,503	\$ 4,305,524	\$ 4,951,979	53.49%
Supplies	\$ 1,322,890	\$ 621,660	\$ 701,230	53.01%
Operating Expenses	\$ 7,044,582	\$ 3,478,939	\$ 3,565,643	50.62%
Capital Outlay	\$ 2,028,672	\$ 1,449,372	\$ 579,300	28.56%
Transfers, Grants, Contingency	\$ 1,297,369	\$ 152,376	\$ 1,144,993	88.25%
Total Expenditures	<u>\$ 48,349,390</u>	<u>\$ 26,663,957</u>	<u>\$ 21,685,433</u>	44.85%
 Excess Revenues/(Expenditures)	 \$ 353,228	 \$ 5,601,911		
Month Ending Fund Balance 2/28/06		\$ 7,707,174		
Projected Ending Fund Balance	\$ 2,458,491			

**VICTOR VALLEY COMMUNITY COLLEGE
2005-2006 Financial Statements
DEBT SERVICE PAYMENT - FUND 29
As of 2/28/06**

	Budget	Actual	Budget Remaining	Percentage Remaining
Beginning Fund Balance 7/1/05	\$ 38,918,502			
<u>Revenues</u>				
Local Revenues	\$ 2,721,390	\$ 1,453,822	\$ 1,267,568	46.58%
Transfers In	\$ -	\$ -	\$ -	
<u>Total Revenues</u>	<u>\$ 2,721,390</u>	<u>\$ 1,453,822</u>	<u>\$ 1,267,568</u>	46.58%
<u>Expenditures</u>				
Debt Service Payments	\$ 1,239,000	\$ 129,811	\$ 1,109,189	89.52%
<u>Total Expenditures</u>	<u>\$ 1,239,000</u>	<u>\$ 129,811</u>	<u>\$ 1,109,189</u>	
Net Change in Fund Balance	\$ 1,482,390	\$ 1,324,011		
Month Ending Fund Balance 2/28/06		\$ 40,242,513		
Projected Ending Fund Balance	\$ 40,400,892			

VICTOR VALLEY COMMUNITY COLLEGE
2005-2006 Financial Statements
CAPITAL OUTLAY PROJECTS - FUND 71
As of 2/28/06

	Budget	Actual	Budget Remaining	Percentage Remaining
Beginning Fund Balance 7/1/05	\$ 665,697			
<u>Revenues</u>				
State	\$ 22,239,000	\$ 247,394	\$ 21,991,606	98.89%
Interest Income	\$ -	\$ 11,992	\$ (11,992)	
Redevelopment	\$ 456,151	\$ 456,151	\$ -	0.00%
Local	\$ -	\$ 10,000	\$ (10,000)	
<u>Total Revenues</u>	\$ 22,695,151	\$ 725,537	\$ 21,969,614	96.80%
<u>Expenditures</u>				
Contracts	\$ -	\$ -	\$ -	
Sites	\$ -	\$ -	\$ -	0.00%
Buildings-New & Remodel	\$ 22,695,151	\$ 592,832	\$ 22,102,319	97.39%
Equipment	\$ -	\$ -	\$ -	
Transfers/Grants/Contingency	\$ -	\$ -	\$ -	0.00%
<u>Total Expenditures</u>	\$ 22,695,151	\$ 592,832	\$ 22,102,319	97.39%
 Net Change in Fund Balance	 \$ -	 \$ 132,705		
Month Ending Fund Balance 2/28/06		\$ 798,402		
Projected Ending Funding Balance	\$ 665,697			

VICTOR VALLEY COMMUNITY COLLEGE
2005-2006 Financial Statements
CHILD DEVELOPMENT CENTER - FUND 72
As of 2/28/06

	Annual Budget	YTD Actual	Budget Remaining	Percentage Remaining
Beginning Fund Balance 7/1/05	\$ 204,791			
<u>Revenues</u>				
Federal	\$ 229,216	\$ 115,941	\$ 113,275	49.42%
State	\$ 697,638	\$ 290,217	\$ 407,421	58.40%
Local	\$ 36,346	\$ 16,165	\$ 20,181	55.52%
Transfers In	\$ -	\$ -	\$ -	
<u>Total Revenues</u>	\$ 963,200	\$ 422,323	\$ 540,877	56.15%
<u>Expenditures</u>				
Academic Salaries	\$ 435,184	\$ 230,063	\$ 205,121	47.13%
Classified Salaries	\$ 263,140	\$ 141,780	\$ 121,360	46.12%
Benefits	\$ 213,070	\$ 137,943	\$ 75,127	35.26%
Instructional Supplies	\$ 47,406	\$ 20,307	\$ 27,099	57.16%
Operating Expenses	\$ 4,400	\$ 891	\$ 3,509	79.75%
Reserve/Contingencies	\$ -	\$ -	\$ -	0.00%
<u>Total Expenditures</u>	\$ 963,200	\$ 530,984	\$ 432,216	44.87%
 Net Change in Fund Balance	 \$ -	 \$ (108,661)		
 Month Ending Fund Balance 2/28/06		 \$ 96,130		

