

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

Date: August 12, 2014

Place: **Closed Session:** 5-6 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** 5 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** 5-6 p.m.
 - 2.1 **ANNOUNCEMENT OF CLOSED SESSION ITEMS:**
 - a) **CONFERENCE WITH LABOR NEGOTIATIONS –**
Government Code Section 54957.6
District Representative: Randy Erickson
Employee Organization: CSEA, CTA, AFT Part-Time Faculty United
 - b) **PUBLIC EMPLOYEE DISCIPLINE/DISSMISSAL RELEASE**
Public Employee Number 2020081214
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 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. State law prohibits the Board from addressing any issues not included on the agenda. (Board Policy #2350)

OPEN SESSION REGULAR MEETING AGENDA ~ Board Room

3. OPEN SESSION REGULAR MEETING

6 p.m.

3.1 Closed Session Report

4. SUPERINTENDENT/PRESIDENT'S REPORT

- Academic Senate

- Foundation

5. CONSENT AGENDA

All matters listed under Consent Agenda are considered by the Board of Trustees to be routine and has been approved by the Superintendent/President (Board Policy #2430). There will be no separate discussion on these items prior to the time the Board votes on them unless a Board member requests a specific item be removed from the Consent Agenda for discussion and a separate vote. Public comment on Consent items from anyone completing a card will be heard prior to the Board's vote on the Consent Agenda.

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)

APPROVAL OF CONSENT ITEMS

YES ___ NO ___

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

5.1 Approval of the minutes of the June 10, 2014 regular Board meeting, June 25, 2014 and July 15, 2015 special Board meetings.

5.2 Agreement – School Services of California

Ratification of the agreement between Victor Valley Community College District and School Services of California to provide fact finding services June 18, 2014 – February 28, 2015. Fiscal Impact: \$270 per hour plus expenses as billed. Budgeted item.

- 5.3 Non-Classified Employees
Ratification of the Non-Classified employees listed. Fiscal Impact: Budgeted.
- 5.4 Agreement – Colli & Associates
Ratification of the agreement between Victor Valley Community College District and Colli & Associates to conduct credit check services for presidential search finalists per the request of the Board of Trustees. Fiscal Impact: \$900.00, budgeted item.
- 5.5 Renewal - Independent Contractor Agreement – Liebert Cassidy Whitmore
Ratification of the Independent Contractor Agreement between Liebert Cassidy Whitmore to provide four days of training workshops covering employment relations subjects during the 2014-2015 year. Fiscal Impact: \$3,350.00, budgeted item.
- 5.6 Contract – Paragon Tactical
Ratification of the contract between Victor Valley Community College District and Paragon Tactical to install a floor mounted Dual Running Man (DRM) system and a Ballistic wall to protect the DRM system from bullets as an add on to our existing system in the shooting range. This agreement begins June 1, 2014 and ends June 30, 2014. Fiscal Impact: \$21,289.00, Perkins Grant, Budgeted.
- 5.7 Wastewater Internship Agreement – Victor Valley Wastewater Reclamation Authority
Ratification of the agreement between Victor Valley Community College District and Victor Valley Wastewater Reclamation Authority to provide wastewater learning facilities for on-the-job training to non-paid wastewater interns through the Cooperative Education Department. The term shall automatically renew for subsequent academic years starting with each summer training period (or session) unless written notice of termination has been given. Fiscal Impact: None
- 5.8 Independent Contractor Agreement – S&B Foods
Ratification of the Independent Contractor Agreement between Victor Valley Community and S&B Foods for providing refreshments for the 2014 EOPS Orientation. The period of this agreement is January 29, 2014. Fiscal Impact: Not to exceed \$500.00, EOPS funded.
- 5.9 Agreement – CAE Healthcare, Inc.
Ratification of the agreement between Victor Valley Community College District and CAE Healthcare, Inc. for multi-year maintenance support for four (4) MetiMan simulation mannequins used in the Paramedics program. The period of agreement varies per mannequin. Fiscal Impact: \$37,239.84, budgeted item.
- 5.10 Independent Contractor Agreement – Dennis Childress
Ratification of the Independent Contractor Agreement between Victor Valley Community College District and Dennis Childress for providing a state-certified class on ethical leadership. The period of this agreement is March 25, 2014. Fiscal Impact: \$2,400.00, budgeted item.
- 5.11 Clinical Facility Use Agreement – High Desert Hospice Services, Inc.
Ratification of the contract between Victor Valley Community College District and High Desert Hospice Services, Inc. to provide clinical learning facilities for Registered Nursing, Allied Health and other related health sciences programs of the District. Fiscal Impact: None.
- 5.12 Independent Contractor Agreement – John Tonyan
Ratification of the Independent Contractor Agreement between Victor Valley Community College District and John Tonyan to perform piano tuning and servicing in the Music Department. The period of this agreement is July 1, 2014 through June 30, 2015. Fiscal Impact: Not to exceed \$3,380.00, budgeted item.

- 5.13 License Renewal – Community College League California (CCLC) Consortium
Ratification of the renewal license between Victor Valley Community College District and Community College League California (CCLC) Consortium to access Turnitin.com, an anti-plagiarism software. The license is from August 1, 2014 through July 31, 2015. Fiscal Impact: The amount will be based on the California Community College system's tier of participation. Tier 1 pricing would be \$18,060.98 and Tier 2 pricing would be \$17,127.38, budgeted item.
- 5.14 Independent Contractor Agreement – Nora Tannert dba The Grind Coffee House
Ratification of the Independent Contractor Agreement between Victor Valley Community College District and Nora Tannert dba The Grind Coffee House for providing catering services for the English Department. The period of this agreement is May 16, 2014. Fiscal Impact: Not to exceed \$420.00, BSI Grant funded.
- 5.15 Agreement – MKH Medical Electronics
Ratification of the agreement between Victor Valley Community College District and MKH Medical Electronics for the maintenance, calibration and performance verification of therapy equipment in the athletic training room. The period of this agreement is July 1, 2014 to June 30, 2015. Fiscal Impact: Not to exceed \$1,000.00, budgeted item.
- 5.16 Independent Contractor Agreement – S&B Foods
Ratification of the Independent Contractor Agreement between Victor Valley Community College District and S&B Foods for providing refreshments for the 2014 VVC Community Job Fair. The period of the agreement is April 24, 2014. Fiscal Impact: Not to exceed \$1,252.80, budgeted item.
- 5.17 Clinical Facility Use Agreement – Victor Valley College Child Development Lab Classroom
Ratification of the contract between Victor Valley Community College District and Victor Valley College Child Development Lab Classroom to provide clinical learning facilities for Registered Nursing, Allied Health and other related health sciences programs of the District. Fiscal Impact: None.
- 5.18 License Renewal Agreement – Eureka
Ratification of the renewal of a site license between Victor Valley Community College District and Eureka, a computerized career exploration program, for use within the Student Services Division. The period of this agreement is July 1, 2014 through June 30, 2015. Fiscal Impact: Not to exceed \$1,351.57, budgeted item.
- 5.19 License Agreement – CI Solutions
Ratification of the renewal of a site license between Victor Valley Community College District and CI Solutions to maintain the license for the ID Card System. The period of this agreement is June 23, 2014 through June 23, 2015. Fiscal Impact: \$795.00, budgeted item.
- 5.20 Agreement – CI Solutions
Ratification of the renewal of a site license between Victor Valley Community College District and CI Solutions for maintenance of the ID Card System. The period of this agreement is from June 23, 2014 through June 23, 2015. Fiscal Impact: \$480.00, budgeted item.
- 5.21 Warranty Agreement Renewal – Pacific Parking Systems, Inc.
Ratification of the renewal warranty agreement between Victor Valley Community College District and Pacific Parking Systems, Inc. for maintenance of the college's parking dispenser equipment. The period of this agreement is August 12, 2014 to August 12, 2015. Fiscal Impact: \$3,866.67, annually, budgeted item.

- 5.22 Agreement Renewal - County of San Bernardino
Ratification of the agreement renewal between Victor Valley Community College District and County the of San Bernardino to provide the Use of Force Instructional Update Course and Trimester Use of Force Training July 1, 2014 – June 30, 2017 for police officers. Fiscal Impact: \$17,200.00, budgeted item.
- 5.23 Correction – Designation of Newspaper for 2014-2015
Approval of the correction to the Recommended Action that was originally approved by the Board of Trustees June 10, 2014. The date submitted for the Public Hearing was September 11, 2014 and should have been September 9, 2014. Fiscal Impact: None
- 5.24 Board of Trustees Payments Report
Approval of the Board of Trustees Payments Reports. Fiscal Impact: None
- 5.25 Agreement Renewal – Sixten & Associates
Ratification of the agreement renewal between Victor Valley Community College District and Sixten & Associates for State Mandate Claim Preparation for the 2014-2015 fiscal year. The term of this agreement is from July 1, 2014 – June 30, 2015. Fiscal Impact: Not to exceed \$30,000.00, budgeted item.
- 5.26 Agreement – SimplexGrinnell
Ratification of the agreement between Victor Valley Community College District and SimplexGrinnell to inspect and test all fire alarm systems on the Main Campus to include the elevator as well as fire alarm systems at the Regional Public Safety Training Center for fiscal year 2014-2015. Fiscal Impact: \$21,054.35, budgeted item.
- 5.27 Agreement – Shipley Construction & Plumbing
Ratification of the agreement between Victor Valley Community College District and Shipley Construction & Plumbing to replace a gas regulator at the Regional Public Safety Training Center. Fiscal Impact: \$375.00, budgeted item.
- 5.28 Increase Contract Amount – ThyssenKrupp Elevator
Ratification of the increase to the contract for maintenance of the elevators on campus. The agreement was originally ratified by the Board of Trustees at the June 13, 2013 meeting in the amount of \$28,475.00. Emergency adjustments and repairs were needed that exceeded the original contract amount. Fiscal Impact: \$1,818.00, budgeted item.
- 5.29 Agreement– Hitt Plumbing Co., Inc.
Ratification of the agreement between Victor Valley Community College District and Hitt Plumbing Co., Inc. to perform numerous tests on all valves and fittings on the propane tanks at the Regional Public Safety Training Center. Fiscal Impact: \$467.50, Fund 71.
- 5.30 Agreement– Applied Power Technologies Corp.
Ratification of the agreement between Victor Valley Community College District and Applied Power Technologies Corp. to purchase battery replacements and a network card for UPS System. (Item #IN-71, on Campus Technology Project list). Fiscal Impact: \$4,887.00, budgeted item.
- 5.31 Agreement– Applied Power Technologies Corp.
Ratification of the agreement between Victor Valley Community College District and Applied Power Technologies Corp. to provide preventive maintenance and remote monitoring for the uninterruptable power supply system (UPS) in the Technology Center Building #21. Term date: 7/1/14-6/30/15. (Item #IN-72, on Campus Technology Project list) Fiscal Impact: \$3,179.00, budgeted item.

5.32 Agreement Renewal – Continuant

Ratification of the renewal agreement between Victor Valley Community College District and Continuant for the Right Fax Server Support. This is a network fax software application that runs on a Windows platform. This solution allows users to send and receive faxes from users' desktop computers as well as the fax machines. Term: 7/1/14-6/30/15. Fiscal Impact: \$4,652.44, budgeted item.

5.33 Agreement Renewal – OmniUpdate, Inc.

Ratification of the renewal agreement between Victor Valley Community College District and OmniUpdate, Inc. for Content Management System for the District's website. Term: 7/1/14-6/30/15. Fiscal Impact: \$29,000.00, budgeted item.

5.34 Agreement– SARS Software Products, Inc.

Ratification of the agreement between Victor Valley Community College District and SARS Software Products, Inc. to provide software licenses and support services for SARS-Trak, PC-Track, SARS-Call and SARS Alert. The term is five years to be billed annually 8/1/14-6/30/19. (Item # I-22 on Campus Technology Project list) Fiscal Impact: \$6,954.52, budgeted item, to be billed annually for 5 years.

5.35 Agreement Renewal – Active Data Exchange

Ratification of the renewal agreement between Victor Valley Community College District and Active Data Exchange to provide a secure, campus-wide master calendaring system that connects to internally used email and collaboration systems. It also makes District-wide calendar events available to the public through the college's website. Term: 9/1/14-8/31/15. Fiscal Impact: \$1,498.00, budgeted item.

5.36 Agreement – AMT Systems, Inc.

Ratification of the agreement between Victor Valley Community College District and AMT Systems, Inc. to provide and install a Crestron Control System Panel at the Performing Arts Center. Fiscal Impact: \$3,876.51, budgeted item.

5.37 Rescind – Board Delegated Authorized Signatory

Approval to rescind all signatory authority for Peter Allan, effective immediately. Fiscal Impact: None

5.38 Agreement – Merrell Johnson Companies

Ratification of the renewal agreement between Victor Valley Community College District and Merrell Johnson Companies which was originally approved by the Board of Trustees April 9, 2013 for materials testing and special inspection services needed to wrap up final construction issues at the Regional Public Safety Training Center. Fiscal Impact: \$897.50, Fund 71, to be reimbursed to the District by Highland Partnership.

