



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

Date: May 13, 2014

Place: **Closed Session:** 4:30-6 p.m. West Wing Conference Room, Victor Valley Community College, 18422 Bear Valley Road, Victorville, CA 92395

**Open Session:** 6:00 p.m. Board Room, Victor Valley Community College, 18422 Bear Valley Road, Victorville, CA 92395

### OPEN SESSION REGULAR MEETING AGENDA ~ Board Room

*Board Room Victor Valley Community College  
This meeting will be electronically recorded and web cast live at  
<http://www.vvc.edu/offices/president/webcast.html>*

**PUBLIC COMMENTS:** *The complete written request to address the Board shall be submitted at the beginning of the open session portion of the meeting. Individuals may comment after being recognized by the Board President and before Board discussion of the particular item. (Board Policy 2350)*

1. **CALL TO ORDER** 4:30 p.m.  
**ROLL CALL**  
**PLEDGE OF ALLEGIANCE**  
**ANNOUNCEMENT OF ITEMS DELETED OR CORRECTED FROM THE AGENDA**

### CLOSED SESSION ~ West Wing Conference Room

2. **CLOSED SESSION** 4:30-6 p.m.  
2.1 **ANNOUNCEMENT OF CLOSED SESSION ITEMS:**
- a) **PUBLIC EMPLOYEE APPOINTMENT**  
Government Code Section 54957  
Superintendent/President
  - b) **CONFERENCE WITH LABOR NEGOTIATIONS –**  
Government Code Section 54957.6  
District Representative: Randy Erickson  
Employee Organization: CSEA, CTA, AFT Part-Time Faculty United
  - c) **ED CODE SECTION 72122:**  
Student Discipline: Permanent Expulsion (Case No. 2013-2014-001)

- d) PUBLIC EMPLOYEE DISCIPLINE/DISSMISSAL RELEASE  
Public Employee Number 202051314  
Government Code Section 54957(b)(1)
- e) PUBLIC EMPLOYEE DISCIPLINE/DISSMISSAL/RELEASE  
Public Employee Number: 011851314  
Government Code Section 54957(b)(1)

**2.2 PUBLIC COMMENTS RELATED TO CLOSED SESSION ITEMS**

**PUBLIC COMMENTS RELATED TO CLOSED SESSION ITEMS**  
At this time, the Board of Trustees will listen to communication from the public on Closed Session items pertaining to college business. Each speaker is limited to one presentation per meeting on non agendized matters. Public comments are limited to three minutes per individual and a total of 15 minutes per topic. Speakers will be timed electronically, and all speakers will be required to address the Board from the lectern. Only those who have been recognized by the Board President will be permitted to speak. State law prohibits the Board from addressing any issues not included on the agenda. (Board Policy #2350)

**2.3 ADJOURN TO CLOSED SESSION**

**OPEN SESSION REGULAR MEETING AGENDA ~ Board Room**

**3. OPEN SESSION REGULAR MEETING 6 p.m.**

3.1 Closed Session Report

**3.2 PUBLIC COMMENTS RELATED TO CONSENT AGENDA ITEMS**

**PUBLIC COMMENTS RELATED TO CONSENT AGENDA ITEMS**  
The complete written request to address the Board shall be submitted at the beginning of the open session portion of the meeting. This is the opportunity for the public to address the Board on any Consent Agenda items. Public comments are limited to three minutes per individual and a total of 15 minutes per topic. Speakers will be timed electronically, and all speakers will be required to address the Board from the lectern. Only those who have been recognized by the Board President will be permitted to speak. (Board Policy #2350)

**4. SUPERINTENDENT/PRESIDENT'S REPORT**

- Academic Senate

- Foundation

**5. CONSENT AGENDA**

**Approval of consent items.**

**YES\_\_\_ NO\_\_\_**

5.1 Approval of the minutes of the April 8, 2014 regular Board meeting.

5.2 Memorandum of Understanding – Grid Alternatives

Ratification of the Memorandum of Understanding between Victor Valley Community College District and Grid Alternatives to provide hands-on training of photovoltaic (PV) installations to VVC's staff, students and/or job trainees in the field of solar installations. The period of this agreement is March 1, 2014 through May 31, 2014. Fiscal Impact: \$3,000.00

- 5.3 Agreement – University Enterprises Corporation at CSUSB  
Ratification of the agreement between Victor Valley Community College District and University Enterprises Corporation at CSUSB to offer not-for-credit GED and computer skills classes for parolees as part of the re-entry initiative under contract to a cohort of students. The period of this agreement is January 1, 2014 through June 30, 2014. **Fiscal Impact: \$25,000 Income to the District.**
- 5.4 Agreement – Clubcorp Spring Valley Lake Country Club  
Ratification of the agreement between Victor Valley Community College District and Clubcorp Spring Valley Lake Country Club for facility use. The period of this agreement is April 16, 2014. Fiscal Impact: \$997.92, budgeted item.
- 5.5 Independent Contractor Agreement – Jose Tereso Gonazlez (Tati's Diamond Tours)  
Ratification of the Independent Contractor Agreement between Victor Valley Community College District and Jose Tereso Gonazlez (Tati's Diamond Tours) to provide transportation for Puente Program students for travel to UC Davis, UC Berkeley, and UC Santa Cruz. The period of this agreement is April 6-9, 2014. Fiscal Impact: Not to exceed \$2,000 grant funded, budgeted item.
- 5.6 Agreement – CAE Healthcare, Inc.  
Ratification of the agreement between Victor Valley Community College District and CAE Healthcare, Inc. for premier plus maintenance support of the MetiMan simulation mannequin. This period of this agreement is May 1, 2014 through April 30, 2015. Fiscal Impact: \$4,752.00, budgeted item.
- 5.7 Contract Education – United States Forest Service  
Ratification of the contract between Victor Valley Community College District and United States Forest Service for on-site EMT recertification for USFS personnel under contract at the Danny Rhynes Regional Public Safety Center in San Bernardino, CA. The period of this agreement is from April 7, 2014 through April 9, 2014. Fiscal Impact: **\$1,500.00, Income to the District**
- 5.8 Contract Education – Mitsubishi Cement  
Ratification of the contract between Victor Valley Community College District and Mitsubishi Cement for delivery of Fire Technology training for Mitsubishi Cement personnel under contract at the VVCCD Regional Public Safety Center. The period of this agreement is April 7, 2014 through April 11, 2014. Fiscal Impact: \$5,247.00, **Income to the District.**
- 5.9 Updated and Revised Child Development Lab Classroom Family Handbook  
Approval of the Child Development Lab Classroom Family Handbook revised in April 2014. Fiscal Impact: None
- 5.10 Independent Contractor Agreement – Allan Barbish  
Ratification of the Independent Contractor Agreement between Victor Valley Community College District and Allan Barbish to provide complete sound system (includes all mics and tech services) for the May 30, 2014 commencement ceremony being held in the gymnasium. Fiscal Impact: Not to exceed \$2,200.00, budgeted item.
- 5.11 Independent Contractor Agreement – Ebmeyer Charter  
Ratification of the Independent Contractor Agreement between Victor Valley Community College District and Ebmeyer Charter to provide transportation for Upward Bound participants during the 2014/2015 academic year. The period of this agreement is July 1, 2014 through June 30, 2015. Fiscal Impact: Not to exceed \$16,000.00, grant funded, budgeted item.

- 5.12 Independent Contractor Agreement – Learn CPR 4 Life  
Ratification of the Independent Contractor Agreement between Victor Valley Community College District and Learn CPR 4 Life to provide CPR and First Aid training to eight Upward Bound Summer Academy staff to meet grant objectives as required by the U.S. Department of Education. The service period is June 9, 2014 through June 13, 2014. Fiscal Impact: \$472.00, grant funded.
- 5.13 Agreement – Laerdal Medical  
Ratification of the agreement between Victor Valley Community College District and Laerdal Medical for support with the Nursing Program's low-fidelity simulation mannequin's electronic simulation pad. The term of this agreement is for two years from acceptance date of March 28, 2014. Fiscal Impact: \$865.00, budgeted item.
- 5.14 Contract CRPM-1109 Facilities Renovation and Repair, Contractor Certification Clauses (CCC-307) and Resolution Approval  
Approval of the CDE CRPM-1109 Facilities Renovation and Repair Contract, 2013-2014. Contractor Certification Clause CCC-307 and adopt the resolution certifying the approval of the Governing Board to enter in this transaction with the California Department of Education. Fiscal Impact: \$18,903.00, Fund 72, **Income to the District**.
- 5.15 Agreement – Hi Desert Communications  
Ratification of the agreement between Victor Valley Community College District and Hi Desert Communications to service and maintain the radio repeater for the VVCCD Police Department. Terms: April 1, 2014 through June 30, 2014 fiscal Impact: \$750.00 budgeted.
- 5.16 Agreement – Hi Desert Communications  
Ratification of the agreement between Victor Valley Community College District and Hi Desert Communications to service and maintain the radio repeater for the VVCCD Police Department. Terms: July 1, 2014 through June 30, 2015 fiscal Impact: \$3,000.00 budgeted.
- 5.17 Agreement – David B. Hart  
Ratification of the agreement between Victor Valley Community College District and David B. Hart for arbitration services on February 4-5, 2014. Fiscal Impact: \$4,046.00, budgeted item.
- 5.18 Amended Agreement – Vavrinek Trine, Day & Co., LLP.  
Ratification of the agreement between Victor Valley Community College District and Vavrinek, Trine, Day & Co., LLP. The original contract was approved by the Board of Trustees at the June 14, 2011 meeting to provide audit services for up to five fiscal years. It has been determined that an additional \$10,000 is needed to develop a comprehensive indirect cost plan. Fiscal Impact: Not to exceed \$10,000.00, budgeted item.
- 5.19 Board of Trustees Payments Reports  
Approval of the Board of Trustees Payments Reports as submitted. Fiscal Impact: None
- 5.20 Agreement – Galaxy Moving Company, LLC  
Ratification of the agreement between Victor Valley Community College District and Galaxy Moving Company, LLC to provide equipment and labor to move furnishings and equipment from the Humanities Center Complex back into the Music Building. Fiscal Impact: \$3,700.00, Local Bond Funded

- 5.21 Agreement – Southern California Edison Company  
Ratification of the agreement between Victor Valley Community College District and Southern California Edison Company to provide and install a Net Generation Output Meter to measure net energy output of the College's Solar Generating Facility. This is a one-time fee required by Southern California Edison. Fiscal Impact: \$14,500.00, Local Bond Funded.
- 5.22 Agreement Renewal – A&E Inspection Services  
Ratification of the agreement between Victor Valley Community College District and A&E Inspection Services to provide Inspector of Record services as required by the Division of State Architects for District projects as they arise. The benefit of a three year agreement is to lock in the hourly rates for required inspection services with no escalation fees. This company was selected by the District through the Request for Proposal (RFP) and interview process. Fiscal Impact: Will be determined and brought to the Board on a project basis as determined by the fee schedule.
- 5.23 Agreement – Bell Mountain Enterprise, Inc. dba Hi Desert Alarm  
Ratification of the agreement between Victor Valley Community College District and Bell Mountain Enterprise, Inc. dba Hi Desert Alarm to furnish and install a new alarm system in the Music Building #20. Funding for this work is part of the overall budgeted project cost approved for the Music project. Fiscal Impact: \$4,628.82, Local Bond Funded.
- 5.24 Agreement – Shipley Construction & Plumbing  
Ratification of the agreement between Victor Valley Community College District and Shipley Construction & Plumbing to install a hopper at the Regional Public Safety Training Center. Fiscal Impact: \$11,400.00, Fund 71.
- 5.25 Agreement – Golden State Labor Compliance, LLC  
Ratification of the agreement between Victor Valley Community College District and Golden State Labor Compliance, LLC to provide labor compliance services during the construction of the Dr. Prem Reddy Health Science Building, a local bond funded project. Fiscal Impact: \$37,889.00, bond funded.
- 5.26 Agreement Renewal – Package Products & Services, Inc.  
Ratification of the renewal agreement between Victor Valley Community College District and Package Products & Services, Inc. for Opra Software which is the work order system used by Maintenance and Operations for fiscal year 2014-2015. Fiscal Impact: \$5,384.92, budgeted item.
- 5.27 Agreement Renewal – B3 Backflow, Inc.  
Ratification of the renewal agreement between Victor Valley Community College District and B3 Backflow, Inc. to provide annual testing of approximately 24 backflow preventers located throughout the main campus and at the Regional Public Safety Training Center for the 2014-2015 fiscal year. Fiscal Impact: \$1,800.00, budgeted item.
- 5.28 Agreement Renewal – Dewey Pest Control  
Ratification of the renewal agreement between Victor Valley Community College District and Dewey Pest Control to provide pest control services as needed to the main campus for the 2014-2015 fiscal year. Fiscal Impact: \$6,000.00, budgeted item.

- 5.29 Agreement Renewal – Dewey Pest Control  
Ratification of the renewal agreement between Victor Valley Community College District and Dewey Pest Control to provide pest control services as needed for the Regional Public Safety Training Center for the 2014-2015 fiscal year. Fiscal Impact: \$2100.00, budgeted item.
- 5.30 Agreement Renewal – The Liquidation Center  
Ratification of the renewal agreement between Victor Valley Community College District and The Liquidation Center to supply auctioneer services for the disposal of surplus equipment no longer of use or value to the college under Education Code 81450 for the 2014-2015 fiscal year. Fiscal Impact: **Revenue to the District**
- 5.31 Agreement Renewal – Porter Boiler Services  
Ratification of the renewal agreement between Victor Valley Community College District and Porter Boiler Services to provide inspection and maintenance service on three (3) Raypak boilers and (2) Bryan boilers for 2014-2015 fiscal year. Fiscal Impact: \$6,630.00, budgeted item.
- 5.32 Agreement Renewal – ANA Septic  
Ratification of the renewal agreement between Victor Valley Community College District and ANA Septic for pumping services and a once annual jetting of plumbing lines connected to the grease interceptor at the Student Activities Center for the 2014-2015 fiscal year. Fiscal Impact: \$2,030.00, budgeted item.
- 5.33 Agreement Renewal – Tricade  
Ratification of the renewal agreement between Victor Valley Community College District and Tricade to purchase VMware Horizon View 5 Bundle with one year support. This desktop virtualization solution delivers a wide array of features to end users while reducing IT cost and giving greater policy control. Term: 3/25/14-3/24/15 (Item #IN-68, on the Campus Technology Project list) Fiscal Impact: \$13,282.50, Fund 71
- 5.34 Agreement Renewal – Digicert  
Ratification of the renewal agreement between Victor Valley Community College District and Digicert to purchase a three year WildCard Plus Certificate service, to encrypt communications on Victor Valley College District servers as needed. Term: 3/25/14-3/24/17 (Item #IN-67, on the Campus Technology Project list) Fiscal Impact: \$1,282.00, budgeted item.
- 5.35 Agreement Renewal – Comodo  
Ratification of the renewal agreement between Victor Valley Community College District and Comodo to purchase one year SSL (Secure Socket Layer) domain certificates to maintain the security of Victor Valley College systems internally and externally. Term: 6/14/14-6/13/15. Fiscal Impact: \$843.00, budgeted item.
- 5.36 Agreement Renewal – Dell, Inc.  
Ratification of the renewal agreement between Victor Valley Community College District and Dell, Inc. for KACE 1000 and 2000 Series. The KACE 1000 provides remote support, inventory control, and help desk support. The KACE 2000 includes disk imaging; Windows Network OS install and pre-post deployment automation. Term: 5/7/14-5/7/15. Fiscal Impact: \$15,000.00, budgeted item.