VICTOR VALLEY COMMUNITY COLLEGE
2005-2006 Financial Statements
STUDENT CENTER FEE - FUND 73
As of 2/28/06

	Budget	Actual	Budget Remaining	Percentage Remaining
Beginning Fund Balance 7/1/05	\$ 8,170			
<u>Revenues</u>	\$ 101,000	\$ 46,832	\$ 54,168	53.63%
<u>Expenditures</u>				
Transfers Out	\$ 101,000	\$ 46,701	\$ 54,299	53.76%
Net Change in Fund Balance	\$ -	\$ 131		
Month Ending Fund Balance 2/28/06		\$ 8,301		

VICTOR VALLEY COMMUNITY COLLEGE
2005-2006 Financial Statements
HEALTH TRUST FUND - FUND 75
As of 2/28/06

	Budget	Actual	Budget Remaining	Percentage Remaining
Beginning Fund Balance 7/1/05	\$ 20,093			
<u>Revenues</u>				
Interest Income	\$ 1,200	\$ 327	\$ 873	72.75%
Transfers In	\$ 10,000	\$ 5,986	\$ 4,014	0.00%
<u>Total Revenues</u>	<u>\$ 11,200</u>	<u>\$ 6,313</u>	<u>\$ 4,887</u>	43.63%
<u>Expenditures</u>				
Reserve For Contingencies	\$ 11,000	\$ -	\$ 11,000	100.00%
<u>Total Expenditures</u>	<u>\$ 11,000</u>	<u>\$ -</u>	<u>\$ 11,000</u>	
 Net Change in Fund Balance	 \$ 200	 \$ 6,313		
Month Ending Fund Balance 2/28/06		\$ 26,406		
 Projected Ending Fund Balance	 \$ 20,293			

VICTOR VALLEY COMMUNITY COLLEGE
2005-2006 Financial Statements
SELF INSURANCE TRUST - FUND 78
As of 2/28/06

	Budget	Actual	Budget Remaining	Percentage Remaining
Beginning Fund Balance 7/1/05	\$ 232,954			
<u>Revenues</u>				
Interest Income	\$ 1,900	\$ 3,192	\$ (1,292)	-68.00%
Miscellaneous Income	\$ -	\$ 4,394	\$ (4,394)	
Transfers In	\$ -		\$ -	
<u>Total Revenues</u>	\$ 1,900	\$ 7,586	\$ (5,686)	12.47%
<u>Expenditures</u>				
Supplies	\$ -	\$ -	\$ -	
Contracted Services	\$ 40,000	\$ 35,012	\$ 4,988	12.47%
New Equipment	\$ -	\$ -	\$ -	0.00%
Reserve for Contingencies	\$ -	\$ -	\$ -	
<u>Total Expenditures</u>	\$ 40,000	\$ 35,012	\$ 4,988	12.47%
 Net Change in Fund Balance	 \$ (38,100)	 \$ (27,426)		
Month Ending Fund Balance 2/28/06		\$ 205,528		
 Projected Ending Fund Balance	 \$ 194,854			

VICTOR VALLEY COMMUNITY COLLEGE
2005-2006 Financial Statements
RAMS BOOKSTORE
As of 2/28/06

	Budget	Actual	Budget Remaining	Percentage Remaining
Beginning Fund Balance 7/1/05	\$ 803,621			
<u>Revenues</u>	\$ 3,020,000	\$ 2,673,438	\$ 346,562	
Less: Cost of Goods Sold	\$ 2,300,000	\$ 1,995,681	\$ 304,319	
Gross Margin from Local Revenues	\$ 720,000	\$ 677,757	\$ 42,243	
Total Other Income		\$ 4,537		
<u>Total Revenues</u>	\$ 720,000	\$ 682,294	\$ 42,243	5.87%
<u>Expenditures</u>	\$ 720,000	\$ 369,525		
Estimated labor to be invoiced		\$ 74,000		
<u>Total Expenditures</u>	\$ 720,000	\$ 443,525	\$ 276,475	38.40%
Revenues/(Expenditures)	\$0	\$ 238,769		
Month Ending Fund Balance 2/28/06		\$ 1,042,390		
Projected Ending Fund Balance	\$ 803,621			

VICTOR VALLEY COMMUNITY COLLEGE
2005-2006 Financial Statements
AUXILIARY SERVICES
As of 2/28/06