5.39 Agreement Renewal – Card Meter System, Inc.

Ratification of the renewal agreement between Victor Valley Community College District and Card Meter System, Inc. originally Board approved November 10, 2009 to provide support services to the four (4) photo copy machines and card readers for student use in the main library at Victor Valley College. The period of this agreement is for thirty-six months starting September 1, 2014. Fiscal Impact: None

- 5.40 Agreement Extension – Governet
Ratification of the agreement extension between Victor Valley Community College District and Governet, originally Board approved in 2006, for the annual support, maintenance and hosting fees for CurricUNET, an internet-based software application. The period of this agreement is July 1, 2014 to June 30, 2017. Fiscal Impact: July 1, 2014-June 30, 2105 \$17,655; July 1, 2015-June 30, 2016 \$19,420; July 1, 2016-June 30, 2017 \$20,000, budgeted item.
- 5.41 Student Unpaid Field Internship – Big Bear Fire Authority
Ratification of the renewal agreement between Victor Valley Community College District and Big Bear Fire Authority to provide an unpaid field internship for students preparing to register for Fire 95 (Basic Fire Academy). The term for this agreement is July 1, 2014 and shall remain in effect for three (3) years from the effective date. Fiscal Impact: None
- 5.42 Clinical Affiliation Agreement – Hospital of Barstow, dba Barstow Community Hospital
Ratification of the agreement between Victor Valley Community College District and Hospital of Barstow, dba Barstow Community Hospital to provide clinical learning facilities for Emergency Medical Technician and Emergency Medical Technician-Paramedic programs. Fiscal Impact: None.
- 5.43 Agreement Amendment and Renewal – Custom Answers Software, Inc.
Ratification of the amended renewal agreement between Victor Valley Community College District and Custom Answers Software, Inc. (previously known as Custom FAQs Solutions, Ltd) for the web-based application that offers on-line customer service. The term of this agreement is five years and will be billed annually 9/1/11-8/31/2016 (yr 4 of 5). Fiscal Impact: \$15,000.00 budgeted item.
- 5.44 Agreement Renewal – Stanley Security Solutions
Approval of the agreement between Victor Valley Community College District and Stanley Security Solutions for the maintenance on all security cameras located in the Technology Center Building #21. Term: 8/1/14-7/31/15. Fiscal Impact: \$1,193.40, budgeted item, monthly payments of \$99.45.
- 5.45 Agreement Renewal – Datalink Networks
Ratification of the renewal agreement between Victor Valley Community College District and Datalink Networks to provide maintenance for the Mediant 1000 equipment which is used to support some of the campus emergency notification solutions, and other phone functionality for the campus. Term: 6/23/14 to 6/30/15. Fiscal Impact: \$2,371.75, budgeted item.
- 5.46 Agreement Renewal – Ellucian, Inc.
Ratification of the renewal agreement between Victor Valley Community College District and Ellucian, Inc. to cover maintenance for the 2014-15 fiscal year. Fiscal Impact: \$13,512.00, budgeted item.
- 5.47 Agreement Renewal – Nuventive, LLC
Ratification of the renewal agreement between Victor Valley Community College District and Nuventive, LLC for TracDat SharePoint Option (TSO), in support of instructional and operational needs, to be billed annually. The term of this agreement is five years and will be billed annually. Term: 7/27/13-7/26/18 (yr 2 of 5). Fiscal Impact: \$2,021.25, budgeted item.
- 5.48 Agreement Renewal – A.N.D. Technologies, Inc.
Ratification of the renewal agreement between Victor Valley Community College District and A.N.D. Technologies, Inc. to provide hardware and software support, to be billed annually. The term of this agreement is five years and will be billed annually. Term: 7/1/13-6/30/18 (yr 2 of 5). \$2,750.00, budgeted item.

- 5.49 Agreement Renewal – ROC Software System, Inc.
Ratification of the renewal agreement between Victor Valley Community College District and ROC Software System, Inc. to continue the use of EasySpooler software. EasySpooler is an advanced print spooler that reduces time spent managing printer and output issues. Term: 5 years 9/1/13-8/31/18 (yr 2 of 5). Fiscal Impact: \$1,310.00, budgeted item, to be billed annually.
- 5.50 Agreement Renewal – Bomgar Corp.
Ratification of the renewal agreement between Victor Valley Community College District and Bomgar Corp. to enable the help desk and other technical personnel to view and control any workstation on or off campus. This software will be used to assist with troubleshooting when students or staff call with technical computer problems. Term: 10/1/14-9/30/15. Fiscal Impact: \$2,753.60, budgeted item.
- 5.51 Notice of Completion – Vector Resources dba VectorUSA
Ratification of the Notice of Completion as submitted. Fiscal Impact: None
- 5.52 Agreement Amendment and Renewal – Perceptive Software
Ratification of the renewal amended agreement between Victor Valley Community College District and Perceptive Software for Enterprise Content Management System (ImageNow). The amendment discontinues maintenance and support related to the eForms license. Term: 6/17/14-6/16/15. Fiscal Impact: \$30,090.00, budgeted item.
- 5.53 Agreement – Action Duct Cleaning Company
Ratification of the renewal agreement between Victor Valley Community College District and Action Duct Cleaning Company to inspect and clean the kitchen exhausts fans in both the commercial and instructional cooking areas located in the Student Activities Center Building #44. Fiscal Impact: \$3,650.00, budgeted item.
- 5.54 Notice of Completion – Compass Energy Solutions
Ratification of the Notice of Completion for Compass Energy Solutions for the heating, ventilation and air condition energy efficiency project at Student Student Services Buildings 1 and 2. The agreement was originally Board approved on February 11, 2014. Fiscal Impact: None.
- 5.55 Agreement – Cooley Construction, Inc.
Ratification of the agreement between Victor Valley Community College District and Cooley Construction, Inc. to repair the pavement at locations on Jacaranda and Fish Hatchery Roads on the main campus. Fiscal Impact: \$14,525.00, Fund 71.
- 5.56 Increase Contract Amount – A&E Inspection Services
Ratification to increase the contract amount with A&E Inspection Services for Division of State Architect Inspector Record services during the construction of the Music Code Compliance and Renovation project. The agreement was originally approved by the Board of Trustees on July 9, 2013 for \$104,400.00. Fiscal Impact: Not to exceed \$17,500.00, Bond Funded.
- 5.57 Notice of Completion – Alamon Telco, Inc.
Ratification of the Notice of Completion – Alamon Telco, Inc., a subcontractor for alterations that were performed on the Cell Tower by AT&T. Fiscal Impact: None

- 5.58 Agreement – Total Compensation Systems, Inc.
Ratification of the agreement between Victor Valley Community College District and Total Compensation Systems, Inc. to analyze the Other Post-Employment Benefits (OPEB) minimum Actuarial Accrued Liability (AAL) and to generate ample revenue for the payment of Annual Required Contributions (A.R.C.) . Fiscal Impact: Not to exceed \$7,900.00, budgeted item.
- 5.59 Agreement – Cambridge West Partnership, LLC
Ratification of the agreement between Victor Valley Community College District and Cambridge West Partnership, LLC to provide a fiscal impact analysis. The scope of the work includes: analysis and evaluation of the methodologies the District uses for enrollment management. Fiscal Impact: Not to exceed \$52,000.00, budgeted item.
- 5.60 Agreement – Stanley R. Conway
Ratification of the agreement between Victor Valley Community College District and Stanley R. Conway to provide an annual appeal process for parking citations. The period of this agreement is from July 1, 2014 through June 30, 2015. Fiscal Impact: Not to exceed \$750.00, budgeted item.
- 5.61 Academic Equivalency Request – Charles Welde – Physical Education
Approval of the equivalency request for Charles Welde, Physical Education. Fiscal Impact: None
- 5.62 Agreement Renewal – Sheriff’s Automated Systems
Approval of the renewal contract between Victor Valley Community College District and the County of San Bernardino to provide access to the Sheriff’s Automated Systems (CLETS) and Central Name Index (CNI) for 2014-2015. Fiscal Impact: \$769.00 Annually, for a total of \$3,076.00, budgeted item.

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 CCCCO Enrollment Growth for Associate Degree Nursing Program Grant YES ___ NO ___
Acceptance of the California Community Colleges Chancellor’s Office for the Enrollment Growth for Associate Degree Nursing Program Grant in response to the RFA 14-179. Fiscal Impact: **\$197,987.00 Income to the District.**

- 8.2 CCCCO Assessment, Remediation, and Retention Grant 14-180 YES ___ NO ___
Acceptance of the California Community Colleges Chancellor's Office for the Assessment, Remediation, and Retention Grant in response to the RFA 14-180. Fiscal Impact: **\$57,000.00 Income to the District.**
- 8.3 Contract CSPP-#405, Contractor Certification Clauses (CCC-307) and Resolution #14-05 YES ___ NO ___
Ratification of the California Department of Education Child Care Contract CSPP-4405 for FY 2014-2015, Contractor Certification Clauses (CCC-307 and adoption of Resolution #14-05 certifying the approval of the Governing Board to enter in this transaction with the California Department of Education. Fiscal Impact: **\$116,116.00, maximum reimbursable amount.**
- 8.4 Sub-Recipient Contract Agreement – Victor Valley Union School District YES ___ NO ___
Approval of the Sub-Recipient Contract Agreement – Victor Valley Union School District between Victor Valley Community College District and Victor Valley Union High School District to provide the Gear-Up Grant objectives through the Federal Grant. The period for this contract agreement is from July 15, 2014 through July 14, 2015. Fiscal Impact: \$150,000.00 GEAR UP Federal Grant.
- 10. ADMINISTRATIVE SERVICES**
- 10.1 Agreement - GiantPowerComm YES ___ NO ___
Approval of the agreement between Victor Valley Community College District and GiantPowerComm for specialized maintenance, cleaning, and incidental repair of all District solar generating systems. Fiscal Impact: \$72,084.00, Fund 71.
- 10.2 Resolution #14-06 Support of Proposition 30 YES ___ NO ___
Adoption of the resolution to support Proposition 30, which temporarily raises state sales tax by 0.25% and the marginal personal income tax rate for individuals earning over \$250,000 and households earning over \$500,000 and dedicate the funds to K-12 schools and community colleges. Fiscal Impact: Required for current entitlements for EPA revenue.
- 10.3 Agreement – Frick, Frick & Jette Architects YES ___ NO ___
Approval of the agreement between Victor Valley Community College District and Frick, Frick & Jette Architects to provide architectural services in connection with the Vocational Education Automotive/Welding Bond funded (Measure JJ) project. Fiscal Impact: \$410,000.00 (total project budget: \$6,500,000.00) Locally Bond Funded.
- 10.4 Resolution #14-07 Temporary Borrowing Between Funds YES ___ NO ___
Approval of Resolution #14-07 to authorize temporary borrowing between funds for the 2014-2015 fiscal year. Fiscal Impact: None
- 10.5 Agreement Renewal – Ellucian, Inc. YES ___ NO ___
Approval of the renewal agreement between Victor Valley Community College District and Ellucian, Inc. for the 2014-2015 fiscal year. Fiscal Impact: \$279,810.00, budgeted item.

- 10.6 Recalculation of Annual Gann Appropriation Limit YES ___ NO ___
Approval of the Gann appropriation limit for fiscal year 2014-2015 in the amount of \$99,706,384.00. Fiscal Impact: None
- 10.7 Student Insurance Policy Renewal – Student Insurance YES ___ NO ___
Approval of the renewal policy between Victor Valley Community College District and Student Insurance for the fiscal year 2014-2015. Fiscal Impact: \$152,664.00, budgeted item from Fund 01.
- 10.8 Grant Approval – California Career Pathways Trust Grant YES ___ NO ___
Approval of the acceptance of a grant from the California Department of Education for implementation of the California Career Pathways Trust RAMP UP. The RAMP UP consortium includes 5 community colleges, 19 high schools, 4 charter schools and dozens of employers stretching from San Bernardino to Barstow and Lucerne Valley to Lancaster. Victor Valley Community College District will serve as the fiscal agent and grant lead for this project. Fiscal Impact: **\$14,943,433.00 Income to the District.**
- 11. HUMAN RESOURCES**
- 11.1 Authorization to Leave the State While on Industrial Leave – Monty Messer YES ___ NO ___
Ratification of the approval for Monty Messer to travel outside of the state June 10-17 2014, while on industrial leave. Fiscal Impact: None
- 11.2 New Management Position and Job Description, Project Manager YES ___ NO ___
Approval of the new management position and job description of Project Manager, effective August 13, 2014. Fiscal Impact: Range 15 of the Management Salary Schedule, \$4,884-\$6,746 monthly plus benefits, budgeted.
- 11.3 Foundation Employment Agreement - Contract & Community Education Director – James Johnson YES ___ NO ___
Ratification of the Foundation Employment Agreement - Contract & Community Education Director for James Johnson for the period beginning July 1, 2014 to June 30, 2016. Fiscal Impact: \$74,500.00 annually to be paid by the District and will be reimbursed by the Foundation per the terms of the Employment Agreement.
- 11.4 Foundation Employment Agreement - Deputy Sector Navigator Small Business Employee Agreement – Lisa Kiplinger YES ___ NO ___
Approval of the Foundation Employment Agreement - Deputy Sector Navigator Small Business Employee Agreement – Lisa Kiplinger for the period beginning August 13, 2014 to June 30, 2017. Fiscal Impact: \$76,200.00, annually to be paid by the District and will be reimbursed by the Foundation per the terms of the Employment Agreement
- 11.5 New Management Position and Job Description, Director of Budget and Planning YES ___ NO ___
Approval of the new management position and job description of Director of Budget and Planning, effective July 1, 2014. Fiscal Impact: Range 18 of the Management Salary Schedule, \$6,711-\$9,295, monthly plus benefits, budgeted.

12. INFORMATION/DISCUSSION

- 12.1 Quarterly Financial Reports
Submitted as an informational item.
- 12.2 Distinguished Service – William Greulich
Submitted as an informational item.
- 12.3 Second Read – Board Policy #2370 Invocations at Board of Trustees Meetings
Information/Discussion

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: June 10, 2014

Place: **Closed Session:** 4-5 p.m. West Wing Conference Room, Victor Valley Community College, 18422 Bear Valley Road, Victorville, CA 92395

Board Policy Workshop: 5-6 p.m. Board 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

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 June 10, 2014 in the Board Room of the Administration Building. Board President Henderson called the meeting to order at 4:04 p.m.

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

Absent: John Pinkerton and Brandon Wood

*John Pinkerton arrived at 4:05 p.m.
Brandon Wood arrived at 5:24 p.m.*

PLEDGE OF ALLEGIANCE

Edwin Martinez led the Pledge of Allegiance to the Flag.

ANNOUNCEMENT OF ITEMS DELETED OR CORRECTED FROM THE AGENDA:

Agenda item 6.2 was deleted by President Henderson

PUBLIC COMMENTS RELATED TO CLOSED SESSION AGENDA ITEMS: None

CLOSED SESSION ~ West Wing Conference Room

- 2. CLOSED SESSION** **4-5 p.m.**
2.1 ANNOUNCEMENT OF CLOSED SESSION ITEMS:
- a) PUBLIC EMPLOYEE APPOINTMENT
Government Code Section 54957
Superintendent/President

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

- b) CONFERENCE WITH LABOR NEGOTIATIONS –
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: 011851314
Government Code Section 54957(b)(1)

2.2 PUBLIC COMMENTS RELATED TO CLOSED SESSION ITEMS:

At 4:05 p.m. Board President Henderson recessed to Closed Session

BOARD POLICY WORKSHOP ~ Board Room

Board President Henderson reconvened the meeting at 5 p.m.

Upon the request of the Board, representatives with Cambridge West made a presentation on their review and determination of the fiscal impact of the three (3) Board policies and the fiscal impact that are being considered for approval. Board Policy 2515 – Use of and Distribution of the Guaranteed Investment Contract Fund (“GIC”), Board Policy #2525 – Percentage of Budget Committed to Classroom Instructional Employee Salary and Benefits, and Board Policy #6220 – Percentage of Budget Committed to Salary and Benefits.