- 5.37 Agreement – Quickstart  
Ratification of the agreement between Victor Valley Community College District and Quickstart to purchase a pre-pay training program for 12 months of technical training. Term: 6/1/14-5/31/15. (Item #IN-66, on the Campus Technology Project list) Fiscal Impact: \$30,000.00, budgeted item.
- 5.38 Agreement Renewal – Visual Click Software, Inc.  
Ratification of the agreement between Victor Valley Community College District and Visual Click Software, Inc. for licensing, maintenance and support for the 1900 enabled user objects, which will allow VVC to monitor servers at Victor Valley College. Term: 6/2/14-6/1/15. Fiscal Impact: \$11,185.88, budgeted item.
- 5.39 Curriculum Changes  
Approval of the curriculum changes made on March 13, 2014, March 27, 2014, and April 24, 2014 and have been recommended by the College Curriculum Committee. Fiscal Impact: None
- 5.40 Amendment #1 to Sub-recipient Contract Agreement – Victor Valley Union High School District  
Approval of Amendment #1 to Sub-recipient Contract Agreement – Victor Valley Union High School District, originally approved at the June 11, 2013 Board of Trustees meeting, increasing the original allocation by \$50,000.00. The term of this agreement goes through July 14, 2014. Fiscal Impact: An increase of \$50,000.00, GEAR UP federally funded grant
- 5.41 Contract – Coast Lights and Sirens Inc.  
Ratification of the agreement between Victor Valley Community College District and West Coast Lights and Sirens Inc. to install lights and siren in the Chevrolet Impala. The agreement covers both the labor to install the equipment and the equipment. Fiscal Impact: \$3,595.00, budgeted item.
- 5.42 Agreement Amendment – Ferrilli Information Group  
Ratification of the amended agreement between Victor Valley Community College District and Ferrilli Information Group to purchase a 4-month prorated maintenance extension for Transport Management Interface (TMI). Term: 2/13/14-6/30/14. (Item #IN-69, on the Campus Technology Project list). Fiscal Impact: \$700.00, budgeted item.
- 5.43 Independent Contractor Agreement – Barbish Audio Systems  
Ratification of the Independent Contractor Agreement between Victor Valley Community College District and Barbish Audio Systems to supply professional audio/sound for the Dr. Prem Reddy Health and Sciences Building Ground Breaking Ceremony May 16, 2014. Fiscal Impact: \$750.00.
- 5.44 Independent Contractor Agreement – Reflections Catering  
Ratification of the Independent Contractor Agreement between Victor Valley Community College District and Reflections Catering to supply catering services for the Dr. Prem Reddy Health and Sciences Building Ground Breaking Ceremony May 16, 2014. Fiscal Impact: \$1,252.00.
- 5.45 Contract – Bear Valley Party Rentals  
Ratification of the Independent Contractor Agreement between Victor Valley Community College District and Bear Valley Party Rentals to supply professional party equipment and set-up of such items for the Dr. Prem Reddy Health and Sciences Building Ground Breaking Ceremony May 16, 2014. Fiscal Impact: \$2,435.95.

## ACTION AGENDA

### PUBLIC COMMENTS RELATED TO ACTION ACTIONS

The complete written request to address the Board shall be submitted at the beginning of the open session portion of the meeting. Individuals who want to comment on action items may do so after being recognized by the Board President and before Board discussion of the particular item during the meeting. Comments are limited to three minutes per individual and a total of 15 minutes per topic. Speakers will be timed electronically, and all speakers will be required to address the Board from the lectern. Only those who have been recognized by the Board President will be permitted to speak. (Board Policy #2350)

#### 6. BOARD OF TRUSTEES

- 6.1 Separate approval of items pulled from consent agenda YES \_\_\_ NO \_\_\_

#### 8. INSTRUCTION

- 8.1 Contract Education – Hesperia High School  
Ratification of the contract between Victor Valley Community College District and Hesperia High School to conduct eight for-credit classes to a cohort of Hesperia High School students. Fiscal Impact: **\$306,000.00, projected income to the District**

#### 10. ADMINISTRATIVE SERVICES

- 10.1 Renewal of MOU with Victor Valley College Foundation YES \_\_\_ NO \_\_\_

Approval of the renewal of the Memorandum of Understanding with the Victor Valley College Foundation to continue resource development activities for the benefit of the District. This MOU shall be for a period of 42 months from January 1, 2015-June 30, 2017 after which it may be renewed for successive 3-year terms. The District retains the right to cancel the MOU with 60 days written notice. Fiscal Impact: None (any funds required to support this renewal will be offset by new revenue).

- 10.2 Purchase – Dell Inc. YES \_\_\_ NO \_\_\_

Approval to purchase computer equipment from Dell, Inc. The computers will replace aging equipment at various locations across campus. (Item #I-20 on the Campus Technology Project list). Fiscal Impact: \$79,478.48, Fund 71.

#### 13. REPORTS (3 minute limit per report)

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

- 13.1 Employee Groups
- a) CTA
  - b) CSEA
  - c) AFT Part-Time Faculty United
  - d) Management

#### 14. PUBLIC COMMENTS RELATED TO NON-AGENDA ITEMS

At this time, the Board of Trustees will listen to communication from the public on non-agendized items pertaining to college business. Each speaker is limited to one presentation per meeting on non-agendized matters. Public comments are limited to three minutes per individual and a total of 15 minutes per topic. Speakers will be timed electronically, and all speakers will be required to address the Board from the lectern. Only those who have been recognized by the Board President will be permitted to speak. State law prohibits the Board from addressing any issues not included on the agenda. (Board Policy #2350)



**15. BOARD COMMUNICATION**

*At this time, the Board of Trustees will report on matters related to attendance at conferences, professional affiliations, and community involvement directly related to their functions as Board members.*

**16. ADJOURNMENT**

YES \_\_\_ NO \_\_\_

It is the intention of Victor Valley Community College District to comply with the Americans with Disabilities Act in all respects. Any person with a disability may request that this agenda be made available in an appropriate alternative format. A request for a disability-related modification or accommodation may be made by a person with a disability who requires a modification or accommodation in order to participate in the public meeting to Trinda Best, Victor Valley College, 18422 Bear Valley Road, Victorville, California 92395-5849, (760) 245-4271, Ext. 2455, 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 REGULAR MEETING OF THE BOARD OF TRUSTEES Minutes

Date: April 8, 2014

Place: Closed Session: 4-6 p.m. West Wing Conference Room, Victor Valley Community College, 18422 Bear Valley Road, Victorville, CA 92395

Regular Meeting: 6 p.m. Board Room Victor Valley Community College  
18422 Bear Valley Road, Victorville, CA 92395

### AGENDA ~ Board Room

*Board Room Victor Valley Community College*

- 1. CALL TO ORDER** **4 p.m.**  
The Board of Trustees of Victor Valley Community College District met in Open Session on April 8, 2014 in the Board Room of the Administration Building. Board President Henderson called the meeting to order at 4 p.m.

**TRUSTEE ROLL CALL:** Dennis Henderson, President; Joseph W. Brady, Vice President; John Pinkerton, Clerk; Brandon Wood, Trustee; Lorrie Denson, Trustee, Evelyn Blanco, Student Trustee and Peter Allan

*Brandon Wood arrived at 4:08 p.m.*

**PLEDGE OF ALLEGIANCE**

Deedee Orta led the Pledge of Allegiance to the Flag.

**ANNOUNCEMENT OF ITEMS DELETED OR CORRECTED FROM THE AGENDA:**

Agenda item 6.5 should read there are 6 individuals running for 4 seats.

**ANNOUNCEMENT OF ITEMS TO BE CONSIDERED IN CLOSED SESSION**

**PUBLIC COMMENTS RELATED TO CLOSED SESSION AGENDA ITEMS:**

### CLOSED SESSION ~ West Wing Conference Room

- 2. CLOSED SESSION** **4-6 p.m.**
- 2.1 ANNOUNCEMENT OF CLOSED SESSION ITEMS:**
- 2.1 ANNOUNCEMENT OF CLOSED SESSION ITEMS:**
- a) PUBLIC EMPLOYEE APPOINTMENT  
Government Code Section 54957  
Superintendent/President
  - b) CONFERENCE WITH LABOR NEGOTIATIONS –

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**BOARD OF TRUSTEES:** Dennis Henderson, Joseph W. Brady, John Pinkerton, Brandon Wood, Lorrie Denson, ASB Member

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Government Code Section 54957.6  
District Representative: Randy Erickson  
Employee Organization: CSEA, CTA, AFT Part-Time Faculty United

c) PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE

Public Employee Number: 0113040814  
Government Code Section 54957(b)(1)

d) PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE

Public Employee Number: 2020040814  
Government Code Section 54957(b)(1)

2.2 **PUBLIC COMMENTS RELATED TO CLOSED SESSION ITEMS:** None

At 4:02 p.m. Board President Henderson recessed to Closed Session

## REGULAR MEETING AGENDA

### Board Room

3. **OPEN SESSION**

- 3.1 Closed Session Report: Board President Henderson reconvened the meeting at 6 p.m. and Jeff Morris, Legal Counsel reported that on item a) an update was provided to the Board, no action, item b) update to the Board and direction provided to the negotiator, c) no action was taken item and will be continued, d) action was taken and the employee will be notified

3.2 **PUBLIC COMMENTS RELATED TO CONSENT AGENDA ITEMS:** None

4. **Superintendent/President's Report:**

A prayer was led by Trustee Denson for a past VVCCD Board member, Carolee Stater whose health is failing and a student worker who recently lost his life, Frank Gascon. Tim Adell spoke on student accomplishments with the honors program and the success of the Model United Nations team.

Academic Senate: Tracy Davis spoke on the shared governance process and guidelines. The Academic Senate feels that academically and professionally, Board Policies 2515, 2520 and 2525 all have the potential to reduce course offerings, thereby lengthening the time it takes for students to reach their educational goals; reduce the number of faculty available to teach needed courses; and does not specify how the substantial reserves, from taxpayer money, will actually be spent. Therefore, the Academic Senate recommends that Board Policies 2515 and 2520 be referred to the Academic Senate and to College Council so they, too, can be vetted appropriately to the campus constituencies and demonstrate that the Board of Trustees is committed to Shared Governance. The impact of not hiring full-time faculty was presented. A report was distributed highlighting those programs on the 2013 priority list that haven't been filled. Counselors and Librarians see hundreds of students, yet both are severely understaffed, affecting students. With the implementation of the Student Support Act, which requires all students to have an Ed plan, our counselors, suffer with a ratio of 1 counselor to 1522 students, which is over the limit recommended by the state of 1:750.

Foundation: Don Brown reported on the recent \$2M contribution from Dr. Prem Reddy which will help complete and equip the new Health Sciences Building. This is the the biggest gift in VVC's 53 year history. The building will be named in his honor following Board Policy 6620 which is on tonight's agenda for approval.

**5. CONSENT AGENDA**

It was MSC (Brady/Wood, 4-0) to approve the consent items in one action with agenda item 5.8 pulled by Trustee Wood, agenda item 5.9 pulled by Trustee Denson and agenda item 5.18 pulled by Trustee Pinkerton separate discussion by Trustee Wood.

5.1 Approval of the minutes of the February 11 2014 and March 11, 2014 regular Board meeting.

5.2 License Renewal – Chariot Software Group

Ratification of the agreement between Victor Valley Community College District and Chariot Software Group to provide Webgrade Internet services for the management of student grades for instructors at Victor Valley Community College District. Fiscal Impact: \$1,245.00, budgeted item.

5.3 Out of State Travel – Students – Orlando, FL

Approval of the out-of-state travel for staff/students listed to travel to Orlando, FL to attend the Phi Theta Kappa Academy and International Conference April 23 – 27, 2014. Fiscal Impact: \$15,000, budgeted item Phi Theta Kappa Chapter.

5.4 Agreement – 3M Security System Renewal

Ratification of the agreement between Victor Valley Community College District and 3M Security System Renewal to provide a security and theft prevention system for the library. Term: 5/7/14-5/6/15. Fiscal Impact: \$1,621.00, budgeted item.

5.5 Agreement Renewal – Harland Technology Services

Ratification of the agreement between Victor Valley Community College District and Harland Technology Services to provide maintenance on the Scantron Scanner System. This system is used by the Research Office to process district-wide evaluations and surveys. Term: 5/1/14-4/30/15. Fiscal Impact: \$1,250.00, budgeted item.

5.6 Out-of-Country Travel - Asia

Approval of out-of-country travel to Southeast Asia from June 23, 2014 through July 17, 2014. The travel is required of students who are registered in Biology 98/250. Students will be accompanied by Professor Biology, Dr. Hinrich Kaiser. Fiscal Impact: None, all expenses will be borne by the students and Dr. Kaiser.

5.7 First Amendment to Education Affiliation Agreement- Community Hospital of San Bernardino

Ratification of the First Amendment to Education Affiliation Agreement- Community Hospital of San Bernardino. The period of this agreement is March 1, 2014 through February 28, 2015. Fiscal Impact: None.

5.8 **PULLED FOR SEPARATE DISCUSSION (see item 6.1)**

Library Online Database Subscriptions.

It was MSC (Brady/Denson, 5-0) to ratify of the renewal of online database subscriptions through the Community, College Library Consortium for the period of July 1, 2014 through June 30, 2015. Fiscal Impact: \$24,114.02, budgeted item.

- 5.9 **PULLED FOR SEPARATE DISCUSSION (see item 6.1)**  
Change order – Webb Brothers Construction  
It was MSC (Brady/Denson, 5-0) to ratify the change order with Webb Brothers Construction to complete the Music Modernization project. Fiscal Impact: \$32,585.36, Bond Funded.
- 5.10 Board of Trustees Budget Transfer Request Report  
Approval of the budget transfers as submitted. Fiscal Impact: None
- 5.11 Board of Trustees Payments Report  
Approval of the Board of Trustees Payments Report. Fiscal Impact: None
- 5.12 Agreement Renewal – Namescape  
Ratification of the agreement renewal between Victor Valley Community College District and Namescape to allow management, maintenance and password changes for all student, faculty and staff accounts. Term: 4/30/14-4/29/15. Fiscal Impact: \$9,104.00, budgeted item.
- 5.13 Agreement– Trane Building Services  
Ratification of the agreement between Victor Valley Community College District and Trane Building Services to repair a leak on the economizer liquid line flange on Chiller #2 in the main Gymnasium Building #71. Fiscal Impact: \$18,468.00, Fund 71.
- 5.14 Agreement – D&G Flooring  
Ratification of the agreement between Victor Valley Community College District and D&G Flooring, Inc. for the installation of new carpet in classroom 8 of the Administration Building #10. Fiscal Impact: \$3,815.60, Fund 71.
- 5.15 Agreement – Securitech  
Ratification of the agreement between Victor Valley Community College District and Securitech to repair the control panel board for the card reader system at the Technology Center building #21. Fiscal Impact: \$750.00, Fund 71.
- 5.16 Agreement – United Rentals  
Ratification of the agreement between Victor Valley Community College District and United Rentals to rent a scissor lift to be used for custodial and maintenance work. Fiscal Impact: \$635.40, budgeted item.
- 5.17 Agreement – HITT Plumbing  
Ratification of the agreement between Victor Valley Community College District and HITT Plumbing HITT Plumbing to remove and dispose of an existing propane regulator and furnish and install a new high pressure First Stage regulator. Fiscal Impact: \$1,051.00, Fund 71.
- 5.18 **PULLED FOR SEPARATE DISCUSSION (see item 6.1)**  
Independent Contractor Agreement – Sobel Group  
It was MSC (Brady/Wood, Henderson, No, Denson Yes, Wood Yes, Pinkerton, No, Brady, Yes, 3-2)  
Ratification of the Independent Contractor Agreement between Victor Valley Community College District and Sobel Group for discrimination investigations from March 18, 2014 through June 30, 2014. Fiscal Impact: \$185 per hour plus expenses, budgeted item.