	Budget	Actual	Budget Remaining	Percentage Remaining
Beginning Fund Balance 7/1/05	\$ 111,174			
<u>Revenues</u>	\$ 373,000	\$ 205,328	\$ 96,044	25.75%
Estimated "Due From" District		\$ 71,628		
<u>Total Revenues</u>	\$ 373,000	\$ 276,956		
<u>Expenditures</u>	\$ 470,000	\$ 238,218	\$ 202,598	43.11%
Estimated Labor to be invoiced "Due To" District		\$ 29,184		
<u>Total Expenditures</u>	\$ 470,000	\$ 267,402		
Revenues/(Expenditures)		\$ 9,554		
Month Ending Fund Balance 2/28/06		\$ 120,728		
Projected Ending Fund Balance	\$ 14,174			

VICTOR VALLEY COMMUNITY COLLEGE
2005-2006 Financial Statements
ASB FUND
As of 2/28/06

	Budget	Actual	Budget Remaining	Percentage Remaining
Beginning Fund Balance 7/1/05	\$ 86,030			
<u>Revenues</u>	\$ 155,000	\$ 85,723	\$ 32,889	21.22%
Estimated amount "Due From" District		\$ 36,388		
<u>Total Revenues</u>	\$ 155,000	\$ 122,111		
<u>Expenditures</u>	\$ 155,000	\$ 100,462	\$ 54,538	35.19%
<u>Total Expenditures</u>	\$ 155,000	\$ 100,462		
Revenues/(Expenditures)	\$ -	\$ 21,649		
Month Ending Fund Balance 2/28/06		\$ 107,679		
Projected Ending Fund Balance	\$ 86,030			

VICTOR VALLEY COMMUNITY COLLEGE
2005-2006 Financial Statements
FEDERAL/STATE GRANT FUNDS
As of 2/28/06

	Budget	Actual	Budget Remaining	Percentage Remaining
Beginning Fund Balance 7/1/05	\$ 65,911			
<u>Revenues</u>				
PELL	\$ 8,841,797	\$ 9,497,482	\$ (655,685)	-7.42%
SEOG	\$ 310,138	\$ 287,200	\$ 22,938	7.40%
Direct Loan	\$ 381,310	\$ 398,983	\$ (17,673)	-4.63%
Cal Grant	\$ 704,604	\$ 704,604	\$ -	0.00%
CARE	\$ 80,000	\$ 70,000	\$ 10,000	12.50%
TRIO	\$ 30,000	\$ 3,836	\$ 26,164	87.21%
EOPS	\$ 8,800	\$ -	\$ 8,800	100.00%
Total Revenues	\$ 10,356,649	\$ 10,962,105	\$ (650,420)	-6.28%
<u>Expenditures</u>				
PELL	\$ 8,841,797	\$ 9,485,174	\$ (643,377)	-7.28%
SEOG	\$ 310,138	\$ 285,200	\$ 24,938	8.04%
Direct Loan	\$ 381,310	\$ 398,982	\$ (17,672)	-4.63%
Cal Grant	\$ 704,604	\$ 413,141	\$ 291,463	41.37%
CARE	\$ 80,000	\$ 62,227	\$ 17,773	22.22%
TRIO	\$ 30,000	\$ -	\$ 30,000	100.00%
EOPS	\$ 8,800	\$ -	\$ 8,800	100.00%
Bank Charges	\$ -	\$ -	\$ -	
Origination Fee	\$ -	\$ -	\$ -	
Total Expenditures	\$ 10,356,649	\$ 10,644,724	\$ (288,075)	-2.78%
 Net Change in Fund Balance	 \$ -	 \$ 317,381		
Month Ending Fund Balance 2/28/06		\$ 383,292		
 Projected Ending Fund Balance	 \$ 65,911			

HUMAN RESOURCES

APRIL 11, 2006

TOPIC: SUBSTITUTES PROVIDED THROUGH CONTRACT

TO THE BOARD OF TRUSTEES:

The following position requires a substitute. Employees of Select Personnel will be assigned to Victor Valley College in accordance with the contract between the district and Select Personnel. Board. Approval for these individuals is not required since the board has previously approved the contractual arrangement that allows Select Personnel to assign temporary workers upon district request.

<u>Position</u>	<u>Reason for Substitute</u>
Administrative Secretary II, academic programs	Employee on medical leave

Fiscal impact: Budgeted

RECOMMENDATION:

The above information is provided for board information.

REFERENCE FOR AGENDA: No

Signed [Signature]
Director of Human Resources

TRANSMITTED TO THE BOARD WITH A FAVORABLE RECOMMENDATION.

Signed [Signature]
Superintendent/President

ACTION TAKEN BY THE BOARD:

MOTION _____

SECOND _____

Ayes ___ Noes ___

INFORMATION ONLY X _____

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