Break: 6:15 p.m.

Reconvened: 6:24 p.m.

REGULAR MEETING AGENDA Board Room

- 3. **OPEN SESSION** **6 p.m.**
 - 3.1 Closed Session Report: Jeff Morris, Legal Counsel, reported that on item 2.1.a no action was taken; item 2.1.b an update was provided to the Board and direction provided to the negotiator; item 2.1.c it was MSC (Brady/Denson, 3-1-0, Pinkerton, No, Wood absent) to dismiss employee number 011851314.
 - 3.2 **PUBLIC COMMENTS RELATED TO CONSENT AGENDA ITEMS:** None
- 4. **Superintendent/President’s Report:**
Interim, Superintendent/President Allan introduced Chris Piercy who provided a report on the Bridge K-16 program.

An update was provided on summer enrollment 844 FTES have been achieved with a goal of 900 FTES with less than a week to go, it is anticipated that the goal will be met.

Academic Senate: Absent

Foundation: Don Brown welcomed Dr. Wagner and is looking forward to working with him. The Foundation recently was awarded \$15M California Department of Education through the California Career Pathways that will be shared partner districts serving the High Desert and Inland Empire Regions of Southern California stretching from San Bernardino to Barstow and Lucerne Valley to Lancaster. He wished Peter Allan and Bill Greulich a good retirement.

5. CONSENT AGENDA

It was MSC (Brady/Wood, 5-0) to approve the consent items in one action with agenda item 5.29 pulled by Trustee Pinkerton for separate discussion.

5.3 Approval of the minutes of the May 13, 2014 regular Board meeting.

5.4 Approval of Academic Equivalency Request – Kevork Kazanjian – Political Science
Approval of the equivalency request for Kevork Kazanjian – Political Science. Fiscal Impact: None.

5.5 Memorandum of Understanding – Summer 2014 Work Week Schedule
Ratification of the Memorandum of Understanding – Summer 2014 Work Week Schedule beginning June 2, 2014 and ending August 8, 2014. Fiscal Impact: None

5.6 Agreement – Town of Apple Valley
Ratification of the agreement between Victor Valley Community College District and Town of Apple Valley for facility use. The period of this agreement is May 7-9, 2014. Fiscal Impact: \$920.00, budgeted item.

5.7 Agreement – CentralCreative
Ratification of the agreement between Victor Valley Community College District and CentralCreative for the overall management of design and production process of the 2014-2015 course catalog. The period of this agreement begins upon estimate approval. Fiscal Impact: \$7,500.00, budgeted item.

5.8 Contract – Ebmeyer Charter & Tour
Ratification of the contract between Victor Valley Community College District and Ebmeyer Charter & Tour to provide charter bus transportation for the Agriculture and Natural Resources Department. The period of this agreement is April 29, 2014, June 26, 2014 and July 10, 2014. Fiscal Impact: \$3,031.40, budgeted item, Prison Grant.

5.9 Clinical Facility Use Agreement – St. Bernardine Care Providers, Inc.
Ratification of the contract between Victor Valley Community College District and St. Bernardine Care Providers, Inc. to provide clinical learning facilities for Medical Assisting and other health sciences programs of the District. The agreement begins April 1, 2014 and will continue until either party chooses to terminate the agreement with a 30-day written notice. Fiscal Impact: None

5.10 Memorandum of Understanding – Lewis Center for Educational Research
Ratification of the contract between Victor Valley Community College District and Lewis Center for Educational Research providing a K-16 Bridge Program (services and general program logistics coordination) to VVC and its feeder K-12 schools. The period for this agreement is July 1, 2014 through June 30, 2015. Fiscal Impact: \$38,400.00.

5.11 Curriculum Changes
Approval of the curriculum changes made on May 8, 2014, May 22, 2014, and May 29, 2014 and have been recommended by the College Curriculum Committee. Fiscal Impact: None

5.12 Contract – Pacific Floor Company
Ratification of the Independent Contractor Agreement between Victor Valley Community College District and Pacific Floor Company to recoat the gymnasium floor. The work will be completed by June 30, 2014. Fiscal Impact: \$5,687.00, budgeted item, Athletics.

- 5.13 Agreement – United Lerone II dba El Pollo Loco #3511
Ratification of the agreement between Victor Valley Community College District and United Lerone II dba El Pollo Loco #3511 to provide catering services for the Distance Education Training Academy held April 25, 2014. Fiscal Impact: \$467.56, budgeted item.
- 5.14 Grant Acceptance – Healthcare Workforce Initiative (HWI)
Acceptance of the Healthcare Workforce Initiative (HWI), Mini-Project Funding Contract 2013-2014. Program development and implementation will begin June 1, 2014 and end December 30, 2014. Fiscal Impact: **\$9,000.00 to the District** for the Nursing Program for FY 2013-2014.
- 5.15 Out of State Travel - Student
Approval of out-of-state for staff member and Phi Theta Kappa officer to attend the Phi Theta Kappa Honors Institute in St. Louis, MO. The travel dates will be June 16-21, 2014. Fiscal Impact: \$4,000.00 – Phi Theta Kappa Chapter
- 5.16 Clinical Facility Use Agreement – Department of State Hospitals - Patton
Ratification of the contract between Victor Valley Community College District and Department of State Hospitals - Patton to provide clinical learning facilities for Registered Nursing Program of the District. Fiscal Impact: None.
- 5.17 Agreement Renewal – Keenan & Associates Loss Control Services Agreement
Ratification of the renewal agreement between Victor Valley Community College District and Keenan & Associates Loss Control Services Agreement to provide loss control services as needed for the 2014-2015 fiscal year. Fiscal Impact: Not to exceed \$20,000.00, budgeted item.
- 5.18 Agreement Renewal – Keenan & Associates Property/Casualty Claims Administration
Ratification of the renewal agreement between Victor Valley Community College District and Keenan & Associates to provide property and casualty claims administration for the 2014-2015 fiscal year. Services include all currently open claims and any new accidents, incidents, or claims that may arise. Fiscal Impact: Not to exceed \$20,000.00, budgeted item.
- 5.19 Board of Trustees Budget Transfer Request Report
Approval of the budget transfers as submitted. Fiscal Impact: None.
- 5.20 Authorized Electronic Signature Key Users – G.H. Javaheripour, Josanna Orta, Karen Hardy
Approval to authorize G.H. Javaheripour, Josanna Orta, Karen Hardy as authorized signature key users for the period of July 1, 2014 through June 30, 2015. Fiscal Impact: None
- 5.21 Authorized Signatory – Trinda Best
Approval of the signature of Trinda Best to represent the Board in the named matters for fiscal year 2014-2015 per Education Code 72282. Fiscal Impact: N/A
- 5.22 Authorized Signatories – G.H. Javaheripour, Josanna Orta and Karen Hardy
Approval to authorize G.H. Javaheripour, Josanna Orta, Karen Hardy to represent the Board in the named matters to conduct college business for fiscal year 2014-2015 per Education Code 72282. Fiscal Impact: None
- 5.23 Authorized Signatory – Karen Hardy
Approval to authorize Karen Hardy to represent the Board to execute Revolving Cash Fund for fiscal year 2014-2015 per Education Code 72282. Fiscal Impact: None

- 5.24 Designation of Newspaper for 2014-2015 District Budget Public Hearing
Approval to designate the Victor Valley *Daily Press* as the newspaper in which to publish the proposed budget inspection dates as September 2 through 9, 2014, and public hearing date as September 11, 2014. Fiscal Impact: None
- 5.25 Agreement – Cambridge West Partnership, LLC
Ratification of the agreement between Victor Valley Community College District and Cambridge West Partnership, LLC to provide fiscal impact analysis for the proposed board policies 2515, 2520 and 2525. Fiscal Impact: Not to exceed \$16,000.00.
- 5.26 Agreement – Xerox Educational Services
Ratification of the agreement between Victor Valley Community College District and Xerox Educational Services to fulfill the District's obligation to report student information to the Internal Revenue Service. Fiscal Impact: Not to exceed \$18,000.00, budgeted item.
- 5.27 Board of Trustees Payments Report
Approval of the Board of Trustees Payments Reports. Fiscal Impact: None
- 5.28 Agreement Amendment/Correction – Perceptive Software
Ratification of the amendment/correction agreement between Victor Valley Community College District and Perceptive Software to correct and amend the original agreement to streamline and co-terminus the annual renewal process. The Enterprise Content Management System provides support for document imaging and workflow management across the institution. Fiscal Impact: None
- 5.29 **Pulled for separate discussion (see agenda item 6.1)**
Agreement – Vector Resources, Inc.
It was MSC (Brady/Denson, 5-0) to ratify the agreement between Victor Valley Community College District and Vector Resources, Inc. to purchase material and labor needed to provide outdoor wireless in direct support of academic instruction at the Regional Public Safety Training Center. (Item #I-21, on the Campus Technology Project list). Fiscal Impact: \$41,314.50, Fund 71.
- 5.30 Notice of Completion – Vector Resources dba Vector USA
Ratification of the Notice of Completion for the Audio Visual Pricing for eleven (11) rooms located on the Victor Valley College Main Campus. The agreement was originally Board approved on February 11, 2014. Fiscal Impact: None
- 5.31 Agreement Renewal – Absolute Software, Inc.
Ratification of the renewal agreement between Victor Valley Community College District and Absolute Software, Inc. for 25 Absolute Help licenses, previously known as Livetime. Term: 5/20/14-5/20/15. Fiscal Impact: \$7,975.00, budgeted item.
- 5.32 Agreement Renewal – Parlance
Ratification of the renewal agreement between Victor Valley Community College District and Parlance for ES NameCorrector. The Telecommunication service provides an automated operator solution for call routing services using speech recognition technology. Term: 7/20/14-6/20/15. Fiscal Impact: \$6,350.40, budgeted item.

- 5.33 Agreement Renewal – Tricade Technologies
Ratification of the renewal agreement between Victor Valley Community College District and Tricade Technologies to purchase Academic Basic support for VMware vSphere 5 Enterprise for four processors for the term indicated, pro-rated to co-term with other agreements in June 2015. This product allows us to virtualize our servers as well as maximize our hardware while saving energy. Term: 5/23/14-6/1/15. Fiscal Impact: \$1,463.68, budgeted item.
- 5.34 Agreement Renewal – Cal Building Systems
Ratification of the renewal agreement between Victor Valley Community College District and Cal Building Systems to provide annual service to the Main Campus and Regional Public Safety Training Center fire sprinkler system and service to the kitchen fire suppression system in the Student Activities Center for the 2014-2015 fiscal year. Fiscal Impact: \$4,928.00, budgeted item.
- 5.35 Agreement Renewal – Diamond Environmental Services
Ratification of the renewal agreement between Victor Valley Community College District and Diamond Environmental Services to provide portable restroom service for five (5) portables for the 2014-2015 fiscal year. Fiscal Impact: \$4,810.00, budgeted item.
- 5.36 Agreement Renewal – Prudential Overall Supply
Ratification of the renewal agreement between Victor Valley Community College District and Prudential Overall Supply for work uniforms, dry mops and shop rages for use on campus for the Fiscal Year 2014-2015. Fiscal Impact: \$13,000.00, budgeted item.
- 5.37 Agreement Renewal – Hi Desert Alarm
Ratification of the renewal agreement between Victor Valley Community College District and Hi Desert Alarm to provide service to maintain the fire alarm system on the Main Campus and at the Regional Public Safety Training Center for the 2014-2015 fiscal year. Fiscal Impact: \$7,176.00, budgeted item.
- 5.38 Agreement Renewal – Safety-Kleen
Ratification of the agreement between Victor Valley Community College District and Safety-Kleen for the parts washers for the Maintenance & Operations vehicle repair and automotive areas for the 2014-2015 fiscal year. Fiscal Impact: \$860.00, budgeted item.
- 5.39 Agreement – San Bernardino & Riverside Counties Fire Equipment
Ratification of the agreement between Victor Valley Community College District and San Bernardino & Riverside Counties Fire Equipment to provide monthly service to Main Campus and the Regional Public Safety Training Center fire extinguishers for the 2014-2015 fiscal year. Fiscal Impact: \$8,600.00, budgeted item.
- 5.40 Agreement Renewal – America's Xpress Rent-A-Car
Ratification of the renewal agreement between Victor Valley Community College District and America's Xpress Rent-A-Car to provide rental vans for student and staff transportation for the 2014-2015 fiscal year. Fiscal Impact: \$34,000.00, budgeted item.
- 5.41 Agreement Renewal – North State Environmental
Ratification of the renewal agreement between Victor Valley Community College District and North State Environmental to provide hazardous waste management services for the 2014-2015 fiscal year. Fiscal Impact: \$25,000.00, budgeted item.

- 5.42 Agreement Renewal – H & H Elevator Services
Ratification of the renewal agreement between Victor Valley Community College District and H & H Elevator Services to provide maintenance service to the elevators on campus as needed for the 2014-2015 fiscal year. Fiscal Impact: \$21,000.00, budgeted item.
- 5.43 Agreement Renewal – A & E Inspection Services
Ratification of the renewal agreement between Victor Valley Community College District and A & E Inspection Services which was originally approved by the Board of Trustees on April 12, 2011 and is being renewed at the June 2014 meeting to provide Inspector of Record services needed during the alteration of the AT&T Cell Tower. This is required by the Division of State Architects for all District projects. Fiscal Impact: \$1,040.00, this expense will be reimbursed to the District 100% by AT&T.
- 5.44 Change Order – Webb Brothers Construction
Ratification of the change orders with Webb Brothers Construction to complete the Music Modernization project. Fiscal Impact: \$6,082.47.
- 5.45 Agreement– Frick, Frick & Jette Architects, Inc.
Ratification of the agreement between Victor Valley Community College District and Frick, Frick & Jette Architects, Inc. to provide construction documents to include the areas on the southwest edge of the lake adjacent to the Technology Center Building #21, the areas between the Art Building #22, and the Liberal Arts Building #30. Fiscal Impact: \$21,550.00, Fund 71.
- 5.46 Increase Contract Amount – California Construction Management, Inc.
Ratification of the increase to the contract amount with California Construction Management, Inc. The agreement was originally ratified by the Board of Trustees at the October 9, 2012 meeting to assist in the process of certifying ten (10) projects with the Division of State Architects office (DSA). Eight (8) of these projects have been closed with certification; however, two (2) still require more work to obtain certification. Fiscal Impact: \$1,000.00, Fund 71.
- 5.47 Building Lease Agreement – Park University
Ratification of the agreement between Victor Valley Community College District and Park University for educational instruction in accordance with California Education Code Sections 81430 to 81432. Fiscal Impact: \$2,400.00 monthly, \$28,800.00 annually, to increase by 3% annually – **Income to the District.**
- 5.48 Agreement – Professional Personnel Leasing, Inc. (PPL)
Approval of the agreement between Victor Valley Community College District and Professional Personnel Leasing, Inc. (PPL) to conduct a workshop with the members of the Board of Trustees and the newly appointed Superintendent/President to provide opportunity for discussion and mutual agreement on selected areas and issues that will lead to successful leadership. Fiscal Impact: \$4,500.00, budgeted item.