## ACTION AGENDA

### 6. BOARD OF TRUSTEES

#### 6.1 Separate approval of items pulled from consent agenda

##### 5.8 Library Online Database Subscriptions.

It was MSC (Brady/Denson, 5-0) to ratify of the renewal of online database subscriptions through the Community, College Library Consortium for the period of July 1, 2014 through June 30, 2015. Fiscal Impact: \$24,114.02, budgeted item.

##### 5.9 Change order – Webb Brothers Construction

It was MSC (Brady/Denson, 5-0) to ratify the change order with Webb Brothers Construction to complete the Music Modernization project. Fiscal Impact: \$32,585.36, Bond Funded.

##### 5.18 Independent Contractor Agreement – Sobel Group

It was MSC (Brady/Wood, Henderson, No, Denson Yes, Wood Yes, Pinkerton, No, Brady, Yes, 3-2) to ratify the Independent Contractor Agreement between Victor Valley Community College District and Sobel Group for discrimination investigations from March 18, 2014 through June 30, 2014. Fiscal Impact: \$185 per hour plus expenses, budgeted item.

#### 6.2 Public Comment: Virginia Moran

##### Second Reading of Board Policy #2515—Use and Distribution of the Guaranteed Investment Contract (“GIC”) Fund

It was motioned by Trustee Denson and seconded by Trustee Brady to approve the proposed Board Policy #2515. Fiscal Impact: None

Following discussion, it was MSC (Brady/Wood, 5-0) to return Board Policy #2515 - Use and Distribution of the Guaranteed Investment Contract (“GIC”) Fund for second reading to the vetting process involving the appropriate channels (Academic Senate and College Council and attaching a timeframe to it.

#### 6.3 Public Comment: Virginia Moran, David Gibbs, Justin Gatewood

##### **TABLED** Second Reading of Board Policy #2520—Percentage of Budget Committed to Salary and Benefits

It was motioned by Trustee Wood and seconded by Trustee Brady (5-0), to table the second reading for Board Policy #2520—Percentage of Budget Committed to Salary and Benefits and allow it to be vetted through the appropriate channels, retitled under Chapter 6 and placed on the May meeting agenda.

#### 6.4 Vote for the CCCT Board

It was MSC (Brady/Wood, 5-0) to select for Trustee Denson for one of the seven vacancies for the CCCT board. Fiscal Impact: None

- 6.5 Public Comment: Larry Hoover, Jonathan Tasker, Kathie Pfitzenreuter, Dennis Verhagen  
Spring Valley Lake Association Election  
It was MSC (Brady/Wood) to consider four (4) candidates for the election of the Spring Valley Lake Association's Board of Directors.

Following discussion it was motioned by Trustee Brady and seconded by Trustee Pinkerton, 4-1, Wood No.

## 8. INSTRUCTION

### 8.1 AB 86 Adult Education Grant

It was MSC (Wood/Brady, 5-0) to accept the AB 86 Adult Education Grant as submitted. Fiscal Impact: **\$295,332.00 to the District.**

### 8.2 Agreement – The Princeton Review

It was MSC (Brady/Denson, 5-0) to approve the agreement between Victor Valley Community College District and The Princeton Review to provide multiple SAT and ACT test preparation workshops to GEAR UP program students at GEAR UP partner school sites. The service period for this agreement is April 9, 2014 through June 26, 2014. Fiscal Impact: \$89,750.00 GEAR UP Federal Grant, budgeted item.

## 10. ADMINISTRATIVE SERVICES

### 10.1 Award Contract – EMS Expansion – Apple Valley & Main Campus

It was MSC (Brady/Denson, 5-0) to award the contract with KX2 Holdings Building Technologies Group, LP dba Climatic Building Technologies Group for the EMS Expansion Upgrade project. Fiscal Impact: \$107,227.00 State Scheduled Maintenance.

### 10.2 Agreement – Beinschroth Family Trust

It was MSC (Brady/Pinkerton, 5-0) to approve the agreement between Victor Valley Community College District and Beinschroth Family Trust for the purchase of 313 acre feet of water. The District has two wells on the VVC campus. Under the terms with the Watermaster, and the court ordered adjudication; we are allowed to pump up to a total of 144 acre feet of water from the two wells per year. Due to irrigation demands and maintenance of the upper campus lake, we pumped 379 acre feet from the Alto sub-area on VVC campus. The amount of overproduction is 235 acre feet. Fiscal Impact: \$89,205.00, budgeted item.

### 10.3 Approve Gift Agreement with Dr. Prem Reddy

It was MSC (Brady/Wood, 5-0) to approve the gift agreement with Dr. Prem Reddy and approve naming of the Dr. Prem Reddy Health Sciences Building. Fiscal Impact: **\$2 million to the District.**

## 13. REPORTS (3 minute limit per report)

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

13.1 Employee Groups

- a) CTA – Lisa Ellis
- b) CSEA – Justin Gatewood
- c) AFT Part-Time Faculty United – Lynn Glickstein
- d) Management – Robert Sewell

**14. PUBLIC COMMENTS RELATED TO NON-AGENDA ITEMS:** Donald Katona and Ed Heaberlin

**15. BOARD COMMUNICATION**

Trustee Brady: thanked the Board of Trustees for moving the meeting along tonight. He will be attending the March of Dimes event Saturday night. Would like to see a Trustee workshop early part of May. He is Concerned with the amount of money spent on legal firms. Thanked Dr. Prem Reddy for his donation.

Trustee Denson: is pleased that the Board of Trustees are working together. She recently attended two workshops at Galvin College workshops which focused on accreditation and the on the trustees role. She apologized on behalf of the Board of Trustees for not following the process in place regarding Board policies. She plans to attend more conferences to assist her to function better in her role as a Trustee.

Trustee Pinkerton: was tasked regarding the legal RFP and will be reporting back.

Trustee Wood: has enrolled in training May 2-4<sup>th</sup> at Newport Beach and hopes to report back.

Trustee Henderson: thanked Dr. Prem Reddy and the foundation for his donation.

Student Trustee Blanco: congratulated Phi Theta kappa on their achievements at the Phi Theta Kappa Academy and International Conference held in Orlando, FL. The Model UN students were congratulated on their 10<sup>th</sup> outstanding delegation award received at the National Model United Nations Conference held in New York City. Mid-March ASB students were able to voice student concerns at the American Student Association of Community Colleges conference in Washington, D.C. Upcoming events include the April 13<sup>th</sup> March of Dimes event and May 8<sup>th</sup> ASB will be hosting a candidate debate for State Assembly.

**15. ADJOURNMENT**

It was Wood/Brady approved to adjourn the meeting at 8:06 p.m.

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John Pinkerton, Clerk

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Date Approved




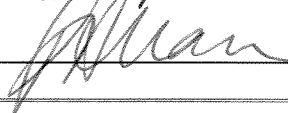
**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES  
AGENDA ITEM**

**BOARD CONSENT**  **BOARD ACTION**  **BOARD INFORMATION (no action required)**

**TOPIC:** MEMORANDUM OF UNDERSTANDING – GRID ALTERNATIVES

**SUBMITTED BY:** Pat Luther, Dean, Health Sciences, Public Safety & Industrial Technologies

**RECOMMENDED BY:** Peter Maphumulo 

**APPROVED BY:** Peter W. Allan 

**Description/Background:**

The District wishes to ratify an MOU between Victor Valley Community College District and GRID Alternatives which will provide hands-on training of photovoltaic (PV) installations to VVC's staff, students and/or job trainees in the field of solar installations. The period of this agreement is March 1, 2014 through May 31, 2014.

A copy of the MOU is available for review in the Superintendent/President's Office.

**Need:**

To provide hands-on training to staff, students and/or job trainees in the field of solar installation.

**Fiscal Impact:**

Budgeted - \$3,000

**Recommended Action:**

It is recommended by the Superintendent/President that the Board of Trustees ratify the MOU between Victor Valley Community College District and GRID Alternatives which will provide hands-on training of photovoltaic (PV) installations to VVC's staff, students and/or job trainees in the field of solar installations. The period of this agreement is March 1, 2014 through May 31, 2014.

**Legal Review:** YES  NOT APPLICABLE

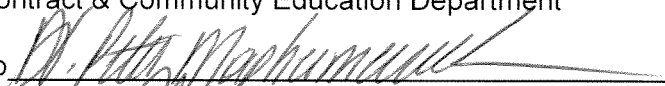
**Reference for Agenda:** YES  NO

**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES  
AGENDA ITEM**

**BOARD CONSENT**  **BOARD ACTION**  **BOARD INFORMATION (no action required)**

**TOPIC:** **AGREEMENT – UNIVERSITY ENTERPRISES CORPORATION AT CSUSB**

**SUBMITTED BY:** Rhea Deroian, Contract & Community Education Department

**RECOMMENDED BY:** Peter Maphumulo 

**APPROVED BY:** Peter W. Allan 

**Description/Background:**

The District desires to ratify an agreement between Victor Valley Community College and University Enterprises Corporation at CSUSB (UEC) to offer not-for-credit GED and computer skills classes for parolees as a part of the re-entry initiative under contract to a cohort of students. The period of this agreement is January 1, 2014 through June 30, 2014.

A copy of this agreement is available for review in the Superintendent/President's Office.

**Need:**

This agreement represents an opportunity for VVC to offer not-for-credit classes to a cohort of underserved students. These students will have the opportunity to continue their education by sitting for the GED assessment and obtaining desirable communication and computer skills.

**Fiscal Impact:**

Income to District for the 2013-2014 fiscal year: \$25,000

**Recommended Action:**

It is recommended by the Superintendent/President that the Board of Trustees ratify the agreement between Victor Valley Community College District and UEC to offer not-for-credit GED and computer skills classes for parolees as a part of the re-entry initiative under contract to a cohort of students. The period of this agreement is January 1, 2014 through June 30, 2014.

**Legal Review:** YES  NOT APPLICABLE

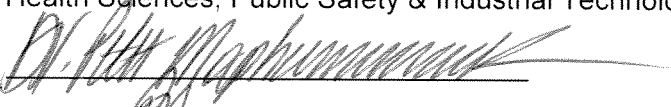
**Reference for Agenda:** YES  NO

**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES  
AGENDA ITEM**

BOARD CONSENT  BOARD ACTION  BOARD INFORMATION (no action required)

**TOPIC:** AGREEMENT - CLUBCORP SPRING VALLEY LAKE COUNTRY CLUB

**SUBMITTED BY:** Pat Luther, Dean, Health Sciences, Public Safety & Industrial Technology

**RECOMMENDED BY:** Peter Maphumulo 

**APPROVED BY:** Peter W. Allan 

**Description/Background:**

The District desires to ratify an agreement between Victor Valley Community College District and Clubcorp Spring Valley Lake Country Club for facility use. The period of this agreement is April 16, 2014.

A copy of this agreement is available for review in the Superintendent/President's Office.

**Need:**

Nursing Advisory Committee Meeting

**Fiscal Impact:**

Budgeted item - \$997.92

**Recommended Action:**

It is recommended by the Superintendent/President that the Board of Trustees ratify an agreement between Victor Valley Community College District and Clubcorp Spring Valley Lake Country Club for facility use. The period of this agreement is April 16, 2014.

**Legal Review:** YES  NOT APPLICABLE


**Reference for Agenda:** YES  NO


**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES  
AGENDA ITEM**

BOARD CONSENT  BOARD ACTION  BOARD INFORMATION (no action required)

**TOPIC:** INDEPENDENT CONTRACTOR AGREEMENT – JOSE TERESO GONZALEZ (TATI'S DIAMOND TOURS)

**SUBMITTED BY:** Paul Williams, Dean, Humanities, Arts & Social Sciences

**RECOMMENDED BY:** Peter Maphumulo 

**APPROVED BY:** Peter W. Allan 

**Description/Background:**

The District desires to ratify an Independent Contractor Agreement between Victor Valley Community College District and Jose Tereso Gonzalez (Tati's Diamond Tours) to provide transportation for Puente Program students to travel to UC Davis, UC Berkeley and UC Santa Cruz. The period of this agreement is April 6-9, 2014.

A copy of the agreement is available for review in the Superintendent/President's Office.

**Need:**

To provide charter bus transportation for Puente Program students to travel to various UC colleges.

**Fiscal Impact:**

Budgeted. Not to exceed \$2,000 – Grant funded.

**Recommended Action:**

It is recommended by the Superintendent/President that the Board of Trustees ratify an Independent Contractor Agreement between Victor Valley Community College District and Jose Tereso Gonzalez (Tati's Diamond Tours) to provide transportation for Puente Program students to travel to UC Davis, UC Berkeley and UC Santa Cruz. The period of this agreement is April 6-9, 2014.

**Legal Review:** YES  NOT APPLICABLE

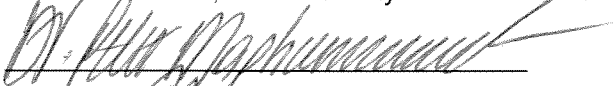
**Reference for Agenda:** YES  NO


**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES  
AGENDA ITEM**

**BOARD CONSENT  BOARD ACTION  BOARD INFORMATION (no action required)**

**TOPIC:** AGREEMENT - CAE HEALTHCARE, INC.

**SUBMITTED BY:** Pat Luther, Dean, Health Sciences, Public Safety & Industrial Technology

**RECOMMENDED BY:** Peter Maphumulo 

**APPROVED BY:** Peter W. Allan 

**Description/Background:**

The District desires to ratify an agreement between Victor Valley Community College District and CAE Healthcare, Inc., for premier plus maintenance support of the MetiMan simulation mannequin. The period of this agreement is May 1, 2014 through April 30, 2015.

A copy of this agreement is available for review in the Superintendent/President's Office.

**Need:**

For use with the Registered Nursing program's hi-fidelity MetiMan simulation mannequin.

**Fiscal Impact:**

Budgeted item - \$4752.00

**Recommended Action:**

It is recommended by the Superintendent/President that the Board of Trustees ratify an agreement between Victor Valley Community College District and CAE Healthcare, Inc., for premier plus maintenance support of the MetiMan simulation mannequin. The period of this agreement is May 1, 2014 through April 30, 2015.

**Legal Review:** YES  NOT APPLICABLE

**Reference for Agenda:** YES  NO


**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES  
AGENDA ITEM**

BOARD CONSENT  BOARD ACTION \_\_\_ BOARD INFORMATION (no action required) \_\_\_

**TOPIC:** CONTRACT EDUCATION - UNITED STATES FOREST SERVICE

**SUBMITTED BY:** James Johnson, Contract & Community Education Manager

**RECOMMENDED BY:** Peter Maphumulo 

**APPROVED BY:** Peter W. Allan 

**Description/Background:**

Representatives from the United States Forest Service approached the Department of Contract & Community Education requesting on-site EMT Recertification training for USFS personnel under contract at the Danny Rhynes Regional Public Safety Center in San Bernardino, CA. The period of this agreement is April 7, 2014 through April 9, 2014.

**Need:**

This agreement represents an opportunity for VVC to offer not-for-credit customized training to a valued member of the business community.

**Fiscal Impact:**

Income to District: \$1500.00

**Recommended Action:**

It is recommended by the Superintendent/President that the Board of Trustees ratify the contract between Victor Valley Community College District and United States Forest Service requesting on-site EMT recertification training for USFS personnel. The period of this agreement is April 7, 2014 through April 9, 2014.

**Legal Review:** YES  NOT APPLICABLE \_\_\_

**Reference for Agenda:** YES \_\_\_ NO

**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES  
AGENDA ITEM**

BOARD CONSENT  BOARD ACTION  BOARD INFORMATION (no action required)

**TOPIC:** CONTRACT EDUCATION – MITSUBISHI CEMENT

**SUBMITTED BY:** James Johnson, Contract & Community Education Manager

**RECOMMENDED BY:** Peter Maphumulo 

**APPROVED BY:** Peter Allan 

**Description/Background:**

Officials from Mitsubishi Cement approached the Contract Education Department requesting delivery of Fire Technology training for Mitsubishi Cement personnel under contract at the VVCCD Regional Public Safety Center. The period of this agreement is April 7, 2014 through April 11, 2014.

**Need:**

This agreement represents an opportunity for VVC to offer not-for-credit customized training to a valued member of the District's business community.

**Fiscal Impact:**

Income to District: \$5247.00

**Recommended Action:**

It is recommended by the Superintendent/President that the Board of Trustees ratify the contract between Victor Valley Community College District and Mitsubishi Cement requesting delivery of Fire Technology training to Mitsubishi Cement employees. The period of this agreement is April 7, 2014 through April 11, 2014.

**Legal Review:** YES  NOT APPLICABLE

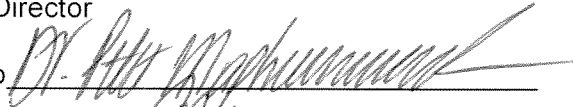
**Reference for Agenda:** YES  NO

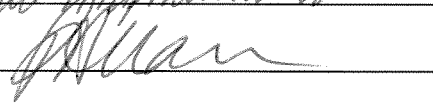
VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES  
AGENDA ITEM

BOARD CONSENT  BOARD ACTION  BOARD INFORMATION (no action required)

TOPIC: UPDATED AND REVISED CHILD DEVELOPMENT LAB CLASSROOM FAMILY HANDBOOK

SUBMITTED BY: Kelley Johnson, Director

RECOMMENDED BY: Peter Maphumulo 

APPROVED BY: Peter W. Allan 

**Description/Background:**

The California Department of Education ~ Early Education and Support Division (CDE ~ EESD) is the funding source for VVC's California State Preschool Program (CSPP). There have been many changes and updates that are reflected in the attached, revised Child Development Lab Classroom Family Handbook. This revised edition has been approved by VVC's CDE-EESD State Consultant.

**Need:**

N/A

**Fiscal Impact:**

None

**Recommended Action:**

It is recommended by the Superintendent/President that the Board of Trustees review and approve the Child Development Lab Classroom Family Handbook revised in April 2014.

Legal Review: YES  NOT APPLICABLE

Reference for Agenda: YES  NO

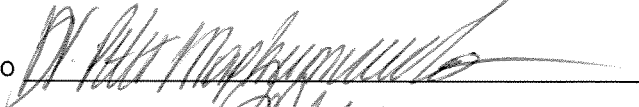


VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES  
AGENDA ITEM

BOARD CONSENT  BOARD ACTION  BOARD INFORMATION (no action required)

TOPIC: INDEPENDENT CONTRACTOR AGREEMENT - ALLAN BARBISH

SUBMITTED BY: Peter Maphumulo, Executive Vice President, Instruction & Student Services

RECOMMENDED BY: Peter Maphumulo 

APPROVED BY: Peter W. Allan 

**Description/Background:**

The District wishes to ratify an Independent Contractor Agreement with Allan Barbish to provide complete sound system (includes all mics and tech services) for the May 30, 2014 commencement ceremony being held in the gymnasium.

A copy of the agreement is available for review in the Superintendent/President's Office.

**Need:**

To provide supplemental sound support in the gymnasium.

**Fiscal Impact:**

Budgeted item. Not to exceed \$2200.

**Recommended Action:**

It is recommended by the Superintendent/President that the Board of Trustees ratify an Independent Contractor Agreement with Allan Barbish, to provide complete sound system for the May 30, 2014 commencement ceremony being held in the gymnasium.

Legal Review: YES  NOT APPLICABLE

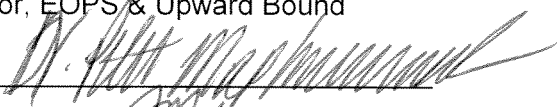
Reference for Agenda: YES  NO

**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES  
AGENDA ITEM**

BOARD CONSENT  BOARD ACTION  BOARD INFORMATION (no action required)

**TOPIC:** INDEPENDENT CONTRACTOR AGREEMENT – EBMEYER CHARTER

**SUBMITTED BY:** Carl Smith, Director, EOPS & Upward Bound

**RECOMMENDED BY:** Peter Maphumulo 

**APPROVED BY:** Peter W. Allan 

**Description/Background:**

The District desires to ratify an Independent Contractor Agreement between Victor Valley Community College District and Ebmeyer Charter to provide transportation for Upward Bound participants during the 2014/2015 academic year. The period of this agreement is July 1, 2014 through June 30, 2015.

**Need:**

To provide charter bus transportation for Upward Bound participants during the 2014/2015 academic year, including the Summer Academy field trips from and to VVC as required by the U.S. Department of Education to meet grant objectives.

**Fiscal Impact:**

Budgeted. Not to exceed \$16,000 – Grant funded.

**Recommended Action:**

It is recommended by the Superintendent/President that the Board of Trustees ratify an Independent Contractor Agreement between Victor Valley Community College District and Ebmeyer Charter to provide charter bus transportation for Upward Bound participants during the 2014/2015 academic year. The period of this agreement is July 1, 2014 through June 30, 2015.

**Legal Review:** YES  NOT APPLICABLE

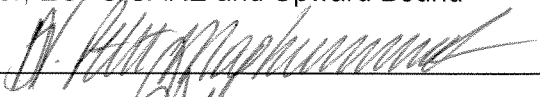
**Reference for Agenda:** YES  NO

**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES  
AGENDA ITEM**

**BOARD CONSENT X BOARD ACTION \_\_\_ BOARD INFORMATION (no action required) \_\_\_**

**TOPIC:** INDEPENDENT CONTRACTOR AGREEMENT- LEARN CPR 4 LIFE

**SUBMITTED BY:** Carl Smith, Director, EOPS/CARE and Upward Bound

**RECOMMENDED BY:** Peter Maphumulo 

**APPROVED BY:** Peter W. Allan 

**Description/Background:**

The District wishes to ratify an Independent Contractor Agreement between Victor Valley Community College District and Learn CPR 4 Life, Inc. The service period for this agreement is June 9, 2014 through June 13, 2014.

A copy of the original contract for the independent contractor listed above is available for review in the Superintendent/President's Office.

**Need:**

To provide a CPR and First Aid training workshop to eight Upward Bound Summer Academy staff to meet grant objectives as required by the U.S. Department of Education.

**Fiscal Impact:**

Budgeted. \$472.00 – Grant funded

**Recommended Action:**

It is recommended by the Superintendent/President that the Board of Trustees ratify an independent contractor agreement with Learn CPR 4 Life, to provide CPR and First Aid training workshop to eight Upward Bound Summer Academy staff to meet grant objectives as required by the U.S. Department of Education. The service period for this agreement is June 9, 2014 through June 13, 2014.

**Legal Review:** YES \_\_\_ NOT APPLICABLE X

**Reference for Agenda:** YES \_\_\_ NO X


**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES  
AGENDA ITEM**

BOARD CONSENT  BOARD ACTION  BOARD INFORMATION (no action required)

**TOPIC:** AGREEMENT - LAERDAL MEDICAL

**SUBMITTED BY:** Pat Luther, Dean, Health Sciences, Public Safety & Industrial Technology

**RECOMMENDED BY:** Peter Maphumulo 

**APPROVED BY:** Peter W. Allan 

**Description/Background:**

The District desires to ratify a service agreement between Victor Valley Community College District and Laerdal Medical for support with the Nursing Program's low-fidelity simulation mannequin's electronic simulation pad. The term of this agreement is two years from acceptance date of March 28, 2014.

A copy of this agreement is available for review in the Superintendent/President's Office.

**Need:**

For use with the Registered Nursing program's low-fidelity simulation mannequin's electronic simulation pad

**Fiscal Impact:**

Budgeted item - \$865.00

**Recommended Action:**

It is recommended by the Superintendent/President that the Board of Trustees ratify an agreement between Victor Valley Community College District and Laerdal Medical for support with the Nursing Program's low-fidelity simulation mannequin's electronic simulation pad. The term of this agreement is two years from acceptance date of March 28, 2014.

**Legal Review:** YES  NOT APPLICABLE

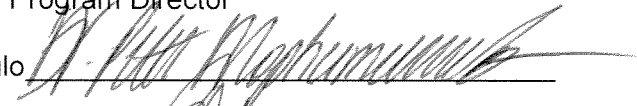
**Reference for Agenda:** YES  NO

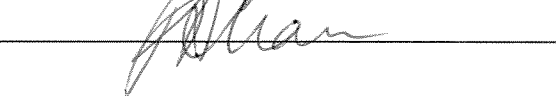
**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES  
AGENDA ITEM**

**BOARD CONSENT**  **BOARD ACTION**  **BOARD INFORMATION (no action required)**

**TOPIC:** CONTRACT CRPM-1109 FACILITIES RENOVATION AND REPAIR, CONTRACTOR CERTIFICATION CLAUSES (CCC-307) AND RESOLUTION.

**SUBMITTED BY:** Kelley Johnson, Program Director

**RECOMMENDED BY:** Peter Maphumulo 

**APPROVED BY:** Peter W. Allan 

**Description/Background:**

Submitted for approval are two (2) copies of The California Department of Education CRPM-1109 Facilities Renovation and Repair Contract, 2013-2014, Contractor Certification Clause CCC-307 and Resolution page.

**Need:**

N/A

**Fiscal Impact:**

\$18,903 to Fund 72 to maintain compliance with health and safety requirements established by state licensing regulations and to purchase equipment and materials necessary for the renovation and repair of the Child Development Lab and Program.

**Recommended Action:**

It is recommended by the Superintendent/President that the Board of Trustees approve CDE CRPM-1109 Facilities Renovation and Repair Contract, 2013-2014, Contractor Certification Clause CCC-307 and adopt the resolution certifying the approval of the Governing Board to enter in this transaction with the California Department of Education..

**Legal Review:** YES  NOT APPLICABLE

**Reference for Agenda:** YES  NO

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES  
AGENDA ITEM

BOARD CONSENT  BOARD ACTION  BOARD INFORMATION (no action required)

TOPIC: MAINTENANCE AGREEMENT BETWEEN HI DESERT COMMUNICATIONS AND VICTOR VALLEY COLLEGE CAMPUS POLICE

SUBMITTED BY: Leonard Knight, Chief of Police

RECOMMENDED BY: Leonard Knight 

APPROVED BY: Peter Allen 

Description/Background:

Site rent fee for \$250.00 per month on Quartzite Mountain for Victor Valley College Police Department Emergency Police radio repeater. The repeaters serve as the College's Police Emergency Line and after hour's response to radio calls.

Need:

Agreement between VVCCPD and Hi Desert Communications to service and maintain the Emergency Radio Communications for the Police Department.

Fiscal Impact:

\$750.00 Budgeted

Recommended Action:

It is recommended that the Board of Trustees approve the Agreement between Hi Desert Communications and Victor Valley College Campus Police Department for rental cite and maintaining the radio repeater from April 1, 2014 through June 30, 2014.

Legal Review: YES  NOT APPLICABLE

Reference for Agenda: YES  NO

**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES  
AGENDA ITEM**

**BOARD CONSENT** \_\_\_ **BOARD ACTION** X **BOARD INFORMATION (no action required)** \_\_\_

**TOPIC:** MAINTENANCE AGREEMENT BETWEEN HI DESERT COMMUNICATIONS AND VICTOR VALLEY COLLEGE CAMPUS POLICE

**SUBMITTED BY:** Leonard Knight, Chief of Police

**RECOMMENDED BY:** Leonard Knight  \_\_\_\_\_

**APPROVED BY:** Peter Allen  \_\_\_\_\_

**Description/Background:**

Site rent fee for \$250.00 per month on Quartzite Mountain for Victor Valley College Police Department Emergency Police radio repeater. The repeaters serve as the College's Police Emergency Line and after hour's response to radio calls.

**Need:**

Agreement between VVCCPD and Hi Desert Communications to service and maintain the Emergency Radio Communications for the Police Department.

**Fiscal Impact:**

\$3,000.00 Budgeted

**Recommended Action:**

It is recommended that the Board of Trustees approve the Agreement between Hi Desert Communications and Victor Valley College Campus Police Department for rental cite and maintaining the radio repeater from July 1, 2014 through June 30, 2015.

**Legal Review:** YES \_\_\_ NOT APPLICABLE X \_\_\_

**Reference for Agenda:** YES \_\_\_ NO X \_\_\_

**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES  
AGENDA ITEM**

**BOARD CONSENT**  **BOARD ACTION**  **BOARD INFORMATION (no action required)**

**TOPIC:** AGREEMENT— David B. Hart

**SUBMITTED BY:** Trinda Best

**RECOMMENDED BY:** Trinda Best *Trinda Best*

**APPROVED BY:** Peter Allan *[Signature]*

**Description/Background:**

The CTA Contract Bargaining Agreement, Article 6 and subsequently Education Code 87674 allows for a discipline matter to proceed to arbitration and be heard by a neutral hearing officer.

A copy of the original agreement is available for review in the office of the superintendent/president.

**Need:**

Pursuant to the CTA Contract Bargaining Agreement and Ed Code 87674, a hearing was conducted by a neutral hearing officer on February 4-5, 2014.

**Fiscal Impact:**

\$4,046.00 – Budgeted item

**Recommended Action:**

It is recommended that the Board of Trustees ratify the agreement with David B. Hart. for arbitration services on February 4-5, 2014.

**Legal Review:** YES  NOT APPLICABLE

**Reference for Agenda:** YES  NO

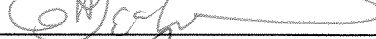


**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES  
AGENDA ITEM**

**BOARD CONSENT  BOARD ACTION  BOARD INFORMATION (no action required)**

**TOPIC:** AMENDED AGREEMENT –VAVRINEK

**SUBMITTED BY:** Karen Hardy, Fiscal Services

**RECOMMENDED BY:** G.H. Javaheripour 

**APPROVED BY:** Peter Allan 

**Description/Background:**

The District needs to increase the existing contract with Vavrinek, Trine, Day & Co., LLP. The original contract was approved by the Board of Trustees at the June 14, 2011 meeting to provide audit services for up to five fiscal years. It has been determined that an additional \$10,000.00 is needed to develop a comprehensive indirect cost plan. This Indirect Cost Proposal must be submitted by December 31, 2014 to the Department of Health & Human Service for approval of an indirect cost rate to be used by the District for federal grants, contracts and other agreements.

A copy of the original agreement is available for review in the Superintendent/President's office.

**Need:**

The work will be non-audit services to support information required to substantiate the District's claim for indirect costs for the year ending June 30, 2014.

**Fiscal Impact:**

Not to exceed \$10,000.00– Budgeted Item

**Recommended Action:**

This item has been approved by the Interim Superintendent/President, and it is recommended Board of Trustees ratify the agreement between Victor Valley College and Vavrinek, Trine, Day & Co., LLP in an amount not to exceed \$10,000.00.