ACTION AGENDA

6. BOARD OF TRUSTEES

- 6.1 Separate approval of items pulled from consent agenda
Agreement – Vector Resources, Inc.
It was MSC (Brady/Denson, 5-0) to ratify the agreement between Victor Valley Community College District and Vector Resources, Inc. to purchase material and labor needed to provide outdoor wireless in direct support of academic instruction at the Regional Public Safety Training Center. (Item #I-21, on the Campus Technology Project list). Fiscal Impact: \$41,314.50, Fund 71.

6.2 **Deleted Trustees Excellence Program Required for Office**

Approval of a resolution requiring the Board members to have substantially completed the Trustee Excellence Program before being elected to Board office. Fiscal Impact: None

6.3 **Resolution #14-03 – SB 850**

It was MSC (Brady/Wood, 5-0) to approve of the Resolution #14-03 supporting SB 850. Fiscal Impact: None.

11. HUMAN RESOURCES

11.1 **Public Comment: Norm Hurst**

Employee Contract for Superintendent/President

It was MSC (Brady/Wood, 5-0) to approve the appointment with Dr. Roger Wagner as Superintendent/President, beginning July 15, 2014 through June 30, 2017. Fiscal Impact: \$192,000/annually plus stipends and benefits. Budgeted item.

7. SUPERINTENDENT/PRESIDENT

7.1 **Naming Recognition for Robert L. Feddersen – CIS Teaching Lab**

It was MSC (Wood/Denson, 5-0) to approve naming of AC5 as the Robert L. Feddersen CIS Teaching Lab for a period of 10 years beginning July 1, 2014. Fiscal Impact: Not to exceed \$200 for naming signage.

10. ADMINISTRATIVE SERVICES

10.1 **Award Contract Adaptive P.E. Floor Replacement – Donald M. Hoover Co.**

It was MSC (Brady/Pinkerton, 5-0) to approve the contract with Donald M. Hoover Co. in the amount of \$18,645.00 for the Adaptive P.E. Floor Replacement project. Fiscal Impact: \$18,645.00, Fund 71.

10.2 **Contract Renewal - Statewide Association of Community Colleges**

It was MSC (Denson/Brady, 5-0) to approve to renew the contract between Victor Valley Community College District and Statewide Association of Community Colleges to provide liability and property coverage for Victor Valley College during fiscal year 2014-2015. Fiscal impact: \$317,869.00, budgeted item.

10.3 **2014-2015 Tentative Budget**

It was MSC (Denson/Brady, 4-1, Wood, No) to approve the Tentative Budget for 2014-2015. Fiscal Impact: Revenues and expenditures are projected based on current information and will probably change by the time of final budget adoption in September. The philosophy of the budget development process includes input through the shared governance process, developing a balanced budget and meeting required unfunded liabilities.

10.4 **Five-Year Facilities Construction Plan**

It was MSC (Brady/Denson, 5-0) to approve the Five-Year Facilities Construction Plan as presented to the Chancellor's Office. Fiscal Impact: None

10.5 **Agreement Renewal – Perceptive Software, LLC**

It was MSC (Brady/Pinkerton, 5-0) to ratify the renewal maintenance agreement between Victor Valley Community College District and Perceptive Software, LLC that provides support for document imaging, e-forms, and workflow management across the institution. Term: 6/17/12-6/16/15. Fiscal Impact: \$22,790.00, budgeted item.

10.6 PUBLIC COMMENT: Justin Gatewood

Agreement Renewal – Ferrilli Information Group

It was MSC (Wood/Denson, 5-0) to ratify the renewal agreement between Victor Valley Community College District and Ferrilli Information Group to purchase Basic Core Foundation Services to monitor and optimize the District's Ellucian student information system. Term: 7/1/14-6/30/15. Fiscal Impact: Not to exceed \$25,000.00, budgeted item.

10.7 PUBLIC COMMENT: Justin Gatewood

Agreement – Ferrilli Information Group

It was MSC (Brady/Denson, 4-1, Pinkerton, No) to ratify the agreement between Victor Valley Community College District and Ferrilli Information Group to provide Datatel consulting services. Term: 7/1/14-6/30/15 (Item #IN-70 on the Campus Technology Project list). Fiscal Impact: Not to exceed \$60,000.00, budgeted item.

10.8 PUBLIC COMMENT: Justin Gatewood

Agreement Renewal – Ferrilli Information Group

It was MSC (Denson/Brady, 5-0) to ratify the renewal agreement between Victor Valley Community College District and Ferrilli Information Group to purchase maintenance for Transport Management Interface (TMI). This five year agreement will be billed annually with an option to renew yearly for the term date beginning 7/1/14 through 6/30/19. Fiscal Impact: \$2,100.00, budgeted item, to be paid annually.

11. HUMAN RESOURCES

It was MSC (Brady/Wood, 5-0) to move agenda item 11.1 to the beginning of action items.

12. INFORMATION/DISCUSSION

12.1 Emeritus Status – Mary Sypkens

Submitted as an informational item.

12.2 First Read – Board Policy #2370 – Invocations at Board of Trustees Meetings

Submitted as an informational item.

Board President Henderson appointed Trustee Denson and Trustee Pinkerton to research Innovations at Board of Trustees meetings and report back at the next meeting.

It was MSC (Brady/Henderson, 5-0) to table agenda items 12.3, 12.4 and 12.5

12.3 TABLED First Read – Board Policy 2515 – Use of and Distribution of the Guaranteed Investment Contract Fund ("GIC")

Submitted as an informational item.

12.4 TABLED First Read – Board Policy #2525 – Percentage of Budget Committed to Classroom Instructional Employee Salary and Benefits

Submitted as an informational item.

12.5 TABLED First Read – Board Policy #6220 – Percentage of Budget Committed to Salary and Benefits

Submitted as an informational item.

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 - absent
- b) CSEA – Justin Gatewood
- c) AFT Part-Time Faculty United - Absent
- d) Management – Steve Garcia

14. PUBLIC COMMENTS RELATED TO NON-AGENDA ITEMS: Bill Greulich

15. BOARD COMMUNICATION

Trustee Brady: spoke on bringing some athletic spirit to the campus and providing better facilities for the football team. He welcomed Student Trustee Amanda Monroy and Dr. Wagner to VVC as the new Superintendent/President. In addition, he thanked Interim Superintendent/President Allan for what he has done for the college. He recently attended the CSEA luncheon and all VVC graduation with the exception of one.

Trustee Denson: enjoyed attending the VVC graduations. She wished Bill Greulich the best in his retirement. Thanked Dr. Wagner and is looking forward to working with him. In addition, she thanked Amanda Monroy for her interest on serving as Student Trustee.

Trustee Pinkerton: spoke on the pleasure of working with Interim, Superintendent/President Allan. He enjoyed Bill Greulich's historical speech and wished him well in his retirement.

Trustee Wood: spoke on his experiences meeting Bill Greulich in providing helpful insights and good direction. He thanked Interim, Superintendent/President Peter Allan for a great job and his leadership and welcomed Dr. Wagner and new Student Trustee Monroy.

Student Trustee Amanda Monroy wished Bill Greulich luck in his retirement and ensured him that his legacy will not go away. She is honored for the opportunity to serve on the Board.

15. ADJOURNMENT

It was MSC (Denson/Brady, 5-0) to adjourn the meeting at 8:30 p.m.

John Pinkerton, Clerk

Date Approved



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

Date: June 25, 2014

Place: President's Conference Room, Building 55, Victor Valley Community College, 18422 Bear Valley Road, Victorville, CA 92395

Dennis Henderson participating telephonically at 2840 Needles Highway Laughlin, Nevada

AGENDA ~ Board Room

Board Room Victor Valley Community College

1. CALL TO ORDER **4:30 p.m.**

The Board of Trustees of Victor Valley Community College District met in Open Session on June 25, 2014 in the President's Conference Room in Building 55. Board President Henderson called the meeting to order at 5 p.m.

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

Absent: John Pinkerton and Amanda Monroy

PLEDGE OF ALLEGIANCE

Brandon Wood led the Pledge of Allegiance to the Flag.

ANNOUNCEMENT OF ITEMS DELETED OR CORRECTED FROM THE AGENDA: None

PUBLIC COMMENTS RELATED TO AGENDA ITEMS: None

2. Board of Trustees

2.1 Order of Election and Specifications for November 4, 2014 – Resolution # 14-04

It was MSC (Brady/Denson, 4-0, Pinkerton absent) to adopt Resolution #14-04 ordering school district election for Governing Board members whose terms expire December 9, 2014. Fiscal Impact: None

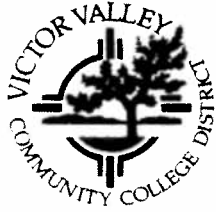
15. ADJOURNMENT

It was MSC (Denson/Brady, 4-0, Pinkerton absent) to adjourn the meeting at 5:02 p.m.

Joseph W. Brady, Vice President

Date Approved

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



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

Date: July 15, 2014

Place: **Closed Session:** 5-6 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

AGENDA ~ Board Room

1. CALL TO ORDER 5 p.m.

The Board of Trustees of Victor Valley Community College District met in Open Session on July 15, 2014 in the Board Room of the Administration Building. Board President Henderson called the meeting to order at 5 p.m.

TRUSTEE ROLL CALL: Dennis Henderson, President; Joseph W. Brady, Vice President; John Pinkerton, Clerk; Brandon Wood, Trustee; Lorrie Denson, Trustee, and Student Trustee Amanda Monroy

Absent: Amanda Monroy
Amanda Monroy arrived at 6 p.m.

PLEDGE OF ALLEGIANCE

Dennis Jones led the Pledge of Allegiance to the Flag.

ANNOUNCEMENT OF ITEMS DELETED OR CORRECTED FROM THE AGENDA: None

CLOSED SESSION ~ West Wing Conference Room

2. CLOSED SESSION 5-6 p.m.

2.1 ANNOUNCEMENT OF CLOSED SESSION ITEMS:

- a) CONFERENCE WITH LABOR NEGOTIATOR –
Government Code Section 54957.6
District Representative: Randy Erickson
Employee Organization: CSEA, CTA, AFT Part-Time Faculty United
- b) PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE
Public Employee No. 202071514
Government Code Section 54957(b)(1)
- c) Conference with Legal Counsel—Anticipated Litigation
Significant Exposure to Litigation (One Potential Case)
Government Code Section 54956.9(d)(2)

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

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

At 5:01 p.m. Board President Henderson recessed to Closed Session

REGULAR MEETING AGENDA
Board Room

3. **OPEN SESSION**

6 p.m.

- 3.1 At 6:06 p.m. Board President Henderson reconvened the meeting and announced that was no reportable action as a result of Closed Session.

ACTION AGENDA

4. **ADMINISTRATIVE SERVICES**

- 4.1 Authorized Signatory – Roger W. Wagner – Superintendent/President

It was MSC (Brady/Denson, 5-0) to approve the signature of Roger W. Wagner to represent the Board of Trustees in named matters for fiscal year 2014-2015 per Education Code 72272. Fiscal Impact: None

- 4.2 Agreement – A&E Inspection Services

It was MSC (Denson/Brady, Brady opposed 4-1) to approve to use the three (3) year agreement with A&E Inspection Services for Division of State Architect of Record services for the Dr. Prem Reddy Health and Sciences Building. Fiscal Impact: Not to exceed \$200,000.00, **Locally Bond Funded.**

- 4.3 Agreement – Merrell Johnson Companies

It was MSC (Denson/Henderson, 5-0) to approve to use the three (3) year agreement with Merrell Johnson Companies to perform materials testing and special inspection required during the construction of the Dr. Prem Reddy Health and Sciences Building. Fiscal Impact: Not to exceed \$240,000.00, **Locally Bond Funded.**

5. **INFORMATION/DISCUSSION**

- 5.1 PUBLIC COMMENT: Lynn Glickstein
RFQ for Legal Services

Information/Discussion

It was motioned by Trustee Brady and seconded by Trustee Wood to discuss the RFQ for legal services.

- 5.2 PUBLIC COMMENT: Elvin Momon
Silverado Stadium Facility Use

Information/Discussion

It was motioned by Trustee Wood and seconded by Trustee Brady to discuss the Silverado Stadium facility use.

- 5.3 PUBLIC COMMENT: Terry Reid
First Read – Board Policy #2370 Invocations at Board of Trustees Meetings

Information/Discussion

It was motioned by Trustee Brady and seconded by Trustee Pinkerton to discuss Board Policy #2370 Invocations at Board of Trustees Meetings

6. ADJOURNMENT

It was MSC (Denson/Brady, 5-0) to adjourn the meeting at 7:30 p.m.

John Pinkerton, Clerk

Date Approved

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

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

TOPIC: AGREEMENT— School Services of California

SUBMITTED BY: Trinda Best

RECOMMENDED BY: Trinda Best *Trinda Best*

APPROVED BY: Roger W. Wagner *[Signature]*

Description/Background:

School Services of California is professionally and specially trained and competent to provide factfinding services relative to collective bargaining negotiations as mandated by Sections 3540, et al., of the California Government Code.

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

Need:

District needs assistance regarding services relative to factfinding.

Fiscal Impact:

\$270 per hour plus expenses as billed. Budgeted.

Recommended Action:

It is recommended that the Board of Trustees ratify the agreement with School Services of California, Inc. for providing factfinding services June 18, 2014 – February 28, 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: NON-CLASSIFIED EMPLOYEES

SUBMITTED BY: Trinda Best

RECOMMENDED BY: Trinda Best *Trinda Best*

APPROVED BY: Roger W. Wagner *R. Wagner*

Description/Background:

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

Need:

Non-classified temporary employees per attached list.

Fiscal Impact:

Budgeted.

Recommended Action:

It is recommended that the Board of Trustees approve and/or ratify the appointments as listed.