**Legal Review:** YES  NOT APPLICABLE


**Reference for Agenda:** YES  NO

**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES  
AGENDA ITEM**

**BOARD CONSENT  BOARD ACTION  BOARD INFORMATION (no action required)**

**TOPIC:** BOARD OF TRUSTEES PAYMENTS REPORTS

**SUBMITTED BY:** Renee Reyes, Fiscal Services

**RECOMMENDED BY:** G.H. Javaheripour 

**APPROVED BY:** Peter Allan 

**Description/Background:**

Each month the District expends funds to conduct its operations and makes this information available to the Board of Trustees. This report reflects grouped expenditures (batches) for each fund. The details for these expenditures are available for review by the Board members in the Fiscal Services Department.

A copy of the original payment report is available for review in the Superintendent/President's office.

**Need:** N/A

**Fiscal Impact:** None

**Recommended Action:**

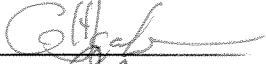

It is recommended that the Board of Trustees approve the Board of Trustees Payment Reports.

**Legal Review:** YES  NOT APPLICABLE

**Reference for Agenda:** YES  NO

**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES  
AGENDA ITEM**

**BOARD CONSENT**  **BOARD ACTION**  **BOARD INFORMATION (no action required)**

**TOPIC:** AGREEMENT – GALAXY MOVING COMPANY, LLC  
**SUBMITTED BY:** Steve Garcia, Facilities Construction  
**RECOMMENDED BY:** G.H. Javaheripour   
**APPROVED BY:** Peter Allan 

**Description/Background:**

The District wishes to enter into an agreement with Galaxy Moving Company, LLC to provide equipment and labor to move furnishings and equipment from the Humanities Center Complex back into the Music Building.

A copy of the original agreement is available for review in the Superintendent/President's office.

**Need:**

The Music Code Compliance and Renovation project is almost complete and furnishings and equipment must be moved back to the Music Building which were relocated to the Humanities Center Complex during construction.

**Fiscal Impact:**

\$3,700.00 – (Total Project budget: \$3,800,000.00) - Local Bond Funded.

**Recommended Action:**

This item has been approved by the Interim Superintendent/President, and it is recommended that the Board of Trustees ratify the agreement with Galaxy Moving Company, LLC in the amount of \$3,700.00.

**Legal Review:** YES  NOT APPLICABLE

**Reference for Agenda:** YES  NO

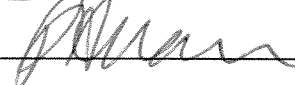
**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES  
AGENDA ITEM**

**BOARD CONSENT**  X  **BOARD ACTION**      **BOARD INFORMATION (no action required)**    

**TOPIC:** AGREEMENT – SOUTHERN CALIFORNIA EDISON COMPANY

**SUBMITTED BY:** Steve Garcia, Facilities Construction

**RECOMMENDED BY:** G.H. Javaheripour  

**APPROVED BY:** Peter Allan  

**Description/Background:**

The District wishes to enter into an agreement with Southern California Edison Company to provide and install a Net Generation Output Meter to measure net energy output of the College's Solar Generating Facility.

A copy of the original agreement is available for review in the Superintendent/President's office.

**Need:**

This is a one-time fee required by Southern California Edison to monitor energy output generated by the Districts solar producing projects.

**Fiscal Impact:**

\$14,500.00 – Local Bond Funded

**Recommended Action:**

This item has been approved by the Interim Superintendent/President, and it is recommended that the Board of Trustees ratify the agreement with Southern California Edison Company in the amount of \$14,500.00.

**Legal Review:** YES  X  NOT APPLICABLE    


**Reference for Agenda:** YES      NO  X

**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES  
AGENDA ITEM**

**BOARD CONSENT X BOARD ACTION \_\_\_ BOARD INFORMATION (no action required) \_\_\_**

**TOPIC:** AGREEMENT RENEWAL – A & E INSPECTION SERVICES

**SUBMITTED BY:** Steve Garcia, Facilities Construction

**RECOMMENDED BY:** G.H. Javaheripour 

**APPROVED BY:** Peter Allan 

**Description/Background:**

The District wishes to renew its three (3) year agreement with A & E Inspection Services to provide Inspector of Record services as required by the Division of State Architects for District projects as they arise. The benefit of a three (3) year agreement is to lock in the hourly rates for required inspection services with no escalation fees. This company was selected by the District through the Request for Proposal (RFP) and Interview process.

A copy of the original agreement is available for review in the Superintendent/President's office.

**Need:**

The Division of State Architects requires an Inspector of Record at all Community College construction projects. By entering into a long term contract, prices are set per the fee schedule with no escalation.

**Fiscal Impact:**

Fiscal Impact and funding source will be determined and brought to the Board on a project by project basis as determined by the fee schedule.

**Recommended Action:**

It is recommended that the Board of Trustees approve the agreement with A & E Inspection Services in for Division of State Architect Inspector of Record services for a three (3) year period.

**Legal Review:** YES X NOT APPLICABLE \_\_\_


**Reference for Agenda:** YES \_\_\_ NO X

**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES  
AGENDA ITEM**

**BOARD CONSENT X BOARD ACTION \_\_\_ BOARD INFORMATION (no action required) \_\_\_**

**TOPIC:** BELL MOUNTAIN ENTERPRISE, INC. dba HI DESERT ALARM

**SUBMITTED BY:** Steve Garcia, Facilities Construction

**RECOMMENDED BY:** G.H. Javaheripour 

**APPROVED BY:** Peter Allan 

**Description/Background:**

The District wishes to enter into an agreement with Bell Mountain Enterprise, Inc. dba Hi Desert Alarm to furnish and install a new alarm system in the Music Building #20. Funding for this work is part of the overall budgeted project cost approved for the Music project.

A copy of the original agreement is available for review in the Superintendent/President's office.

**Need:**

The renovated Music Building will reopen for the Fall Semester. The building must be fully equipped with a security system before reopening.

**Fiscal Impact:**

\$4,628.82 – Local Bond Funded

**Recommended Action:**

This item has been approved by the Interim Superintendent/President, and it is recommended that the Board of Trustees ratify the agreement with Bell Mountain Enterprise, Inc. dba Hi Desert Alarm in the amount of \$4,628.82.

**Legal Review:** YES \_\_\_ NOT APPLICABLE X

**Reference for Agenda:** YES \_\_\_ NO X

**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES  
AGENDA ITEM**

**BOARD CONSENT**  **BOARD ACTION** \_\_\_ **BOARD INFORMATION (no action required)** \_\_\_

**TOPIC:** AGREEMENT – SHIPLEY CONSTRUCTION & PLUMBING

**SUBMITTED BY:** Steve Garcia, Facilities Construction

**RECOMMENDED BY:** G.H. Javaheripour 

**APPROVED BY:** Peter Allan 

**Description/Background:**

The District wishes to enter into an agreement with Shipley Construction and Plumbing to install a hopper at the Regional Public Safety Training Center.

A copy of the original agreement is available for review in the Superintendent/President's office.

**Need:**

This piece of equipment is being installed at the Regional Public Safety Training Center as part of the training equipment.

**Fiscal Impact:**

\$11,400.00 – Fund 71

**Recommended Action:**

This item has been approved by the Interim Superintendent/President, and it is recommended the Board of Trustees approve the agreement with Shipley Construction and Plumbing in the amount of \$11,400.00.

**Legal Review:** YES \_\_\_ NOT APPLICABLE X

**Reference for Agenda:** YES \_\_\_ NO X

**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES  
AGENDA ITEM**

**BOARD CONSENT X BOARD ACTION \_\_\_ BOARD INFORMATION (no action required) \_\_\_**

**TOPIC:** AGREEMENT – GOLDEN STATE LABOR COMPLIANCE, LLC

**SUBMITTED BY:** Steve Garcia, Facilities Construction

**RECOMMENDED BY:** G.H. Javaheripour  \_\_\_\_\_

**APPROVED BY:** Peter Allan  \_\_\_\_\_

**Description/Background:**

The District wishes to enter into an agreement with Golden State Labor Compliance, LLC to provide labor compliance services during the construction of the Dr. Prem Reddy Health Science Building, a local bond funded project.

A copy of the original agreement is available for review in the Superintendent/President's office.

**Need:**

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 and other public works projects commencing on or after April 1, 2003 ("State Funded Projects").

**Fiscal Impact:**

\$37,889.00 – Bond Funded

**Recommended Action:**

This item has been approved by the Interim Superintendent/President, and it is recommended the Board of Trustees approve the agreement with Golden State Labor Compliance, LLC in the amount of \$37,889.00.

**Legal Review:** YES X NOT APPLICABLE \_\_\_

**Reference for Agenda:** YES \_\_\_ NO X



**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES  
AGENDA ITEM**

**BOARD CONSENT**  **BOARD ACTION**  **BOARD INFORMATION (no action required)**

**TOPIC:** AGREEMENT RENEWAL – PACKAGE PRODUCTS & SERVICES INC.

**SUBMITTED BY:** Edwin Martinez, Maintenance & Operations

**RECOMMENDED BY:** G.H. Javaheripour 

**APPROVED BY:** Peter Allan 

**Description/Background:**

The District wishes to renew its license agreement with Package Products & Services Inc. for Opra Software which is the work order system used by Maintenance and Operations for fiscal year 2014-2015.

A copy of the original agreement is available for review in the Superintendent/President's office.

**Need:**

This software is used campus-wide to submit work orders to Maintenance & Operations for custodial, grounds, warehouse and maintenance requests.

**Fiscal Impact:**

\$5,384.92 – Budgeted Item

**Recommended Action:**

This item has been approved by the Interim Superintendent/President, and it is recommended that the Board of Trustees ratify the agreement renewal with Package Products & Services Inc. in the amount of \$5,384.92.

**Legal Review:** YES  NOT APPLICABLE


**Reference for Agenda:** YES  NO

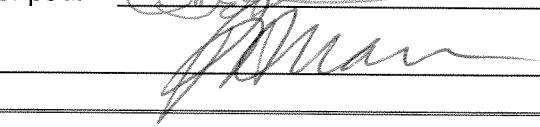
**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES  
AGENDA ITEM**

BOARD CONSENT  BOARD ACTION  BOARD INFORMATION (no action required)

**TOPIC:** AGREEMENT RENEWAL – B3 BACKFLOW, INC.

**SUBMITTED BY:** Edwin Martinez, Maintenance & Operations

**RECOMMENDED BY:** G.H. Javaheripour 

**APPROVED BY:** Peter Allan 

**Description/Background:**

The District wishes to renew its agreement with B3 Backflow, Inc. to provide annual testing of approximately 24 backflow preventers located throughout the main campus and at the Regional Public Safety Training Center for the 2014-2015 fiscal year.

A copy of the original agreement is available for review in the Superintendent/President's office.

**Need:**

This service is needed to provide annual testing of the backflow preventers on main campus and at the RPSTC.

**Fiscal Impact:**

\$1,800.00 – Budgeted Item

**Recommended Action:**


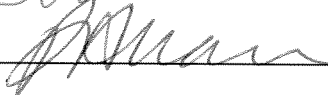
This item has been approved by the Interim Superintendent/President, and it is recommended that the Board of Trustees ratify the agreement with B3 Backflow, Inc. in the amount of \$1,800.00.

**Legal Review:** YES  NOT APPLICABLE

**Reference for Agenda:** YES  NO

**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES  
AGENDA ITEM**

**BOARD CONSENT  BOARD ACTION  BOARD INFORMATION (no action required)**

**TOPIC:** AGREEMENT RENEWAL – DEWEY PEST CONTROL  
**SUBMITTED BY:** Edwin Martinez, Maintenance & Operations  
**RECOMMENDED BY:** G.H. Javaheripour   
**APPROVED BY:** Peter Allan 

**Description/Background:**

The District wishes to renew its agreement with Dewey Pest Control to provide pest control services as needed to the main campus for the 2014-2015 fiscal year.

A copy of the original agreement is available for review in the Superintendent/President’s office.

**Need:**

This is an annual renewal to provide pest control services as needed to the main campus.

**Fiscal Impact:**

\$6,000.00 – Budgeted Item

**Recommended Action:**

This item has been approved by the Interim Superintendent/President, and it is recommended that the Board of Trustees ratify the agreement with Dewey Pest Control in the amount of \$6,000.00.

**Legal Review:** YES  NOT APPLICABLE


**Reference for Agenda:** YES  NO

**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES  
AGENDA ITEM**

**BOARD CONSENT**  **BOARD ACTION**  **BOARD INFORMATION (no action required)**

**TOPIC:** AGREEMENT RENEWAL – DEWEY PEST CONTROL

**SUBMITTED BY:** Edwin Martinez, Maintenance & Operations

**RECOMMENDED BY:** G.H. Javaheripour 

**APPROVED BY:** Peter Allan 

**Description/Background:**

The District wishes to renew its agreement with Dewey Pest Control to provide pest control services as needed for Regional Public Safety Training Center for the 2014-2015 fiscal year.

A copy of the original agreement is available for review in the Superintendent/President's office.

**Need:**

This is an annual renewal to provide pest control services as needed to the Regional Public Safety Training Center.

**Fiscal Impact:**

\$2,100.00 – Budgeted Item

**Recommended Action:**

This item has been approved by the Interim Superintendent/President, and it is recommended that the Board of Trustees ratify the agreement with Dewey Pest Control in the amount of \$2,100.00.

**Legal Review:** YES  NOT APPLICABLE


**Reference for Agenda:** YES  NO

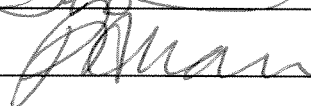
**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES  
AGENDA ITEM**

**BOARD CONSENT**  **BOARD ACTION**  **BOARD INFORMATION (no action required)**

**TOPIC:** AGREEMENT RENEWAL – THE LIQUIDATION COMPANY

**SUBMITTED BY:** Edwin Martinez, Maintenance & Operations

**RECOMMENDED BY:** G.H. Javaheripour 

**APPROVED BY:** Peter Allan 

**Description/Background:**

The District wishes to renew its agreement The Liquidation Company to supply auctioneer services for the disposal of surplus equipment no longer of use or value to the college under Education Code 81450 for the 2014-2015 fiscal year.

A copy of the original agreement is available for review in the Superintendent/President’s office.

**Need:**

This service is needed to supply auctioneer services for the disposal of surplus equipment no longer of use or value to the college under Education Code 81450.

**Fiscal Impact:**

Revenue to the District.

**Recommended Action:**

This item has been approved by the Superintendent/President, and it is recommended that the Board of Trustees ratify the agreement with The Liquidation Company.

**Legal Review:** YES  NOT APPLICABLE

**Reference for Agenda:** YES  NO

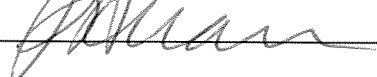
**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES  
AGENDA ITEM**

**BOARD CONSENT**  **BOARD ACTION**  **BOARD INFORMATION (no action required)**

**TOPIC:** AGREEMENT RENEWAL – PORTER BOILER SERVICES

**SUBMITTED BY:** Edwin Martinez, Maintenance & Operations

**RECOMMENDED BY:** G.H. Javaheripour 

**APPROVED BY:** Peter Allan 

**Description/Background:**

The District wishes to renew its agreements with Porter Boiler Services to provide inspection and maintenance service on three (3) Raypak boilers and (2) Bryan boilers for 2014-2015 fiscal year.

A copy of the original agreements are available for review in the Superintendent/President's office.

**Need:**

This is an annual renewal that is needed to provide maintenance service to the campus boilers.

**Fiscal Impact:**

\$6,630.00 - Budgeted Item

**Recommended Action:**

This item has been approved by the Interim Superintendent/President, and it is recommended that the Board of Trustees ratify this agreement with Porter Boiler in the amount of \$6,630.00

Legal Review: YES  NOT APPLICABLE


Reference for Agenda: YES  NO

**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES  
AGENDA ITEM**

**BOARD CONSENT**  **BOARD ACTION**  **BOARD INFORMATION (no action required)**

**TOPIC:** AGREEMENT RENEWAL – ANA SEPTIC

**SUBMITTED BY:** Edwin Martinez, Maintenance & Operations

**RECOMMENDED BY:** G.H. Javaheripour 

**APPROVED BY:** Peter Allan 

**Description/Background:**

The District wishes to renew its agreement with ANA Septic for pumping services and a once annual jetting of plumbing lines connected to the grease interceptor at the Student Activities Center for the 2014-2015 fiscal year.

A copy of the original agreement is available for review in the Superintendent/President's office.

**Need:**

This is an annual renewal that is needed to provide pumping services on the Student Activities Center grease interceptor.

**Fiscal Impact:**

\$2,030.00 – Budgeted Item

**Recommended Action:**

This item has been approved by the Interim Superintendent/President, and it is recommended that the Board of Trustees ratify the agreement with ANA Septic in the amount of \$2,030.00

**Legal Review:** YES  NOT APPLICABLE


**Reference for Agenda:** YES  NO

**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES  
AGENDA ITEM**

**BOARD CONSENT**  **BOARD ACTION**  **BOARD INFORMATION (no action required)**

**TOPIC:** AGREEMENT – TRICADE

**SUBMITTED BY:** Frank Smith, Technology & Information Resources

**RECOMMENDED BY:** G.H. Javaheripour 

**APPROVED BY:** Peter Allan 

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**Description/Background:**

The District wishes to enter into an agreement with Tricade to purchase VMware Horizon View 5 Bundle with one year support. This desktop virtualization solution delivers a wide array of features to end users while reducing IT cost and giving greater policy control. Term: 3/25/14 – 3/24/15 (Item # IN-68, on the Campus Technology Project list)

A copy of the original agreement is available for review in the Superintendent/President's office.

**Need:**

Using virtual desktop infrastructure (VDI) will reduce system costs and give the District the ability to create profiles that can be aimed at certain users, staff, or labs, which also reduces time and manpower.

**Fiscal Impact:**

\$13,282.50 – Fund 71

**Recommended Action:**

This item has been approved by the Interim Superintendent/President, and it is recommended that the Board of Trustees ratify the agreement with Tricade in the amount of \$13,282.50.

**Legal Review:** YES  NOT APPLICABLE

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**Reference for Agenda:** YES  NO

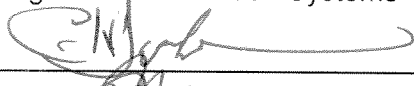



VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES  
AGENDA ITEM

BOARD CONSENT X BOARD ACTION \_\_\_ BOARD INFORMATION (no action required) \_\_\_

TOPIC: AGREEMENT – DIGICERT

SUBMITTED BY: Sergio Oklander, Management Information Systems

RECOMMENDED BY: G.H. Javaheripour 

APPROVED BY: Peter Allen 

**Description/Background:**

The District wishes to enter into an agreement with Digicert to purchase a three year WildCard Plus Certificate service, to encrypt communications on Victor Valley College District servers as needed. Term: 3/25/14 - 3/24/17. (Item # IN-67, on the Campus Technology Project list)

A copy of the original agreement is available for review in the Superintendent/President's office.

**Need:**

This service will allow VVCCD to self-provision security certificates (at a flat rate) which will be used to secure communications on servers as needed.

**Fiscal Impact:**

\$ 1,282.00 – Budgeted Item

**Recommended Action:**

This item has been approved by the Interim Superintendent/President, and it is recommended that the Board of Trustees ratify the agreement with Digicert in the amount of \$1,282.00.

Legal Review: YES X NOT APPLICABLE \_\_\_

Reference for Agenda: YES \_\_\_ NO X


**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES  
AGENDA ITEM**

**BOARD CONSENT**  **BOARD ACTION**  **BOARD INFORMATION (no action required)**

**TOPIC:** AGREEMENT RENEWAL- COMODO (LYNC, TEST & WEBADVISOR)

**SUBMITTED BY:** Frank Smith, Technology & Information Resources

**RECOMMENDED BY:** G.H. Javaheripour 

**APPROVED BY:** Peter Allan 

**Description/Background:**

The District wishes to renew the agreement with Comodo to purchase one year SSL (Secure Socket Layer) domain certificates to maintain the security of Victor Valley College systems internally and externally. Term 6/14/14 – 6/13/15.

A copy of the original agreement is available for review in the Superintendent/President's office.

**Need:**

These SSL Certificates are needed to protect user's sensitive information, so data is not intercepted by third parties.

**Fiscal Impact:**

\$843.00 – Budgeted Item

**Recommended Action:**

This item has been approved by the Interim Superintendent/President, and it is recommended that the Board of Trustees ratify the renewal agreement with Comodo in the amount of \$843.00.

**Legal Review:** YES  NOT APPLICABLE


**Reference for Agenda:** YES  NO


**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES  
AGENDA ITEM**

**BOARD CONSENT**  **BOARD ACTION**  **BOARD INFORMATION (no action required)**

**TOPIC:** AGREEMENT RENEWAL- DELL, INC. (KACE 1000/2000 SERIES)

**SUBMITTED BY:** Frank Smith, Technology & Information Resources

**RECOMMENDED BY:** G.H. Javaheripour 

**APPROVED BY:** Peter Allan 

**Description/Background:**

The District wishes to renew its maintenance and support agreement with Dell, Inc. for KACE 1000 and 2000 Series. KACE 1000 allows for central inventory of hardware, software, and third party patch management. KACE 2000 allows for rapid distribution of upgraded or new workstations on the VVC network. Maintenance and support conforms to Western States Contracting Alliance (WSCA) # B27160. Term: 5/7/14 – 5/7/15.

A copy of the original agreement and the Western States Contracting Alliance (WSCA) # B27160 are available for review in the Superintendent/President's office.

**Need:**

The KACE 1000 provides remote support, inventory control, and help desk support. The KACE 2000 includes disk imaging; Windows Network OS install and pre-post deployment automation. This allows the IT department to support and manage an ever growing number of workstations in a more efficient manner.

**Fiscal Impact:**

\$15,000.00 - Budgeted Item

**Recommended Action:**

This item has been approved by the Interim Superintendent/President, and it is recommended that the Board of Trustees ratify the renewal agreement with Dell, Inc. in the amount of \$15,000.00.

**Legal Review:** YES  NOT APPLICABLE

**Reference for Agenda:** YES  NO


**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES  
AGENDA ITEM**

**BOARD CONSENT**  **BOARD ACTION**  **BOARD INFORMATION (no action required)**

**TOPIC:** AGREEMENT – QUICKSTART

**SUBMITTED BY:** Sergio Oklander, Management Information Systems

**RECOMMENDED BY:** G.H. Javaheripour 

**APPROVED BY:** Peter Allen 

**Description/Background:**

The District wishes to enter into a Volume Purchase Agreement with QuickStart to purchase a pre-pay training program for 12 months of technical training. Term: 6/1/14 – 5/31/15. (Item # IN-66, on the Campus Technology Project list)

A copy of the original agreement is available for review in the Superintendent/President's office.

**Need:**

Technical training is needed to provide support for campus operations. Training for Management Information Systems (MIS) staff will help and support Ellucian, Colleague, Sharepoint, Image Now and other systems currently being used throughout the District.

**Fiscal Impact:**

Not to Exceed \$30,000.00 – Budgeted Item

**Recommended Action:**

This item has been approved the Interim Superintendent/President, and it is recommended that the Board of Trustees ratify the agreement with QuickStart in an amount not to exceed \$30,000.00.

**Legal Review:** YES  NOT APPLICABLE


**Reference for Agenda:** YES  NO


**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES  
AGENDA ITEM**

**BOARD CONSENT  BOARD ACTION  BOARD INFORMATION (no action required)**

**TOPIC:** AGREEMENT RENEWAL – VISUAL CLICK SOFTWARE, INC.

**SUBMITTED BY:** Frank Smith, Technology & Information Resources

**RECOMMENDED BY:** G.H. Javaheripour 

**APPROVED BY:** Peter Allan 

**Description/Background:**

The District wishes to renew its agreement with Visual Click Software, Inc. for licensing, maintenance and support for 1900 enabled user objects, which will allow VVC to monitor servers at Victor Valley College. Term, 6/2/14 – 6/1/15

A copy of the original agreement is available for review in the Superintendent/President's office.

**Need:**

This licensing is needed to maintain network and server security, allowing us to perform system/server auditing to verify proper security access to over 150 systems used at VVC in support of faculty, staff and students.

**Fiscal Impact:**

\$11,185.88 – Budgeted Item

**Recommended Action:**

This item has been approved by the Interim Superintendent/President, and it is recommended that the Board of Trustees ratify the renewal agreement with Visual Click Software, Inc. in the amount of \$11,185.88.

**Legal Review:** YES  NOT APPLICABLE

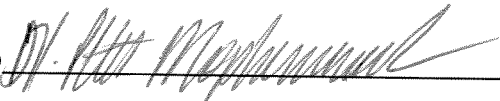
**Reference for Agenda:** YES  NO

**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES  
AGENDA ITEM**

**BOARD CONSENT** \_\_\_ **BOARD ACTION** \_\_\_ **BOARD INFORMATION (no action required)** \_\_\_

**TOPIC:** CURRICULUM CHANGES

**SUBMITTED BY:** Peter Maphumulo, Executive Vice-President of Instruction & Student Services

**RECOMMENDED BY:** Peter Maphumulo  \_\_\_\_\_

**APPROVED BY:** Peter W. Allan \_\_\_\_\_

**Description/Background:**

The College Curriculum Committee meets on a regular basis to review course changes that have been proposed by the instructional departments. The modifications in existing courses and the proposed new courses that were approved by the committee on March 13, 2014, March 27, 2014, and April 24, 2014 and are listed on the attached sheet.

A copy of the college curriculum changes is available in the President's Office for review.

**Fiscal Impact:**

None.

**Recommended Action:**

It is recommended by the Superintendent/President that the Board of Trustees approve the curriculum changes made on March 13, 2014, March 27, 2014, and April 24, 2014, and have been recommended by the College Curriculum Committee.

**Legal Review:** YES \_\_\_ NOT APPLICABLE \_\_\_ X \_\_\_

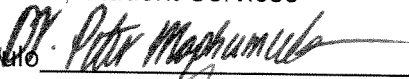
**Reference for Agenda:** YES \_\_\_ NO \_\_\_


**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES  
AGENDA ITEM**

**BOARD CONSENT**  **BOARD ACTION**  **BOARD INFORMATION (no action required)**

**TOPIC:** AMENDMENT #1 TO SUBRECIPIENT CONTRACT AGREEMENT – VICTOR VALLEY UNION HIGH SCHOOL DISTRICT

**SUBMITTED BY:** Arthur Lopez, Dean, Student Services

**RECOMMENDED BY:** Peter Maphumulo 

**APPROVED BY:** Peter W. Allan 

**Description/Background:**

The District wishes to amend the existing Subrecipient Contract Agreement with Victor Valley Union High School District, originally approved at the June 11, 2013 Board of Trustees meeting, increasing the allocation amount from \$130,000 to \$180,000. The term of this agreement goes through July 14, 2014.

**Need:**

The increase will cover anticipated 2014 summer school expenses.

**Fiscal Impact:**

An increase of \$50,000 – GEAR UP FEDERALLY FUNDED GRANT

**Recommended Action:**

It is recommended by the Superintendent/President that the Board of Trustees approve Amendment #1 to Subrecipient Contract Agreement WITH Victor Valley Union High School District, originally approved at the June 11, 2013 Board of Trustees meeting, increasing the original allocation by \$50,000. The term of this agreement goes through July 14, 2014.

**Legal Review:** YES  NOT APPLICABLE


**Reference for Agenda:** YES  NO

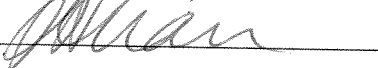
VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES  
AGENDA ITEM

BOARD CONSENT  BOARD ACTION  BOARD INFORMATION (no action required)

TOPIC: CONTRACT WITH WEST COAST LIGHTS AND SIRENS INC. AND VICTOR VALLEY COLLEGE CAMPUS POLICE

SUBMITTED BY: Leonard Knight, Chief of Police

RECOMMENDED BY: Leonard Knight 

APPROVED BY: Peter Allan 

**Description/Background:**

It is necessary for the Campus Police Department to have a contract to install lights and siren in the Chevrolet Impala. The agreement covers both the labor to install the equipment and the equipment.

**Need:**

Agreement between VVCCPD and WEST COAST LIGHTS AND SIRENS INC. for labor and equipment to install lights and siren.

**Fiscal Impact:**

\$3595.00. Budgeted

**Recommended Action:**

It is recommended that the Board of Trustees approve the Agreement between West Coast Lights and Sirens Inc. Victor Valley College Campus Police Department for labor and installation of equipment on the Chevrolet Impala.

Legal Review: YES  NOT APPLICABLE

Reference for Agenda: YES  NO




VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES  
AGENDA ITEM

BOARD CONSENT  BOARD ACTION  BOARD INFORMATION (no action required)

TOPIC: AGREEMENT AMENDMENT – FERRILLI INFORMATION GROUP

SUBMITTED BY: Sergio Oklander, Management Information Systems

RECOMMENDED BY: G.H. Javaheripour 

APPROVED BY: Peter Allan 

**Description/Background:**

The District wishes to amend its agreement with Ferrilli Information Group to purchase a 4 month pro-rated maintenance extension for Transport Management Interface (TMI). Term date beginning 2/13/14 – 6/30/14. (Item # IN-69, on the Campus Technology Project list)

The original agreement was approved and submitted to the Board of Trustees on April 13, 2013 (Item 5.6) (Item # IN-48, on the Campus Management Project list)

A copy of the original agreement is available for review in the Superintendent/President's office.

**Need:**

TMI will significantly reduce the time needed to implement the Student Success Task Force (SSTF) guidelines due to become mandatory on the 2014/15 Academic Year.

**Fiscal Impact:**

\$700.00 – Budgeted Item

**Recommended Action:**

This item has been approved by the Interim Superintendent/President, and it is recommended that the Board of Trustee ratify the amended agreement with Ferrilli Information Group in the amount of \$700.00.

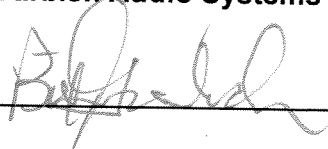
Legal Review: YES  NOT APPLICABLE

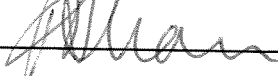
Reference for Agenda: YES  NO

**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES  
AGENDA ITEM**

BOARD CONSENT  BOARD ACTION  BOARD INFORMATION (no action required)

**TOPIC:** Independent Contractor Agreement – Barbish Audio Systems

**SUBMITTED BY:** Bill Greulich, Marketing, Public Relations 

**APPROVED BY:** Peter Allan 

**Description/Background:**

An independent contractor agreement to supply professional audio/sound for the Dr. Prem Reddy Health and Sciences Building Ground Breaking Ceremony. Materials produced through this agreement will be used for archiving, website marketing, social media, advertising, and/or publications. \$750.00 Budgeted item.

**Need:**

To provide speakers, microphones, music, and a system technician for the Ground Breaking Ceremony for the new Dr. Prem Reddy Health and Sciences Building.