Legal Review: YES NOT APPLICABLE

Reference for Agenda: YES NO

VICTOR VALLEY COLLEGE		Excel - NonClassified Log.xls			August 4, 2014
NON-CLASSIFIED EMPLOYEES					
NAME	REQUESTED DATES OF EMPLOYMENT	APPROVAL DATE	TYPE OF POSITION	POSITION	DEPARTMENT
Amaro, Loretta	08/04/14-09/12/14	8/12/2014	Short-Term Worker	Office Worker	A & R
Bauman, Matthew	01/02/15-06/30/15	8/12/2014	Short-Term Worker	PAC House Worker	Aux. Svcs./PAC
Bauman, Matthew	07/01/14-12/22/14	8/12/2014	Short-Term Worker-Ratification	PAC House Worker	Aux. Svcs./PAC
Cervantes, Jonathan	08/01/14-11/15/14	8/12/2014	Short-Term Worker	Asst. Coach-Football	Athletics
Clemons, Erika	08/11/14-09/13/14	8/12/2014	Short-Term Worker	Bookstore Stocker	Bookstore
Dahl, Andrew	01/02/15-06/30/15	8/12/2014	Short-Term Worker	PAC House Worker	Aux. Svcs./PAC
Dahl, Andrew	07/01/14-12/22/14	8/12/2014	Short-Term Worker-Ratification	PAC House Worker	Aux. Svcs./PAC
DeLaCruz, Stephanie	06/12/14-07/19/14	8/12/2014	Short-Term Worker-Ratification	Bookstore Cashier	Bookstore
Dickinson, Kirsten	08/11/14-09/13/14	8/12/2014	Short-Term Worker	Bookstore Cashier	Bookstore
Dominguez, Martha	08/11/14-09/13/14	8/12/2014	Short-Term Worker	Bookstore Stocker	Bookstore
Downing, Tracey	07/01/14-12/30/14	8/12/2014	Short-Term Worker-Ratification	Office Worker	Student Employment/FA
Downing, Tracey	06/16/14-06/30/14	8/12/2014	Short-Term Worker-Ratification	Office Worker	Student Employment/FA
Dunkle, Cheryl M.	08/11/14-09/13/14	8/12/2014	Short-Term Worker	Bookstore Stocker	Bookstore
Esposito, Michael	08/01/14-11/15/14	8/12/2014	Short-Term Worker	Asst. Coach-Football	Athletics
Frymire, Kevin	08/11/14-09/13/14	8/12/2014	Short-Term Worker	Bookstore Stocker	Bookstore
Godinez, Robert	08/01/14-11/15/14	8/12/2014	Short-Term Worker	Asst. Coach-Football	Athletics
Goslaw, Zachary	08/01/14-11/15/14	8/12/2014	Short-Term Worker	Asst. Coach-Football	Athletics
Gramajo, Efrén	06/16/14-07/19/14	8/12/2014	Short-Term Worker-Ratification	Bookstore Stocker	Bookstore
Gramajo, Efrén	06/16/14-07/19/14	8/12/2014	Short-Term Worker-Ratification	Bookstore Stocker	Bookstore

VICTOR VALLEY COLLEGE				Excel - NonClassified Log.xls		August 4, 2014
NON-CLASSIFIED EMPLOYEES						
NAME	REQUESTED DATES OF EMPLOYMENT	APPROVAL DATE	TYPE OF POSITION	POSITION	DEPARTMENT	
Gramajo, Efrén	08/11/14-09/13/14	8/12/2014	Short-Term Worker	Bookstore Stocker	Bookstore	
Gutierrez, Laura	08/06/14-09/05/14	8/12/2014	Short-Term Worker	Office Worker	Bursar	
Hassan, Balaila	06/12/14-07/19/14	8/12/2014	Short-Term Worker- Ratification	Bookstore Cashier	Bookstore	
Hoover, Michael	08/01/14-11/15/14	8/12/2014	Short-Term Worker	Asst. Coach-Football	Athletics	
Jacobs, Joshua	01/02/15-06/30/15	8/12/2014	Short-Term Worker	PAC House Worker	Aux. Svcs./PAC	
Jacobs, Joshua	07/01/14-12/22/14	8/12/2014	Short-Term Worker- Ratification	PAC House Worker	Aux. Svcs./PAC	
James, Wesley	07/01/14-10/31/14	8/12/2014	Short-Term Worker-Ratify	Office Worker	Financial Aid	
Jameson, Ronda	07/01/14-12/22/14	8/12/2014	Short-Term Worker- Ratification	PAC House Worker	Aux. Svcs./PAC	
Jameson, Ronda	01/02/15-06/30/15	8/12/2014	Short-Term Worker	PAC House Worker	Aux. Svcs./PAC	
Johnson, Nicole	06/16/14-07/19/14	8/12/2014	Short-Term Worker- Ratification	Bookstore Stocker	Bookstore	
Johnson, Nicole A.	08/11/14-09/13/14	8/12/2014	Short-Term Worker	Bookstore Stocker	Bookstore	
Kim, Lucas	08/01/14-11/15/14	8/12/2014	Short-Term Worker	Asst. Coach-M. Soccer	Athletics	
Kosik, Justin	08/01/14-11/15/14	8/12/2014	Short-Term Worker	Asst. Coach-Football	Athletics	
Lee, Leif J.	08/11/14-09/13/14	8/12/2014	Short-Term Worker	Bookstore Stocker	Bookstore	
Leon, Brenna	08/01/14-11/15/14	8/12/2014	Short-Term Worker	Asst. Coach- Volleyball	Athletics	
Marlatt-Martinez, Kortny	08/31/14-09/13/14	8/12/2014	Short-Term Worker	Office Worker	Aux. Svcs.	
Mazzola, Mary	08/11/14-09/13/14	8/12/2014	Short-Term Worker	Bookstore Stocker	Bookstore	
Miller, Dento	08/11/14-09/13/14	8/12/2014	Short-Term Worker	Bookstore Stocker	Bookstore	
Montgomery, Ke'uana	08/11/14-09/13/14	8/12/2014	Short-Term Worker	Bookstore Stocker	Bookstore	

VICTOR VALLEY COLLEGE NON-CLASSIFIED EMPLOYEES		Excel - NonClassified Log.xls			August 4, 2014
NAME	REQUESTED DATES OF EMPLOYMENT	APPROVAL DATE	TYPE OF POSITION	POSITION	DEPARTMENT
Pearson, Sonia	06/16/14-07/19/14	8/12/2014	Short-Term Worker- Ratification	Bookstore Cashier	Bookstore
Pearson, Sonia	08/11/14-09/13/14	8/12/2014	Short-Term Worker	Bookstore Stocker	Bookstore
Peterson, Ariel	08/11/14-09/13/14	8/12/2014	Short-Term Worker	Bookstore Cashier	Bookstore
Quach, Julia	07/01/14-12/22/14	8/12/2014	Short-Term Worker- Ratification	PAC House Worker	Aux. Svcs./PAC
Quach, Julia	01/02/15-06/30/15	8/12/2014	Short-Term Worker	PAC House Worker	Aux. Svcs./PAC
Reveron, Rosyli	08/01/14-11/15/14	8/12/2014	Short-Term Worker	Asst. Coach W. Soccer	Athletics
Sanchez, Daniel	08/06/14-09/12/14	8/12/2014	Short-Term Worker	Office Worker	A & R
Saruwatari, Kerstin	08/06/14-09/05/14	8/12/2014	Short-Term Worker	Office Worker	Bursar
Shellmire, Shardonnae	08/11/14-09/14/14	8/12/2014	Short-Term Worker	Office Worker	Aux. Svcs.
Smith, Herman	08/01/14-11/15/14	8/12/2014	Short-Term Worker	Asst. Coach-Football	Athletics
Sweet, Jacob	08/25/14-06/13/15	8/12/2014	Short-Term Worker	Life Drawing Model	Art/Photo
Tirado, Evonne	08/11/14-09/13/14	8/12/2014	Short-Term Worker	Bookstore Stocker	Bookstore
Torres, Eliseo	08/11/14-09/13/14	8/12/2014	Short-Term Worker	Bookstore Stocker	Bookstore
Valenzuela, Teresa	07/01/14-12/30/14	8/12/2014	Short-Term Worker	Office Worker	Counseling
Wilkerson, Eric	08/01/14-11/15/14	8/12/2014	Short-Term Worker	Asst. Coach-Football	Athletics
Williams Jr., Clyde L.	07/23/14-11/15/14	8/12/2014	Short-Term Worker	Asst. Coach - Football	Athletics
Williams Jr., Clyde L.	03/01/14-05/09/14	8/12/2014	Short-Term Worker-Ratify	Asst. Coach - Softball	Athletics
Approval list approved by:					August 12, 2014
					Date

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

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

TOPIC: AGREEMENT— Colli & Associates

SUBMITTED BY: Trinda Best

RECOMMENDED BY: Trinda Best *Trinda Best*

APPROVED BY: Roger W. Wagner *R. Wagner*

Description/Background:

Colli & Associates conducted credit check services for presidential search finalists per the request of the Board of Trustees.

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

Need:

Applicant credit checks for Superintendent/President finalists.

Fiscal Impact:

\$900 – Budgeted item

Recommended Action:

It is recommended that the Board of Trustees ratify the agreement with Colli and Associates, Educational Consultants for conducting credit check services May 1, 2014 – 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: RENEW INDEPENDENT CONTRACTOR AGREEMENT—Liebert Cassidy Whitmore

SUBMITTED BY: Trinda Best

RECOMMENDED BY: Trinda Best *Trinda Best*

APPROVED BY: Roger W. Wagner *Roger W. Wagner*

Description/Background:

Renew Agreement with Liebert Cassidy Whitmore's Southern California Community College District Employment Relations Consortium to provide four days of group training workshops covering employment relations subjects during the 2014-2015 year.

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

Need:

Management training workshops covering various employment relations subjects and management rights and obligations. The training also fulfills one of the accreditation recommendations for leadership development.

Fiscal Impact: \$3,350 – budgeted item.

Recommended Action:

It is recommended that the Board of Trustees ratify the agreement with Liebert Cassidy Whitmore for services from July 1, 2014 to June 30, 2015.

Legal Review: YES NOT APPLICABLE


Reference for Agenda: YES NO

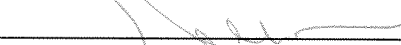
**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM**

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

TOPIC: CONTRACT- PARAGON TACTICAL

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

RECOMMENDED BY: Peter Maphumulo 

APPROVED BY: Roger W. Wagner 

Description/Background:

Ratification of the contract between Victor Valley Community College District and Paragon Tactical to install a floor mounted Dual Running Man (DRM) system and a Ballistic wall to protect the DRM system from bullets as an add on to our existing system in the Shooting Range. This agreement begins June 1, 2014 and ends June 30, 2014.

Need:

This system will provide students with a unique opportunity to gain instruction and training in real life scenarios.

Fiscal Impact:

Budgeted. \$21,289.00 - Perkins Grant.

Recommended Action:

It is recommended by the Superintendent/President that the Board of Trustees ratifies the contract between Victor Valley Community College District and Paragon Tactical. This agreement begins June 1, 2014 and ends 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: WASTEWATER INTERNSHIP AGREEMENT—VICTOR VALLEY
WASTEWATER RECLAMATION AUTHORITY

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

RECOMMENDED BY: Peter Maphumulo *Peter Maphumulo*

APPROVED BY: Roger W. Wagner *Roger W. Wagner*

Description/Background:

The District wishes to ratify an agreement between Victor Valley Community College District and Victor Valley Wastewater Reclamation Authority. The agreement begins June 12, 2014, through the Spring 2015 semester. The term shall automatically renew for subsequent academic years starting with each summer training period (or session) unless written notice of termination has been given by a party pursuant to sub-section C of the agreement.

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

Need:

To provide wastewater learning facilities for on-the-job training to non-paid wastewater interns through the Cooperative Education Department. Wastewater interns need 1800 – 2080 work hours (OJT) in order to receive their Wastewater Operator I certificate to work in the industry.

Fiscal Impact:

None

Recommended Action:

It is recommended by the Superintendent/President that the Board of Trustees ratify an agreement between Victor Valley Community College District and Victor Valley Wastewater Reclamation Authority. The agreement begins June 12, 2014, through the Spring 2015 semester. The term shall automatically renew for subsequent academic years starting with each summer training period (or session) unless written notice of termination has been given by a party pursuant to sub-section C of the agreement.

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 – S & B FOODS

SUBMITTED BY: Carl D. Smith, Director EOPS/CARE Departments

RECOMMENDED BY: Peter Maphumulo, 

APPROVED BY: Roger W. Wagner 

Description/Background:

The District desires to ratify an Independent Contractor Agreement between Victor Valley Community College District and S & B Foods for providing refreshments for the 2014 EOPS Orientation. The period of this agreement is January 29, 2014.

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

Need:

In compliance with AP 6330.

Fiscal Impact:

Budgeted – Not to exceed \$500.00 – EOPS Funded

Recommended Action:

It is recommended by the Superintendent/President that Board of Trustees ratify an Independent Contractor Agreement between Victor Valley Community College District and S & B Foods for providing refreshments for the 2014 EOPS Orientation. The period of this agreement is January 29, 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 *Peter Maphumulo*
APPROVED BY: Roger W. Wagner *R. Wagner*

Description/Background:

The District desires to ratify an agreement between Victor Valley Community College District and CAE Healthcare, Inc., for a multi-year maintenance support for four (4) MetiMan simulation mannequins used in the Paramedic program. The period of agreement varies per mannequin as outlined below.

- Serial Number MMP312 – October 17, 2015 through June 7, 2017
- Serial Number MMP130 – February 27, 2015 through June 7, 2017
- Serial Number MMP197 – June 5, 2015 through June 7, 2017
- Serial Number MMP056 – December 2, 2015 through June 7, 2017

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

Need:

For use with the Paramedic program's MetiMan simulation mannequins.

Fiscal Impact:

Budgeted item - \$37,239.84

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 a multi-year maintenance support for four (4) MetiMan simulation mannequins used in the Paramedic program. The period of agreement varies per mannequin.

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 - DENNIS CHILDRESS
SUBMITTED BY: Pat Luther, Dean, Health Sciences, Public Safety & Instructional Technology
RECOMMENDED BY: Peter Maphumulo *Peter Maphumulo*
APPROVED BY: Roger W. Wagner *Roger W. Wagner*

Description/Background:

The District desires to ratify an agreement between Victor Valley Community College District and Dennis Childress for providing a state-certified class on Ethical Leadership. The period of this agreement is March 25, 2014.