**Fiscal Impact:**

\$750.00

**Recommended Action:** This item has been approved by the Superintendent/President, and it is recommended that the Board of Trustees ratify the Independent Contractor Agreement with Allan Barbish for \$750.00

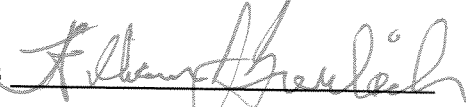
**Legal Review:** YES  NOT APPLICABLE

**Reference for Agenda:** YES  NO

**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES  
AGENDA ITEM**

BOARD CONSENT  BOARD ACTION  BOARD INFORMATION (no action required)

**TOPIC:** Independent Contractor Agreement – Reflections

**SUBMITTED BY:** Bill Greulich, Marketing, Public Relations 

**APPROVED BY:** Peter Allan 

**Description/Background:**

An independent contractor agreement to supply professional catering for the Dr. Prem Reddy Health and Sciences Building Ground Breaking Ceremony.

**Need:**

To provide catered food, beverages, and service for the Ground Breaking Ceremony for the new Dr. Prem Reddy Health and Sciences Building.

**Fiscal Impact:**

\$1252.00

**Recommended Action:** This item has been approved by the Superintendent/President, and it is recommended that the Board of Trustees ratify the Independent Contractor Agreement with Reflections for \$1252.00

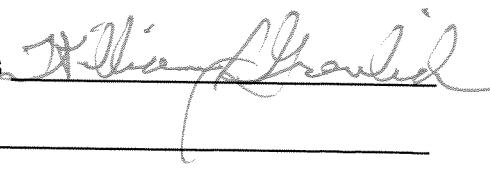
**Legal Review:** YES  NOT APPLICABLE

**Reference for Agenda:** YES  NO

**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES  
AGENDA ITEM**

BOARD CONSENT X BOARD ACTION \_\_\_ BOARD INFORMATION (no action required) \_\_\_

**TOPIC:** Contract – Bear Valley Party Rentals

**SUBMITTED BY:** Bill Greulich, Marketing, Public Relations 

**APPROVED BY:** Peter Allan 

**Description/Background:**

A contract between Victor Valley College and Bear Valley Party Rentals to supply professional party equipment and set-up of such items for the Dr. Prem Reddy Health and Sciences Building Ground Breaking Ceremony.

**Need:**

To provide rented tents, tables, chairs and other essentials for the Ground Breaking Ceremony for the new Dr. Prem Reddy Health and Sciences Building.

**Fiscal Impact:**

\$ 2435.94

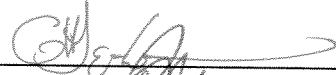

**Recommended Action:** This item has been approved by the Superintendent/President, and it is recommended that the Board of Trustees ratify the Independent Contractor Agreement with Bear Valley Party Rentals for \$ 2435.94

**Legal Review:** YES \_\_\_ NOT APPLICABLE X

**Reference for Agenda:** YES \_\_\_ NO X

**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES  
AGENDA ITEM**

**BOARD CONSENT** \_\_\_ **BOARD ACTION** X **BOARD INFORMATION (no action required)** \_\_\_

**TOPIC:** Renewal of MOU with Victor Valley College Foundation  
**SUBMITTED BY:** Ginger Ontiveros, Foundation  
**RECOMMENDED BY:** G.H. Javaheripour   
**APPROVED BY:** Peter Allan 

**Description/Background:**

The Victor Valley College Foundation has been successful in coordinating resource development activities for the District including solicitation of charitable gifts, grants, and contracts under an MOU approved in December 2011. Since this date, the Foundation has generated nearly \$7 million in support for the District.

The Foundation is prepared to continue its support in these areas in order to generate more alternative revenues for the District beyond the term of the original MOU. The District also wishes to have the Foundation continue providing services in these areas and has negotiated the attached Memorandum of Understanding to allow that renewal of the original the agreement. This MOU shall be for a period of 42 months from January 1, 2015 to June 30, 2017 after which it may be renewed for successive 3-year terms. The District retains the right to cancel the MOU with 60 days written notice.

This MOU is presented for renewal now to ensure its continued momentum and promote continuity in the staff assigned to the effort.

**Need:**

This Memorandum of Understanding is required to authorize the extension of the Foundation's resource development services to the District.

**Fiscal Impact:** None. (Any funds required to support this renewal will be offset by new revenue).

**Recommended Action:** It is recommended that the Board of Trustees approve the renewal of the Memorandum of Understanding with the Victor Valley College Foundation to continue resource development activities for the benefit of the District.

**Legal Review:** YES \_\_\_ NOT APPLICABLE \_\_\_

**Reference for Agenda:** YES \_\_\_ NO X

# Memorandum of Understanding

between

**Victor Valley Community College District**

and

**Victor Valley College District Foundation, Inc.**

This Memorandum of Understanding (hereinafter referred to as the "MOU"), made this 13<sup>th</sup> day of May, 2014 between the Victor Valley College Foundation (hereinafter referred to as "FOUNDATION") and the Victor Valley Community College District (hereinafter referred to as "DISTRICT") for the purpose of developing resources to support college programs.

## RECITALS

Whereas, the DISTRICT is a California Community College District serving the educational needs of the residents and businesses located within its district boundaries; and,

Whereas, the DISTRICT operates Victor Valley College in Victorville, California and the Victor Valley College Public Safety Training Center in Apple Valley, California; and,

Whereas, the DISTRICT recognizes the need to develop alternative resources through grants, contract education, community education and charitable programs; and,

Whereas, the FOUNDATION has expertise in providing resource development services to benefit the district in each of the aforementioned areas; and,

Whereas, the DISTRICT and the FOUNDATION expanded services provided by the FOUNDATION to the DISTRICT under a memorandum of understanding approved in December 2011; and,

Whereas, the FOUNDATION desires to continue the services provided in these area for the DISTRICT and the DISTRICT likewise wishes for the FOUNDATION to continue providing additional services as defined in this MOU; and,

Whereas, the FOUNDATION is an auxiliary organization to the DISTRICT as defined by the Attorney General of the State of California in Opinion #97-1105 and is established for the sole benefit of the DISTRICT,

THEREFORE, the parties agree to the following provisions:

### 1. PURPOSE

The purpose of this MOU is to permit the FOUNDATION to serve as the agent for the DISTRICT with regard to marketing, acquisition and management of certain resource development

activities including grant solicitation, contract education, community education and charitable giving programs, subject to the limitations of authority herein described.

## **2. TERM:**

The term of this MOU shall be for a period of three years or 42 consecutive months commencing on January 1, 2015 and ending on June 30, 2017. This MOU may be renewed for an unlimited number of successive 3 years terms provided all parties so agree in writing prior to the expiration date of the initial or any subsequent 3 year term.

## **3. RESPONSIBILITIES OF PARTIES**

The FOUNDATION will

### **GRANTS**

1. Identify and recommend grant opportunities from any and all sources that will benefit the DISTRICT mission.
2. Upon approval by the DISTRICT, develop and prepare grant proposals, negotiate partnerships as needed to facilitate projects within these proposals and coordinate submission of grant proposals on behalf of the DISTRICT.
3. Coordinate approvals required for all grant agreements.
4. Provide orientation to DISTRICT personnel who will be involved in implementing grant provisions.

### **CONTRACT EDUCATION**

5. Identify and solicit contract education clients on behalf of the college; present contract education opportunities for pre-approval to the DISTRICT prior to negotiation whenever possible.
6. Upon approval by the DISTRICT, develop contract education proposals and negotiate terms of these proposals on behalf of the DISTRICT
7. Coordinate approvals required for all contract education agreements.
8. Coordinate, subject to approval by the DISTRICT (office of instruction) the logistics of delivering contract education services including recruitment and contracting of approved faculty, and scheduling of appropriate facilities and securing supplies as needed for classes.
9. Provide orientation to DISTRICT personnel who will be involved in implementing contract education provisions.
10. Direct the invoicing of and participate in follow up with contract education clients to collect payments for services provided.

### **COMMUNITY EDUCATION**

11. Solicit proposals for community education workshops and classes; present proposals to the DISTRICT for approval.

12. Upon approval by the DISTRICT, coordinate contracts with community education instructors, identify classrooms and develop a community education program schedule for use in marketing the program.
13. Coordinate the marketing and advertising of community education classes within available DISTRICT budget.
14. Provide orientation to DISTRICT personnel including community education instructors involved in delivering classes to the public.

#### GENERAL OPERATIONS

15. Coordinate and direct charitable giving and social enterprise programs for the DISTRICT including annual fund, alumni giving, planned giving, corporate and individual major gifts, employee giving and fundraising events.
16. Participate in development of DISTRICT procedures related to the development and implementation of grants, contract education, community education and charitable giving programs.
17. Employ and manage its own staff to fulfill the terms of this agreement.
18. Provide an annual report of activities to the DISTRICT

#### The DISTRICT will

1. Provide access to DISTRICT systems necessary to carry out the terms of this MOU including purchasing, scheduling and registration.
2. Provide use of DISTRICT furniture and computer workstations as required by FOUNDATION for carrying out the terms of this MOU.
3. Provide payroll and benefit services for all FOUNDATION employees.
4. Provide access to DISTRICT resources as traditionally available to support grant solicitation, contract and community education programs.
5. Annually establish a budget for expenses, other than salaries, required to advertise and promote contract education and community education programs including printing of schedules, development of advertising and marketing materials

#### **4. LIMITS OF AUTHORITY**

Under this MOU, while the FOUNDATION will manage and market these programs on behalf of the DISTRICT, the DISTRICT retains all control of educational quality, programming, and marketing images /messages with the full right to refuse any recommendation by the FOUNDATION. The DISTRICT may deny any grant or contract proposed or secured by the FOUNDATION.

The DISTRICT's approval of any grant agreement or contract secured by the FOUNDATION will obligate the DISTRICT to performing the provisions of the award. The FOUNDATION assumes no liability for the DISTRICT's failure to perform under the terms of grants and contracts secured through this partnership.



## **5. FINANCIAL CONSIDERATIONS**

The DISTRICT agrees to carry an accounts receivable for Foundation staff salaries and benefits for up to 42 months and the FOUNDATION agrees to be responsible for repaying this obligation in cash or in-kind.

1. The DISTRICT agrees to accept the total proceeds of grants, contract education, community education and charitable contributions resulting from all FOUNDATION activities as in-kind payment for accrued salaries and benefits provided these proceeds exceed the amount owed by a ratio of at least 3:1. These in-kind proceeds will include, but not be limited to, grants, contracts, gifts and other revenues generated for the direct support of DISTRICT programs regardless of the amount of any indirect rate or profit that may be embedded within them. The DISTRICT may consider a prorated scale for acceptance of proceeds less than a 3:1 ratio as partial in-kind repayment of accrued salaries at its sole discretion. Any difference between what is accepted by the college as partial repayment and what has been accrued by the FOUNDATION shall be the responsibility of the FOUNDATION to repay directly.
2. Recognizing that the FOUNDATION is an independent organization which engages in activities beyond the scope of this agreement, the following will not be applied to the calculation of in-kind proceeds for the purpose of repayment of accrued FOUNDATION salaries:
  - Charitable donations that are used to establish unrestricted endowments within the FOUNDATION. (Proceeds from these endowments may be counted when they are distributed for the benefit of DISTRICT programs.)
  - Donations made for the purpose of student scholarships or the endowment of student scholarships.
  - Non-cash gifts valued at less than \$5,000 such as book collections, used vehicles, and consumable materials.
  - Non-cash assets held in ownership by the FOUNDATION. (Proceeds from these assets may be applied when they are distributed for the benefit of DISTRICT programs.)
3. All other proceeds not listed above will be applied to the terms of this agreement as stated in 5.1 above.

The DISTRICT administration shall develop a procedure for applying these proceeds to credit the FOUNDATION account in accordance with this MOU.

## **6. SERVICES BEYOND THE SCOPE OF THIS AGREEMENT**

Both parties agree that from time to time there may be additional services related to grants, contract education, community education and charitable giving programs for which the DISTRICT may need support. These services may include, but are not limited to, project management, administration, reporting and / or delivery of non-educational related services for grants and contracts.

The FOUNDATION will be given due consideration for the opportunity to provide these additional services as needed by the DISTRICT. When such services are required, a written amendment to this MOU which identifies the specific services requested and the financial consideration to be provided shall be approved by both parties to be incorporated herein.

## **7. CANCELLATION**

The nature of these services requires consistent development that may be disrupted by premature cancellation. For this reason, cancellation is discouraged. However, the DISTRICT shall retain the right to cancel the MOU at any time with 60 days written notice to the FOUNDATION provided the DISTRICT agrees to accept responsibility for repayment of all salaries accrued by the FOUNDATION through the date of cancellation.

## **8. DISPUTE RESOLUTION**

As this MOU is intended to promote mutual benefit of the parties involved, it is agreed that, in the event of a dispute arising from the terms of this MOU, a good faith effort shall be made to resolve the issues amicably. Should informal corrective processes fail the MOU may be terminated as set forth in Section 7.

## **9. APPROVALS AND AUTHORIZATIONS OF MOU**

Each party to this MOU ("Such Party") represents and warrants that (i) Such Party has all necessary power and authority to execute and deliver this MOU and to perform all the terms and conditions of this MOU to be performed by Such Party; (ii) no other proceedings on the part of Such Party are necessary to authorize this MOU or to perform the obligations of Such Party under this MOU; (iii) this MOU has been duly executed and delivered by Such Party and constitutes the legal, valid and binding obligations of Such Party, enforceable against Such Party and it in accordance with its terms; and (iv) the execution and delivery by Such Party of this MOU do not, and the compliance by Such Party with the provisions hereof will not conflict with, or result in any violation of, or constitute a default under any provision of the articles of incorporation or bylaws of Such Party or any other agreement binding Such Party.

## **10. INVALIDITY**

It is the intent of the parties that the provisions of this MOU are all material and necessary for achieving the goals and objectives of the parties. Accordingly, in the event that any paragraph or provision is held to be invalid or unenforceable for any reason, the parties agree to negotiate in good faith to revise the subject paragraph or provision so that it is valid and enforceable and is consistent with the intent of the parties or to sever it from the MOU while preserving the basic financial and professional relationships established herein. If after due negotiations the parties are unable to resolve the issues so as to modify the invalid and unenforceable paragraph or provision, then any party hereto shall have the right to terminate this MOU as provided in Section 9 of this MOU as written.

## **11. LIMITATIONS**

Nothing in this MOU suggests that either party shall be subject to the employment practices of the other party with respect to their own employees.

## **12. FURTHER ACTS**

Each party to this MOU agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this MOU.

## **13. CONSTRUCTION**

This MOU and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of California. Should any provision of this MOU require interpretation by a court of competent jurisdiction, it is agreed by the parties that the court interpreting this MOU shall not apply a presumption that the terms of this MOU shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party whose agent prepared such document, it being agreed that the agents of all parties have participated in the preparation of this MOU.

## **14. CAPTIONS**

Section headings are inserted in this MOU solely for the purpose of convenience of reference and shall not be construed as part of this MOU.

## **15. LEGAL EXPENSES**

If a legal proceeding is brought for the enforcement of this MOU, or because of any alleged or actual dispute, breach, default or misrepresentation in connection with any of the provisions of this MOU, the parties hereto agree that each shall bear its own attorney's fees and other costs incurred in that action or proceeding in addition to any other relief to which such party may be entitled.

## **16. NOTICES**

All notices, requests, demands, and other communications under this MOU shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or within seventy-two (72) hours after mailing, if mailed to the party to whom notice is to be given, by first class mail, postage prepaid, return receipt requested, and properly addressed to the party at the address indicated below, or any other address that any party may designate by written notice to the others.