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

Need:

The Fire Technology Department required the one-day course to maintain their certification and ability to instruct the program.

Fiscal Impact:

Budgeted item - \$900.00

Recommended Action:

It is recommended by the Superintendent/President that the Board of Trustees ratify an agreement between Victor Valley Community College District and Dennis Childress for providing a state-certified class on Ethical Leadership. The period of this agreement is March 25, 2014.

Legal Review: YES NOT APPLICABLE

Reference for Agenda: YES NO

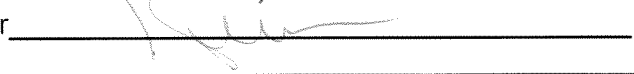
**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM**

BOARD CONSENT BOARD ACTION BOARD INFORMATION (no action required)

TOPIC: CLINICAL FACILITY USE CONTRACT – HIGH DESERT HOSPICE SERVICES, INC.

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

RECOMMENDED BY: Peter Maphumulo 

APPROVED BY: Roger W. Wagner 

Description/Background:

The District wishes to ratify an agreement between Victor Valley Community College District and High Desert Hospice Services. The agreement begins July 1, 2014 and will continue until either party chooses to terminate the agreement with a 30-day written notice no earlier than the end of the District term that is in session at that time.

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

Need:

To provide clinical learning facilities for Registered Nursing, Allied Health and other related Health Sciences programs for the benefit of students and for the community.

Fiscal Impact:

None

Recommended Action:

It is recommended by the Superintendent/President that Board of Trustees ratify an agreement between Victor Valley Community College District and High Desert Hospice Services, Inc. The agreement begins July 1, 2014 and will continue until either party chooses to terminate the agreement with a 30-day written notice no earlier than the end of the District term that is in session at that time.

Legal Review: YES NOT APPLICABLE

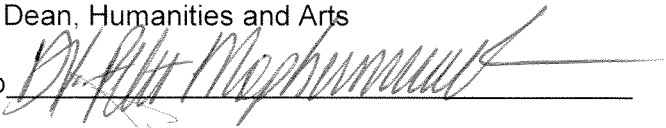
Reference for Agenda: YES NO

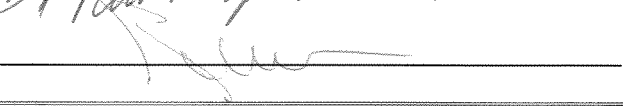
**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM**

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

TOPIC: INDEPENDENT CONTRACTOR AGREEMENT – JOHN TONYAN

SUBMITTED BY: E. Paul Williams, Dean, Humanities and Arts

RECOMMENDED BY: Peter Maphumulo 

APPROVED BY: Roger W. Wagner 

Description/Background:

The District desires to ratify an Independent Contractor Agreement between Victor Valley Community College District and John Tonyan to perform piano tuning and servicing in the Music Department. The period of this agreement is July 1, 2014 through June 30, 2015.

Need:

To provide piano tuning and servicing in the Music Department.

Fiscal Impact:

Budgeted item – Not to exceed \$3380.00

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 John Tonyan to provide piano tuning and servicing in the Music Department. The period of this agreement is July 1, 2014 through June 30, 2015.

Legal Review: YES ___ NOT APPLICABLE

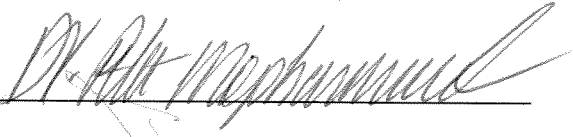
Reference for Agenda: YES ___ NO

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

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

TOPIC: LICENSE RENEWAL –COMMUNITY COLLEGE LEAGUE CALIFORNIA (CCLC) CONSORTIUM

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

RECOMMENDED BY: Peter Maphumulo 

APPROVED BY: Roger W. Wagner 

Description/Background:

The District desires to ratify the renewal of a Victor Valley Community College license with Community College League California (CCLC) to access Turnitin.com, an anti-plagiarism software. The license is from August 1, 2014 through July 31, 2015.

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

Need:

Turnitin checks student work for originality, provides digital grading tools, and streamlines web-based peer reviews. Turnitin has aligned with CCLC to provide discounted consortium pricing.

Fiscal Impact:

Budgeted item. Amount invoiced will be based on the California Community College system's tier of participation. Tier 1 pricing would be \$18,060.98 and Tier 2 pricing would be \$17,127.38.

Recommended Action:

It is recommended by the Superintendent/President that the Board of Trustees ratify the renewal of a Victor Valley Community College license with Community College League California (CCLC) to access Turnitin.com. The license is from August 1, 2014 through July 31, 2015.

Legal Review: YES NOT APPLICABLE

Reference for Agenda: YES NO

Community College Library Consortium

ELECTRONIC INFORMATION RESOURCES COOPERATIVE PURCHASING PROGRAM

A joint endeavor of the Council of Chief Librarians and the Community College League of California

Invoice #: 6933

TO:

Victor Valley College
18422 Bear Valley Rd
Victorville, CA 92392-5849

Invoice Date: 07/01/2014

Acct #: 195

Primary Contact: Leslie Huiner

Term: Aug 2014-July 2015

Database Name	Vendor Name	Cost
Turnitin per campus fee	Turnitin	\$525.00
Turnitin per FTE	Turnitin	\$17,535.98
Totals		\$18,060.98



 OKAY TO PAY
 Signature
 6/19/14

Payment is due and should be received by CCLC no later than 08/04/2014

Questions regarding this invoice should be directed to Sarah at sarah@ccleague.org. Send payment with one copy of this invoice to CCLC, 2017 "O" Street, Sacramento, CA 95811.

Effective August 2002 procedures for delinquent invoices are in place. They include a 5% penalty fee and suspension of access to the database(s) when payment is 90 days past the date of issuance on the invoice.

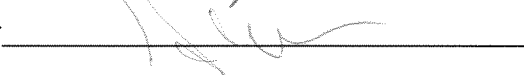
**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM**

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

TOPIC: INDEPENDENT CONTRACTOR AGREEMENT – NORA TANNERT DBA THE GRIND COFFEE HOUSE

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

RECOMMENDED BY: Peter Maphumulo 

APPROVED BY: Roger W. Wagner 

Description/Background:

The District desires to ratify an agreement between Victor Valley Community College District and Nora Tannert, dba The Grind Coffee House for providing catering services for the English Department. The period of this agreement is May 16, 2014.

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

Need:

In compliance with AP 6330

Fiscal Impact:

Budgeted item - Not to exceed \$420.00 – BSI Grant Funded

Recommended Action:

It is recommended by the Superintendent/President that the Board of Trustees ratify an agreement between Victor Valley Community College District and Nora Tannert, dba The Grind Coffee House for providing catering services for the English Department. The period of this agreement is May 16, 2014.

Legal Review: YES NOT APPLICABLE

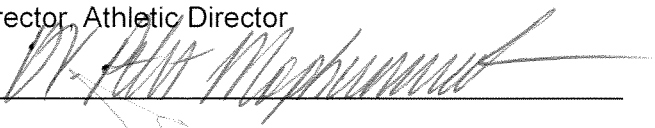
Reference for Agenda: YES NO

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

BOARD CONSENT BOARD ACTION BOARD INFORMATION (no action required)

TOPIC: AGREEMENT – MKH MEDICAL ELECTRONICS

SUBMITTED BY: Jaye Tashima, Director, Athletic Director

RECOMMENDED BY: Peter Maphumulo 

APPROVED BY: Roger W. Wagner 

Description/Background:

The District desires to ratify an agreement between Victor Valley Community College District and MKH Medical Electronics for the maintenance, calibration and performance verification of therapy equipment in the athletic training room. The period of this agreement is July 1, 2014 to June 30, 2015.

Need:

To ensure student safety in the athletic training room.

Fiscal Impact:

Budgeted. Not to exceed \$1000.00

Recommended Action:

It is recommended by the Superintendent/President that the Board of Trustees ratify an agreement between Victor Valley Community College District and MKH Medical Electronics for the maintenance, calibration and performance verification of therapy equipment in the Athletic training Room. The period of this agreement is July 1, 2014 to June 30, 2015.

Legal Review: YES NOT APPLICABLE

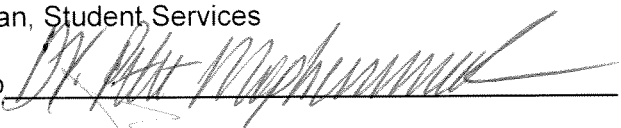
Reference for Agenda: YES NO

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

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

TOPIC: INDEPENDENT CONTRACTOR AGREEMENT – S & B FOODS

SUBMITTED BY: Arthur Lopez, Dean, Student Services

RECOMMENDED BY: Peter Maphumulo 

APPROVED BY: Roger W. Wagner 

Description/Background:

The District desires to ratify an Independent Contractor Agreement between Victor Valley Community College District and S & B Foods for providing refreshments for the 2014 VVC Community Job Fair. The period of this agreement is April 24, 2014.

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

Need:

In compliance with AP 6330.

Fiscal Impact:

Budgeted – Not to exceed \$1,252.80

Recommended Action:

It is recommended by the Superintendent/President that Board of Trustees ratify an Independent Contractor Agreement between Victor Valley Community College District and S & B Foods for providing refreshments for the 2014 VVC Community Job Fair. The period of this agreement is April 24, 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 X BOARD ACTION ___ BOARD INFORMATION (no action required) ___

TOPIC: CLINICAL FACILITY USE CONTRACT – VICTOR VALLEY COLLEGE
CHILD DEVELOPMENT LAB CLASSROOM

SUBMITTED BY: Rolando Regino, Dean, Science, Technology, Engineering & Math

RECOMMENDED BY: Peter Maphumulo 

APPROVED BY: Roger W. Wagner 

Description/Background:

The District wishes to ratify an agreement between Victor Valley Community College District and Victor Valley College Child Development Lab Classroom for the purpose of serving as a clinical site for well children. The agreement begins August 1, 2014 and will continue until either party chooses to terminate the agreement with a 30-day written notice no earlier than the end of the District term that is in session at that time.

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

Need:

Nursing students will be mentored and observed by Child Development Lab staff with typically developing well children.

Fiscal Impact:

None

Recommended Action:

It is recommended by the Superintendent/President that Board of Trustees ratify an agreement between Victor Valley Community College District and Victor Valley College Child Development Lab Classroom. The agreement begins August 1, 2014 and will continue until either party chooses to terminate the agreement with a 30-day written notice no earlier than the end of the District term that is in session at that time.

Legal Review: YES X NOT APPLICABLE ___

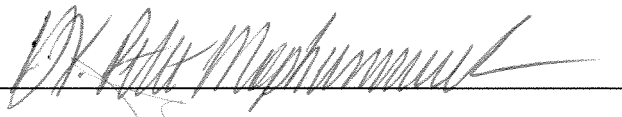
Reference for Agenda: YES ___ NO X

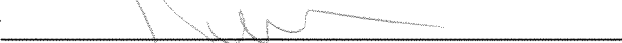
**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM**

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

TOPIC: LICENSE AGREEMENT RENEWAL – EUREKA

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

RECOMMENDED BY: Peter Maphumulo 

APPROVED BY: Roger W. Wagner 

Description/Background:

The District desires to ratify a renewal of a site license agreement with Eureka, a computerized career exploration program, for use within the Student Services Division. The period of this agreement is July 1, 2014 through June 30, 2015.

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

Need:

For student use in the Transfer Center

Fiscal Impact:

Budgeted. Not to exceed \$1,351.57

Recommended Action:

It is recommended by the Superintendent/President that the Board of Trustees ratify the renewal of a site license agreement with Eureka, a computerized career exploration program. 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: Extended ID Card & System Operations License Agreement.

SUBMITTED BY: Leonard Knight, Chief of Police

RECOMMENDED BY: Leonard Knight *L. Knight*

APPROVED BY: Roger W. Wagner, President *R. Wagner*

Description/Background:

It is necessary for the Victor Valley Community College Police Department to enter into an agreement to maintain the license for the ID Card System with CI Solutions.

Need:

The Victor Valley Community College Police Department desires to enter into an agreement to maintain the license for the ID Card System with CI Solutions for the period of June 23, 2014-June 23, 2015 in order to provide police department personnel official identification.

Fiscal Impact:

\$795.00 Budgeted Item

Recommended Action:

It is recommended that the Board of Trustees approve the Agreement between CI Solutions and Victor Valley College Police Department for the license of the ID Card System for the period of June 23, 2014 to June 23, 2015 at the cost of \$795.00.

Legal Review: YES ___ NOT APPLICABLE X ___

Reference for Agenda: YES ___ NO X ___

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

BOARD CONSENT BOARD ACTION BOARD INFORMATION (no action required)

TOPIC: Extended Printer Service Agreement

SUBMITTED BY: Leonard Knight, Chief of Police

RECOMMENDED BY: Leonard Knight 

APPROVED BY: Roger W. Wagner, President 

Description/Background:

It is necessary for the Victor Valley Community College Police Department to enter into an agreement for maintenance of the ID Card System with CI Solutions.

Need:

The Victor Valley Community College Police Department desires to continue a maintenance agreement on the ID Card System Printer with CI Solutions for the period of June 23, 2014-June 23, 2015, to ensure the system operates efficiently.

Fiscal Impact:

\$480.00 Budgeted Item

Recommended Action:

It is recommended that the Board of Trustees approve the Agreement between CI Solutions and Victor Valley College Police Department for maintenance of the ID Card System Printer for the period of June 23, 2014 to June 23, 2015 at the cost of \$480.00.

Legal Review: YES NOT APPLICABLE

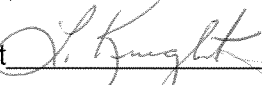
Reference for Agenda: YES NO

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

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

TOPIC: WARRANTY AGREEMENT RENEWAL BETWEEN PACIFIC PARKING SYSTEMS, INC. AND VICTOR VALLEY COLLEGE CAMPUS POLICE

SUBMITTED BY: Leonard Knight, Chief of Police

RECOMMENDED BY: Leonard Knight 

APPROVED BY: Roger W. Wagner, President 

Description/Background:

It is necessary for the Campus Police Department to renew the warranty agreement with Pacific Parking Systems, Inc. for maintenance of the college's parking dispenser equipment.

Need:

The Victor Valley Community College Police Department desires to renew the warranty agreement with Pacific Parking Systems, Inc. for the period of August 12, 2014 to August 12, 2015 for maintenance of the college's parking dispenser equipment.

Fiscal Impact:

\$3,866.67 Annually. Budgeted

Recommended Action:

It is recommended that the Board of Trustees approve the Renewal Agreement between Pacific Parking Systems, Inc. and Victor Valley College Campus Police Department for maintenance of the college's parking dispenser equipment for the period of August 12, 2014 to August 12, 2015 at the cost of \$3,866.67

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: USE OF FORCE CONTRACT AGREEMENT RENEWAL BETWEEN THE COUNTY OF SAN BERNARDINO AND VICTOR VALLEY COLLEGE POLICE DEPARTMENT.

SUBMITTED BY: Leonard Knight, Chief of Police

RECOMMENDED BY: Leonard Knight *Leonard Knight*

APPROVED BY: Roger W. Wagner, President *R. Wagner*

Description/Background:

It is necessary for the Victor Valley Community College Police Department to renew the contract to provide the Use of Force Instructional Update Course and Trimester Use of Force Training July 1, 2014- June 30, 2017 for police officers.

Need:

The Victor Valley Community College Police Department desires to renew the contract with the County of San Bernardino to provide the Use of Force Instructional Update Course and Trimester Use of Force Training July 1, 2014- June 30, 2017 for police officers.

Fiscal Impact:

\$17,200.00 Budgeted Item

Recommended Action:

It is recommended that the Board of Trustees approve the contract with the County of San Bernardino to provide the Use of Force Instructional Update Course and Trimester Use of Force Training 2014-17 for police officers, effective July 01, 2014 to June 30, 2017 at the cost of \$110 per Officer per trimester.

Legal Review: YES NOT APPLICABLE

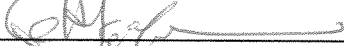
Reference for Agenda: YES NO

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

BOARD CONSENT BOARD ACTION BOARD INFORMATION (no action required)

TOPIC: CORRECTION TO AGENDA ITEM 5.24 REGARDING DESIGNATION OF NEWSPAPER FOR 2014-2015 DISTRICT BUDGET PUBLIC HEARING

SUBMITTED BY: Karen Hardy, Fiscal Services

RECOMMENDED BY: G.H. Javaheripour 

APPROVED BY: Roger W. Wagner 

Description/Background:

Item 5:24: Designation of Newspaper for 2014-2015 District Budget Public Hearing, was approved by the Board of Trustees at the June 10, 2014 Board of Trustees meeting, but contained an error in the Recommended Action. The date submitted for the Public Hearing was September 11, 2014 and should have been September 9, 2014.

Need:

This action is to correct the reading of the Recommended Action due to an error of the public hearing date.

Fiscal Impact: None

Recommended Action:

It is recommended the Board of Trustees approve the correction to the Recommended Action to read, "It is recommended the Board of Trustees designate the Victor Valley Daily Press as the newspaper in which to publish the Proposed Budget Inspection dates as September 2 through 9, 2014, and Public Hearing date as September 9, 2014."

Legal Review: YES NOT APPLICABLE

Reference for Agenda: YES NO

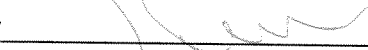
**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM**

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

TOPIC: BOARD OF TRUSTEES PAYMENTS REPORTS

SUBMITTED BY: Renee Reyes, Fiscal Services

RECOMMENDED BY: G.H. Javaheripour 

APPROVED BY: Roger W. Wagner 

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 RENEWAL – SIXTEN & ASSOCIATES

SUBMITTED BY: Karen Hardy, Fiscal Services

RECOMMENDED BY: G.H. Javaheripour 

APPROVED BY: Roger W. Wagner 

Description/Background:

The District wishes to renew its agreement with SixTen and Associates for State Mandate Claim Preparation for the 2014 - 2015 fiscal year. This will complete our prior year claims. In addition, for the 2014-2015 fiscal year, the District is filing Mandate Block Grants in lieu of annual actual cost claims, which are paid \$28 per funded FTE. The term of this agreement is from July 1, 2014 - June 30, 2015.

The State of California is required to reimburse Districts for the cost of implementing programs mandated by the State, such as Collective Bargaining. These programs are not directly funded, but instead require the District to submit claims annually to the State Controller.

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

Need:

The complexity of these annual claims requires special skills and experience, and the number of claims and the seasonal nature of the work to prepare and submit the claims would impact other duties of the Fiscal Services personnel. Government Code Section 53060 grants the District the authority to contract with and employ persons for the furnishing to the District of special services if such persons are specially trained, experienced, and competent to perform the services needed.

Fiscal Impact:

Not to exceed \$30,000.00 – Budgeted Item

Recommended Action:


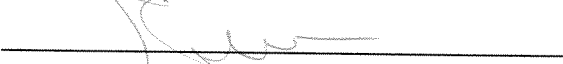
This item has been approved by the Superintendent/President, and it is recommended that the Board of Trustees ratify the agreement with SixTen and Associates in the amount not to exceed \$30,000.00 for the 2014-15 fiscal year.

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 – SIMPLEXGRINNELL
SUBMITTED BY: Edwin Martinez, Maintenance & Operations
RECOMMENDED BY: G.H. Javaheripour 
APPROVED BY: Roger W. Wagner 

Description/Background:

The District wishes to enter into an agreement with SimplexGrinnell to inspect and test all fire alarm systems on the Main Campus to include the elevator as well as fire alarm systems at the Regional Public Safety Training Center, for fiscal year 2014-2015.

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

Need:

Annual service is needed to ensure all fire alarm systems are working properly and effectively.

Fiscal Impact:

\$21,054.35– Budgeted Item

Recommended Action:

This item has been approved by the Superintendent/President, and it is recommended that the Board of Trustees ratify the agreement with SimplexGrinnell in the amount of \$21,054.35.

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 – SHIPLEY CONSTRUCTION & PLUMBING

SUBMITTED BY: Edwin Martinez, Maintenance & Operation

RECOMMENDED BY: G.H. Javaheripour 

APPROVED BY: Roger W. Wagner 

Description/Background:

The District wishes to enter into an agreement with Shipley Construction and Plumbing to replace a gas regulator 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 is a safety issue as the gas regulator was not working properly and needed to be replaced.

Fiscal Impact:

\$375.00 – Budgeted Item

Recommended Action:

This item has been approved by the Superintendent/President, and it is recommended that the Board of Trustees ratify the agreement with Shipley Construction and Plumbing in the amount of \$375.00.

Legal Review: YES ___ NOT APPLICABLE X

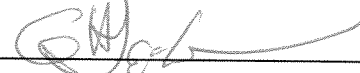
Reference for Agenda: YES ___ NO X

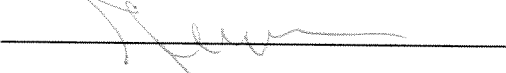
**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM**

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

TOPIC: INCREASE CONTRACT AMOUNT – THYSSENKRUPP ELEVATOR

SUBMITTED BY: Edwin Martinez, Maintenance and Operations

RECOMMENDED BY: G.H. Javaheripour 

APPROVED BY: Roger W. Wagner 

Description/Background:

The District wishes to increase the contract amount with ThyssenKrupp Elevator for maintenance of the elevators on campus. The agreement was originally ratified by the Board of Trustees at the June 13, 2013 meeting in the amount of \$28,475.00. Emergency adjustments and repairs were needed that exceeded the original contract amount.

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

Need:

This contract increase is necessary to pay for the adjustment and repair of the elevators for safety purposes.

Fiscal Impact:

\$1,818.00 – Budgeted item

Recommended Action:

This agreement has been approved by the Superintendent/President, and it is recommended that the Board of Trustees ratify the increase to the contract with ThyssenKrupp Elevator in the amount of \$1,818.00.

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 – HITT PLUMBING

SUBMITTED BY: Edwin Martinez, Maintenance & Operation

RECOMMENDED BY: G.H. Javaheripour 

APPROVED BY: Roger W. Wagner 

Description/Background:

The District wishes to enter into an agreement with Hitt Plumbing to perform numerous tests on all valves and fittings on the propane tanks at the Regional Public Safety Training Center. A small leak at the directional fitting in the hard line and a leak from the hose to the valve connection were repaired.

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

Need:

This is a safety issue. Faulty fittings need to be repaired to prevent gas leaks.

Fiscal Impact:

\$467.50 – Fund 71

Recommended Action:

This agreement has been approved by the Superintendent/President, and it is recommended that the Board of Trustees ratify the agreement with Hitt Plumbing in the amount of \$467.50.

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 – HITT PLUMBING

SUBMITTED BY: Edwin Martinez, Maintenance & Operation

RECOMMENDED BY: G.H. Javaheripour 

APPROVED BY: Roger W. Wagner 

Description/Background:

The District wishes to enter into an agreement with Hitt Plumbing to perform numerous tests on all valves and fittings on the propane tanks at the Regional Public Safety Training Center. A small leak at the directional fitting in the hard line and a leak from the hose to the valve connection were repaired.

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

Need:

This is a safety issue. Faulty fittings need to be repaired to prevent gas leaks.

Fiscal Impact:

\$467.50 – Fund 71

Recommended Action:

This agreement has been approved by the Superintendent/President, and it is recommended that the Board of Trustees ratify the agreement with Hitt Plumbing in the amount of \$467.50.

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 – HITT PLUMBING

SUBMITTED BY: Edwin Martinez, Maintenance & Operation

RECOMMENDED BY: G.H. Javaheripour 

APPROVED BY: Roger W. Wagner 

Description/Background:

The District wishes to enter into an agreement with Hitt Plumbing to perform numerous tests on all valves and fittings on the propane tanks at the Regional Public Safety Training Center. A small leak at the directional fitting in the hard line and a leak from the hose to the valve connection were repaired.

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

Need:

This is a safety issue. Faulty fittings need to be repaired to prevent gas leaks.

Fiscal Impact:

\$467.50 – Fund 71

Recommended Action:

This agreement has been approved by the Superintendent/President, and it is recommended that the Board of Trustees ratify the agreement with Hitt Plumbing in the amount of \$467.50.

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 – HITT PLUMBING

SUBMITTED BY: Edwin Martinez, Maintenance & Operation

RECOMMENDED BY: G.H. Javaheripour 

APPROVED BY: Roger W. Wagner 

Description/Background:

The District wishes to enter into an agreement with Hitt Plumbing to perform numerous tests on all valves and fittings on the propane tanks at the Regional Public Safety Training Center. A small leak at the directional fitting in the hard line and a leak from the hose to the valve connection were repaired.

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

Need:

This is a safety issue. Faulty fittings need to be repaired to prevent gas leaks.

Fiscal Impact:

\$467.50 – Fund 71

Recommended Action:

This agreement has been approved by the Superintendent/President, and it is recommended that the Board of Trustees ratify the agreement with Hitt Plumbing in the amount of \$467.50.

Legal Review: YES ___ NOT APPLICABLE X

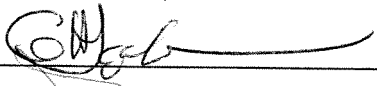
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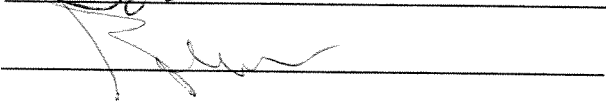
VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM

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

TOPIC: AGREEMENT – HITT PLUMBING

SUBMITTED BY: Edwin Martinez, Maintenance & Operation

RECOMMENDED BY: G.H. Javaheripour 

APPROVED BY: Roger W. Wagner 

Description/Background:

The District wishes to enter into an agreement with Hitt Plumbing to perform numerous tests on all valves and fittings on the propane tanks at the Regional Public Safety Training Center. A small leak at the directional fitting in the hard line and a leak from the hose to the valve connection were repaired.

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

Need:

This is a safety issue. Faulty fittings need to be repaired to prevent gas leaks.

Fiscal Impact:

\$467.50 – Fund 71

Recommended Action:

This agreement has been approved by the Superintendent/President, and it is recommended that the Board of Trustees ratify the agreement with Hitt Plumbing in the amount of \$467.50.

Legal Review: YES ___ NOT APPLICABLE X


Reference for Agenda: YES ___ NO X

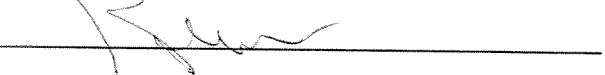
**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM**

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

TOPIC: AGREEMENT – HITT PLUMBING

SUBMITTED BY: Edwin Martinez, Maintenance & Operation

RECOMMENDED BY: G.H. Javaheripour 

APPROVED BY: Roger W. Wagner 

Description/Background:

The District wishes to enter into an agreement with Hitt Plumbing to perform numerous tests on all valves and fittings on the propane tanks at the Regional Public Safety Training Center. A small leak at the directional fitting in the hard line and a leak from the hose to the valve connection were repaired.

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

Need:

This is a safety issue. Faulty fittings need to be repaired to prevent gas leaks.

Fiscal Impact:

\$467.50 – Fund 71

Recommended Action:

This agreement has been approved by the Superintendent/President, and it is recommended that the Board of Trustees ratify the agreement with Hitt Plumbing in the amount of \$467.50.

Legal Review: YES ___ NOT APPLICABLE X


Reference for Agenda: YES ___ NO X

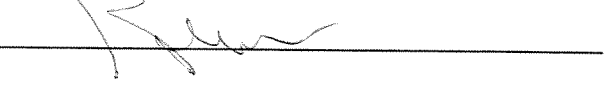
**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM**

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

TOPIC: AGREEMENT – HITT PLUMBING

SUBMITTED BY: Edwin Martinez, Maintenance & Operation

RECOMMENDED BY: G.H. Javaheripour 

APPROVED BY: Roger W. Wagner 

Description/Background:

The District wishes to enter into an agreement with Hitt Plumbing to perform numerous tests on all valves and fittings on the propane tanks at the Regional Public Safety Training Center. A small leak at the directional fitting in the hard line and a leak from the hose to the valve connection were repaired.

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

Need:

This is a safety issue. Faulty fittings need to be repaired to prevent gas leaks.

Fiscal Impact:

\$467.50 – Fund 71

Recommended Action:

This agreement has been approved by the Superintendent/President, and it is recommended that the Board of Trustees ratify the agreement with Hitt Plumbing in the amount of \$467.50.