Victor Valley College Foundation

c/o Foundation President  
18422 Bear Valley Road  
Victorville, CA 92395

Victor Valley Community College

c/o Superintendent / President  
18422 Bear Valley Road  
Victorville, CA 92395

## **17. WAIVER**

The waiver by any party hereto of a breach of any provision of this MOU by another party shall not operate or be construed as a waiver of any subsequent breach of the same provision or any other provision of this MOU.

## **18. REPRESENTATIONS OF PRIOR CONTRACTS**

Each party to this MOU ("Such Party") represents and warrants to all of the other parties that no prior contract or agreement of any kind entered into by Such Party or any prior performance by Such Party will interfere in any manner with Such Party's complete performance of Such Party's duties and obligations hereunder or with Such Party's compliance with the other terms and conditions hereof, and that Such Party has the ability to perform all of Such Party's obligations under this MOU without the participation or consent of any other person or entity.

## **19. GOVERNING DOCUMENTS / SEVERABILITY OF TERMS**

The terms of this MOU and all obligations hereunder are to be interpreted consistently with the Master Agreement. Should any term herein be inconsistent with or contrary to the terms of these, the terms of Master Agreement shall govern and the term herein shall be invalid. Should any term be deemed invalid, it shall be considered severed from this MOU and the remaining terms hereof shall remain in full force and effect.

## **20. CONFIDENTIALITY**

Both parties agree that from time to time each may be made aware of certain information believed confidential in nature. Each party agrees to keep confidential such information, as requested, or which may be deemed injurious to, or adversely affect the business of the other party.

## **21. BINDING AGREEMENT**

The rights and obligations of the parties under this MOU may not be assigned without the written consent of all parties to this MOU. However, the rights and obligations of the parties shall inure to the benefit of and shall be binding upon and enforceable by the heirs and successors of such parties.

## **22. COUNTERPARTS**

This MOU may be executed in one or more counterparts, and may be exchanged by fax transmittal, each of which shall be deemed an original, but all of which together shall constitute

one and the same instrument. In addition, the signatures to this MOU may be made by fax transmission, and the fax transmittal signature may be attached to this MOU as if it was an original.

**23. AMENDMENTS**

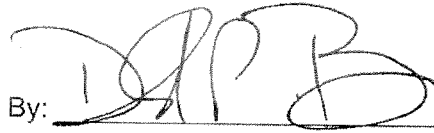
This MOU shall not be modified, amended or in any way altered except by an instrument in writing and signed by both of the parties hereto.

**24. GENDER**

As used in this MOU, the masculine, feminine, or neuter gender, and the singular or plural number shall each be deemed to include the others whenever the context so indicates.

**IN WITNESS WHEREOF**, the parties have executed this MOU as of the date first above written.

**Victor Valley College FOUNDATION**

By: 

Donald P. Brown, President

**Victor Valley Community College DISTRICT**

By: \_\_\_\_\_

Peter Allan, Interim Superintendent / President

**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES  
AGENDA ITEM**

**BOARD CONSENT** \_\_\_ **BOARD ACTION** X **BOARD INFORMATION (no action required)** \_\_\_

**TOPIC:** PURCHASE – DELL, INC.

**SUBMITTED BY:** Frank Smith, Technology & Information Resources

**RECOMMENDED BY:** G.H. Javaheripour 

**APPROVED BY:** Peter Allan 

**Description/Background:**

The District wishes to purchase computer equipment from Dell, Inc. The computers will replace aging equipment at various locations across campus. (Item # I-20 on the Campus Technology Project list)

A copy of the original agreement is available for review in the Superintendent/President's office.

**Need:**

This update is required to keep up with instructional and support demands. Current systems in use on campus are up to 10 years old with a majority being about 4 to 6 years old.

**Fiscal Impact:**

\$79,478.48 – Fund 71

**Recommended Action:**

It is recommended that the Board of Trustees approve the purchase between Victor Valley College and Dell, Inc. in the total amount of \$79,478.48.

**Legal Review:** YES \_\_\_ NOT APPLICABLE X

**Reference for Agenda:** YES X NO \_\_\_



## QUOTATION

**Quote #:** 677236114  
**Customer #:** 548023  
**Contract #:** WN99ABZ  
**Customer Agreement #:** WSCA B27160  
**Quote Date:** 03/07/2014  
**Customer Name:** VICTOR VALLEY COMMUNITY COLLEG

**Date:** 3/7/2014

Thanks for choosing Dell! Your quote is detailed below; please review the quote for product and informational accuracy. If you find errors or desire certain changes please contact your sales professional as soon as possible.

### Sales Professional Information

**SALES REP:** NICOLE COOPER      **PHONE:** 1800 - 2893355  
**Email Address:** [Nicole\\_Cooper@Dell.com](mailto:Nicole_Cooper@Dell.com)      **Phone Ext:** 5139105

**GROUP: 1    QUANTITY: 116    SYSTEM PRICE: \$641.74    GROUP TOTAL: \$74,441.84**

Description	Quantity
OptiPlex 7010 Small Form Factor Base (225-2812)	116
3rd Gen Intel Core i5-3570 Processor (6MB, 3.4GHz) w/HD2500 Graphics, Dell Optiplex 7010 (319-0914)	116
4GB Single Channel DDR3 1600MHz (4GBx1) (370-ABEN)	116
Dell USB KB, English, WIN7/8, OptiPlex and Precision Desktop (331-9586)	116
No Monitor Selected, Dell OptiPlex (320-3704)	116
Intel Integrated Graphics w/DP/DVI, OPTI (320-3778)	116
250GB 3.5" SATA 6Gb/s with 8MB DataBurst Cache, OptiPlex 9010/7010/3010MT/DT (400-AAMV)	116
Windows 7 Home Premium, No Media, 64-bit, OptiPlex, English (421-5549)	116
Windows 7 Label, OptiPlex, Fixed Precision, Vostro Desktop (330-6228)	116
Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps), OptiPlex (421-5334)	116
Dell MS111 USB Optical Mouse, OptiPlex and Fixed Precision (330-9458)	116
No Out-of-Band Systems Management, Dell OptiPlex 7010 (331-6247)	116
8X SlimLine DVD-ROM, Dell OptiPlex (318-0619)	116
Thank you for Choosing Dell (318-2231)	116
Heat Sink, Perf/Mstrm, SFF, OptiPlex (331-8318)	116
Internal Speaker, Optiplex (318-0319)	116
Optiplex 7010 Small Form Factor, Standard Power Supply (331-6585)	116
Enable Low Power Mode for EUP Compliance, Dell OptiPlex (330-7422)	116
Regulatory label, Mexico, for OptiPlex 7010 Small Form Factor (331-7359)	116
Safety/Environment and Regulatory Guide (English) (340-ABSZ)	116
Power Cord, 125V, 2M, C13, Dell OptiPlex (330-1711)	116
No ESTAR Settings, OptiPlex (331-8325)	116
No Resource DVD for Dell Optiplex, Latitude, Precision (313-3673)	116

1 W ready mode - exceeds FEMP 3W recommendation. Mode can be disabled in BIOS. OptiPlex (310-1959)	116
No Quick Reference Guide,Dell OptiPlex (310-9444)	116
Shipping Material for System,Dell OptiPlex (331-1270)	116
No Productivity Software,Dell OptiPlex,Precision and Latitude (421-3872)	116
Basic Hardware Service: Next Business Day Onsite Service After Remote Diagnosis 2 Year Extended (995-1923)	116
Basic Hardware Service: Next Business Day Onsite Service After Remote Diagnosis Initial Year (995-0903)	116
Dell Limited Hardware Warranty Plus Service Extended Year(s) (995-4303)	116
Dell Limited Hardware Warranty Plus Service Initial Year (995-4093)	116
Dell ProSupport Service Offering Declined (991-2878)	116
Intel Core i5 Desktop Sticker (331-1566)	116
No DDPE Encryption Software (954-3465)	116
DDP Encryption Software, Personal Edition (421-6616)	116

<b>*Total Purchase Price:</b>	<b>\$79,478.48</b>
<b>Product Subtotal:</b>	\$74,441.84
<b>Tax:</b>	\$5,036.64
<b>Shipping &amp; Handling:</b>	\$0.00
<b>State Environmental Fee:</b>	\$0.00
<b>Shipping Method:</b>	LTL 5 DAY OR LESS
	(* Amount denoted in \$)

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**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES  
AGENDA ITEM**

BOARD CONSENT \_\_\_ BOARD ACTION X BOARD INFORMATION (no action required) \_\_\_

**TOPIC:** CONTRACT EDUCATION – HESPERIA HIGH SCHOOL

**SUBMITTED BY:** James Johnson, Contract & Community Education Manager

**RECOMMENDED BY:** Peter Maphumulo 

**APPROVED BY:** Peter Allan 

**Description/Background:**

Officials of Hesperia High School High School approached the Contract Education Department requesting delivery of eight for-credit classes under contract to a cohort of Hesperia High School students.

**Need:**

This agreement represents an opportunity for VVC to offer classes for college credit to high school students. Because these classes will meet A-G requirements, these students will have the opportunity to continue their education at VVC and/or transfer to a four-year institution.

**Fiscal Impact:**

Projected Income to District: \$306,000

**Recommended Action:**

It is recommended by the Superintendent/President that the Board of Trustees ratify the contract between Victor Valley Community College District and Hesperia High School to conduct eight for-credit classes to a cohort of Hesperia High School students.

**Legal Review:** YES X NOT APPLICABLE \_\_\_

**Reference for Agenda:** YES \_\_\_ NO X



Hesperia High School  
Early College  
Education Contract



# Hesperia High School Early College Education Contract

## **Victor Valley College**

For fifty years, Victor Valley College has served the higher education and career technical training needs of the High Desert Region of San Bernardino County. One of 112 Community Colleges in California, Victor Valley College is accredited by the Western Association of Schools & Colleges to offer 23 degree and nearly a hundred certificate programs designed to prepare local residents for the local workforce.

Contract Education Services are provided by Victor Valley College to assist the public and private sectors of the economy in preparing their students and workforce for the challenges of an evolving workplace. These services allow our clients to control enrollment within contracted course sections. Scheduling of courses, location of instruction and course content may also be customized in consultation with college faculty to meet the specific objectives of each contract education client.

The Victor Valley College Foundation serves as a conduit for business and organizations seeking contract education services from Victor Valley College and will such facilitate the arrangement for the Hesperia High School (HHS).

## **Services Requested**

HHS has requested delivery of Contract General Education courses for a cohort of students within their course of instruction. These classes are designed to prepare students for the rigors of college while simultaneously receiving college credit for completed work. Classes will be facilitated at the HHS location in Hesperia, CA.

HHS has requested eight specific courses from Victor Valley College that meet A-G/IGETC requirements:

1. Guidance 50: College Success
2. English 50: Writing Fundamentals
3. Geology 101: Physical Geology
4. Philosophy 101: Introduction to Philosophy
5. Psychology 101: Introductory Psychology
6. Sociology 101: Introduction to Sociology
7. CMST 109: Public Speaking
8. History 118: History of the United States to 1876

Hesperia High School has also requested a three year exclusive agreement within the HUSD district.

# Hesperia High School Early College Education Contract

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## **Services Proposed**

Victor Valley College will conduct general education classes with the description as follows:

Each class will commence within the specified time frame negotiated between the parties and enrollment cohorts supplied by HHS and will feature (per class):

1. Guidance 50: College Success; 18 hours lecture
2. English 50: Writing Fundamentals; 72 hours lecture
3. Geology 101: Physical Geology; 54 hours lecture, 54 hours lab or acceptable substitute
4. Philosophy 101: Introduction to Philosophy; 54 hours lecture
5. Psychology 101: Introductory Psychology; 54 hours lecture
6. Sociology 101: Introduction to Sociology; 54 hours lecture
7. CMST 109: Public Speaking; 54 hours lecture
8. History 118: History of the United States to 1876; 54 hours lecture

Classes will be conducted at Hesperia High School located at 9898 Maple Ave, Hesperia, CA.

## **Program Format and Requirements**

Personal transportation and computer access will be the responsibility of each student. HHS staff is responsible for the communication with the HHS student cohort.

While HHS retains the right to choose the students for the cohorts for all classes, students wishing to participate in the English 50 class must show competency and prerequisite knowledge on a VVC Assessment exam administered by VVC staff.

Specific instructors, if requested by HHS, may teach classes contingent upon VVC Dean and Department Chair approval, VVC standards of minimum qualifications, existing VVC labor organization contractual agreements, and instructional load as calculated by VVC's Office of Instruction. VVC approved primary course instructors will decide on relevant textbooks, course materials, workbooks, and instructional software to be used in the delivery of any class bearing credit delivered by Victor Valley Community College.

Students will be required to have out-of-class access to the Internet for homework and research assignments. Participating HHS students will be required to enroll in the college as concurrent enrollment students *before classes commence* and will be issued a transcript upon request for those who have successfully completed the course(s) of instruction. These courses will be offered for credit and be recorded on the students' permanent transcripts. Students may request copies of their transcripts at any time after completing the course. Copies of the students' transcripts may only be provided to HHS with written permission signed by the student and their parents.

# Hesperia High School Early College Education Contract

On-site instructional support equipment required to deliver the classes include but may not be limited to the following:

- Teacher's computer with Internet access in the classroom
- White board
- Projection equipment with document camera (Elmo)

The requested class format will encompass the following:

1. Projected start date: 11 August 2014
2. Days: Monday-Friday
3. Times: 12:30pm to 2:30pm
4. VVC will select appropriate instructional personnel contingent upon qualifications and availability
5. HHS may request specific instructors for each cohort. While every attempt will be made to accommodate specific instructor requests, VVC is under no obligation to hire them for this assignment.
6. Class will be conducted at the HHS location in Hesperia, CA.

## **Program Costs**

The proposed per student price contained in this proposal will encompass primary course instructors and associated indirect fees.

For convenience and to maximize savings, the cost structure is a flat rate \$425 per student per class within a guaranteed minimum of 25 students per class for the first year of this agreement.

Hesperia High School will purchase all textbooks and requested instructional materials to deliver the classes at full college credit. While VVC may expedite the purchase of textbooks and classroom materials, HHS will encumber the materials costs separately from the per student tuition cost.

VVC reserves the right to modify the cost structure in year two and three of this agreement.

## **Payment Arrangements**

Victor Valley Community College District (VVCCD) will invoice Hesperia High School for 50% of program costs upon class start. The remaining 50% of program costs will be invoiced at the programs approximate halfway point. Payment will be remitted on all invoices from the VVCCD within 30 days.

## **Termination/Modification Clause**

Authorized representatives of VVC and Hesperia High School reserve the right to cancel and/or modify this contract in whole or in part in writing within a minimum of 45 days prior to the implementation of any cancellation or substantive change to the terms contained herein.

# Hesperia High School Early College Education Contract

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Should Hesperia High School choose to exercise a termination or modification during the course of a class or classes, Hesperia High School commits to paying for the class or classes until their completion.

## **Hold Harmless**

Hesperia High School (HESPERIA HIGH SCHOOL) and its representatives both local and corporate will hold Victor Valley College (VVC) and their representatives harmless of any injury incurred by HESPERIA HIGH SCHOOL students or personnel while on the VVC campus and/or during the delivery of this class.

Hesperia High School will be required to provide proof of insurance for HESPERIA HIGH SCHOOL personnel including students and other designated agents of HESPERIA HIGH SCHOOL to cover liability in the unlikely event of an accident or mishap.

## **Signatures**

X \_\_\_\_\_

Date: \_\_\_\_\_

Peter Allan, Interim President/Superintendent  
Victor Valley Community College District

X \_\_\_\_\_

Date: \_\_\_\_\_

Hesperia High School Authorized Signatory

\_\_\_\_\_

Printed Name and Title of Hesperia High School Authorized Signatory