Legal Review: YES ___ NOT APPLICABLE X


Reference for Agenda: YES ___ NO X

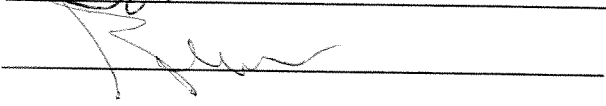
**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM**

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

TOPIC: AGREEMENT – HITT PLUMBING

SUBMITTED BY: Edwin Martinez, Maintenance & Operation

RECOMMENDED BY: G.H. Javaheripour 

APPROVED BY: Roger W. Wagner 

Description/Background:

The District wishes to enter into an agreement with Hitt Plumbing to perform numerous tests on all valves and fittings on the propane tanks at the Regional Public Safety Training Center. A small leak at the directional fitting in the hard line and a leak from the hose to the valve connection were repaired.

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

Need:

This is a safety issue. Faulty fittings need to be repaired to prevent gas leaks.

Fiscal Impact:

\$467.50 – Fund 71

Recommended Action:

This agreement has been approved by the Superintendent/President, and it is recommended that the Board of Trustees ratify the agreement with Hitt Plumbing in the amount of \$467.50.

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 – APPLIED POWER TECHNOLOGIES CORP.

SUBMITTED BY: Frank Smith, Technology & Information Resources

RECOMMENDED BY: G.H. Javaheripour 

APPROVED BY: Roger W. Wagner 

Description/Background:

The District wishes to enter into an agreement with Applied Power Technologies Corp. to purchase battery replacements and a network card for UPS System. (Item # IN-71, on Campus Technology Project list)

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

Need:

The standby battery backup is critical to maintain the operation of the campus and network infrastructure during any periods of electrical disruption.

Fiscal Impact:

\$ 4,887.00 – Budgeted Item

Recommended Action:

This item has been approved by the Superintendent/President, and it is recommended that the Board of Trustees ratify the agreement with Applied Power Technologies Corp. in the amount of \$4,887.00

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 – APPLIED POWER TECHNOLOGIES CORP.

SUBMITTED BY: Frank Smith, Technology & Information Resources

RECOMMENDED BY: G.H. Javaheripour 

APPROVED BY: Roger W. Wagner 

Description/Background:

The District wishes to enter into an agreement with Applied Power Technologies Corp. to provide preventive maintenance and remote monitoring for the uninterruptable power supply system (UPS) in the Technology Center Building #21. Term date: 7/1/14 – 6/30/15. (Item # IN-72, on the Campus Technology Project list)

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

Need:

The data center in the Technology Center Building #21 is serviced by an uninterruptable power supply system that also conditions the power to the main servers that provide data for the campus. This UPS system provides 20 minutes of backup power in the event of a power failure. A failure of the UPS system would result in a loss of data services during a power failure and possible damage to the main servers. This service agreement will provide routine maintenance and repair to maintain the reliability of the UPS system.

Fiscal Impact:

\$3,179.00 – Budgeted Item

Recommended Action:

This item has been approved by the Superintendent/President, and it is recommended that the Board of Trustees ratify the agreement with Applied Power Technologies Corp. in the amount of \$3,179.00.

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- CONTINUANT (RIGHT FAX SERVER)

SUBMITTED BY: Frank Smith, Technology & Information Resources

RECOMMENDED BY: G.H. Javaheripour 

APPROVED BY: Roger W. Wagner 

Description/Background:

The District wishes to renew its agreement with Continuant for the Right Fax Server support. This is a network fax software application that runs on a Windows platform. This solution allows users to send and receive faxes from users' desktop computers as well as the fax machine. Term: 7/1/14 – 6/30/15.

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

Need:

This software reduces faxed document delivery and saves VVC an estimated cost of \$750.00 per month.

Fiscal Impact:

\$4,652.44 – Budgeted Item

Recommended Action:

This item has been approved by the Superintendent/President, and it is recommended that the Board of Trustees ratify the agreement renewal with Continuant in the amount of \$4,652.44.

Legal Review: YES NOT APPLICABLE


Reference for Agenda: YES NO

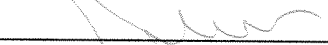
**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM**

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

TOPIC: AGREEMENT RENEWAL – OMNIUPDATE, INC.

SUBMITTED BY: Frank Smith, Technology & Information Resources

RECOMMENDED BY: G.H. Javaheripour 

APPROVED BY: Roger W. Wagner 

Description/Background:

The District wishes to renew its annual maintenance support agreement with OmniUpdate, Inc. for Content Management System for the District’s website. Term 7/1/14 - 6/30/15.

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

Need:

This system allows individual departments to submit their updated content for the college website in a text-based, web-compatible format. This format streamlines the webmaster’s ability to have the content posted in a timely manner.

Fiscal Impact:

\$29,000.00 - Budgeted Item

Recommended Action:


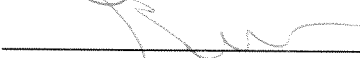
This item has been approved by the Superintendent/President, and it is recommended that the Board of Trustees ratify the agreement renewal with OmniUpdate, Inc. in the amount of \$29,000.00.

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 – SARS SOFTWARE PRODUCTS, INC.
SUBMITTED BY: Frank Smith, Technology & Information Resources
RECOMMENDED BY: G.H. Javaheripour 
APPROVED BY: Roger W. Wagner 

Description/Background:

The District wishes to enter into an agreement with SARS Software Products, Inc. to provide software licenses and support services for SARS-Trak, PC-Trak, SARS-Call and SARS Alert. The term of this agreement is five years and will be billed annually 8/1/14 – 6/30/19 (yr. 1 of 5). (Item # I-22, on the Campus Technology Projects list)

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

Need:

This software is needed to collect lab attendance and schedule and report student services appointments including but not limited to: Counseling, DSPS, and Assessment. In addition, this software makes automated courtesy calls to students to remind them of their appointments.

Fiscal Impact:

\$6,954.52 – Budgeted Item

Recommended Action:

This item has been approved by the Superintendent/President, and it is recommended that the Board of Trustees ratify the agreement with SARS Software Products, Inc. in the amount of \$6,954.52.

Legal Review: YES NOT APPLICABLE

Reference for Agenda: YES NO

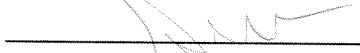
**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM**

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

TOPIC: AGREEMENT RENEWAL – ACTIVE DATA EXCHANGE

SUBMITTED BY: Frank Smith, Technology & Information Resources

RECOMMENDED BY: G.H. Javaheirpour 

APPROVED BY: Roger W. Wagner 

Description/Background:

The District wishes to renew its annual maintenance and support agreement with Active Data Exchange for Active Data Calendar. Term 9/1/14 – 8/31/15.

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

Need:

This maintenance and support agreement enables the District to provide a secure, campus-wide master calendaring system that connects to internally-used email and collaboration systems. It also makes District-wide calendar events available to the public through the college's website.

Fiscal Impact:

\$1,498.00 – Budgeted Item

Recommended Action:

This item has been approved by the Superintendent/President, and it is recommended that the Board of Trustees ratify the agreement renewal with Active Data Exchange in the amount of \$1,498.00.

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 – AMT Systems, Inc.
SUBMITTED BY: Robert Sewell, Auxiliary Services
RECOMMENDED BY: G.H. Javaheripour _____
APPROVED BY: Roger W. Wagner _____

Description/Background:

The District wishes to enter into an agreement with AMT Systems, Inc. to provide and install a Crestron Control System Panel at the Performing Arts Center.

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

Need:

This system is the only way to communicate with students and personnel backstage during a performance. This touch panel system is a component of the current video switching and stage monitoring system. The cameras are non-operable without this upgraded touch panel.

Fiscal Impact:

\$3,876.51 – Budgeted Item

Recommended Action:

This item has been approved by the Superintendent/President, and it is recommended that the Board of Trustees ratify the agreement with AMT Systems, Inc. in the amount of \$3,876.51.

Legal Review: YES ___ NOT APPLICABLE X

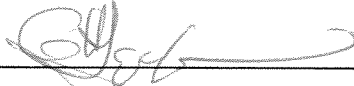
Reference for Agenda: YES ___ NO X

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

BOARD CONSENT BOARD ACTION BOARD INFORMATION (no action required)

TOPIC: RESCIND - BOARD DELEGATED AUTHORIZED SIGNATORY

SUBMITTED BY: G.H. Javaheripour, Administrative Services

RECOMMENDED BY: G.H. Javaheripour 

APPROVED BY: Roger W. Wagner 

Description/Background:

Signatory authority is granted by the board, based on an individual's position of service within the District. Per Education Code Section 72282, in order to terminate signatory authority granted by the board for legal documentation, the board must specifically act to rescind that action. The District wishes to terminate the signatory authority previously granted to the employee listed below:

Peter Allan

Need:

This action is necessary due to the retirement of Peter Allan from Victor Valley Community College District on June 30, 2014.

Fiscal Impact: None

Recommended Action:

It is recommended the Board of Trustees rescind all signatory authority for the employee(s) listed above, effective immediately.

Legal Review: YES NOT APPLICABLE

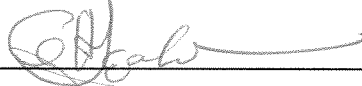
Reference for Agenda: YES NO

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

BOARD CONSENT BOARD ACTION BOARD INFORMATION (no action required)

TOPIC: AGREEMENT – MERRELL JOHNSON COMPANIES

SUBMITTED BY: Steve Garcia, Facilities Construction

RECOMMENDED BY: G.H. Javaheripour 

APPROVED BY: Roger W. Wagner 

Description/Background:

The District wishes to utilize an existing three (3) year agreement, which was originally approved by the Board on April 9, 2013, with Merrell Johnson Companies for materials testing and special inspection services needed to wrap up final construction issues at the Regional Public Safety Training Center (RPSTC).

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

Need:

Highland Partnership, the Design Build contractor for the RPSTC, has had unresolved issues in completing the collapsible building prop. As they have worked to resolve these issues, various material testing has been required by the Division of State Architects office. The District must pay these costs up front; however, Highland Partnership will reimburse the District for all required materials testing and special inspection.

Fiscal Impact:

\$897.50 – Fund 71, to be reimbursed to the District by Highland Partnership

Recommended Action:

This item has been approved by the Superintendent/President, and it is recommended that the Board of Trustees ratify the use of the three (3) year agreement with Merrell Johnson Companies to perform materials testing and special inspection at the Regional Public Safety Training Center in the amount of \$897.50.

Legal Review: YES NOT APPLICABLE

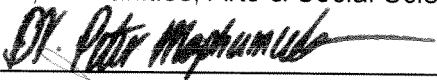
Reference for Agenda: YES NO

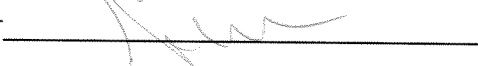
**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM**

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

TOPIC: AGREEMENT RENEWAL – CARD METER SYSTEM, INCORPORATED

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

RECOMMENDED BY: Peter Maphumulo 

APPROVED BY: Roger W. Wagner 

Description/Background:

The District wishes to ratify an agreement renewal between Victor Valley Community College District and Card Meter System, Incorporated originally board approved on November 10, 2009. The period of this agreement is for thirty-six months starting September 1, 2014. Upon the conclusion of this agreement on August 31, 2017, a two-year renewal option will be available. Card Meter System or Victor Valley Community College District may terminate this agreement by providing a 60 day notice to either party. Upon termination, both parties agree to pay each other any pending charges.

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

Need:

This agreement provides support service to the four (4) photo copy machines and card readers for student use in the main library at Victor Valley Community College.

Fiscal Impact:

None

Recommended Action:


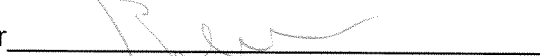
It is recommended by the Superintendent/President that the Board of Trustees ratify an agreement renewal between Victor Valley Community College District and Card Meter System, Incorporated originally board approved on November 10, 2009. The period of this agreement is for thirty-six months starting September 1, 2014. Upon the conclusion of this agreement on August 31, 2017, a two-year renewal option will be available.

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 EXTENSION- GOVERNET
SUBMITTED BY: Peter Maphumulo, Executive Vice President, Instruction & Student Services
RECOMMENDED BY: Peter Maphumulo 
APPROVED BY: Roger W. Wagner 

Description/Background:

The District wishes to ratify an agreement extension between Victor Valley Community College District and Governet, originally board approved in 2006, for the annual support, maintenance and hosting fees for CurricUNET, an internet-based software application. The period of this agreement is July 1, 2014 to June 30, 2017.

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

Need:

For the annual support, maintenance and hosting of CurricUNET, an internet-based software application for submitting course and program proposals via a web browser

Fiscal Impact:

Budgeted item. Annual Maintenance, Support and Hosting Fee schedule as follows:

July 1, 2014 – June 30, 2015: \$17,655
July 1, 2015 – June 30, 2016: \$19,420
July 1, 2016 – June 30, 2017: \$20,000

Recommended Action:

It is recommended by the Superintendent/President that the Board of Trustees ratify an agreement extension between Victor Valley Community College District and Governet for the annual support, maintenance and hosting fees for CurricUNET, an internet-based software application. The period of this extension agreement is July 1, 2014 to June 30, 2017.

Legal Review: YES NOT APPLICABLE

Reference for Agenda: YES NO

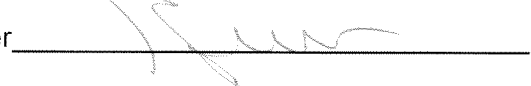
**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM**

BOARD CONSENT BOARD ACTION BOARD INFORMATION (no action required)

TOPIC: STUDENT UNPAID FIELD INTERNSHIP – BIG BEAR FIRE AUTHORITY

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

RECOMMENDED BY: Peter Maphumulo 

APPROVED BY: Roger W. Wagner 

Description/Background:

The District desires to ratify an agreement between Victor Valley Community College District and Big Bear Fire Authority providing an unpaid field internship for students preparing to register for Fire 95 (Basic Fire Academy). The term for this agreement is July 1, 2014 and shall remain in effect for three (3) years from the effective date.

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

Need:

To provide students enrolled in the Fire program an opportunity to obtain broader field learning experiences.

Fiscal Impact:

None

Recommended Action:

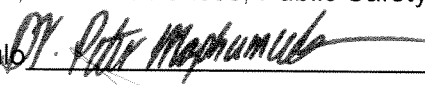
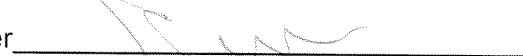
It is recommended by the Superintendent/President that the Board of Trustees ratify an agreement between Victor Valley Community College District and Big Bear Fire Authority providing an unpaid field internship for students preparing to register for Fire 95 (Basic Fire Academy). The term for this agreement is July 1, 2014 and shall remain in effect for three (3) years from the effective date.

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: STUDENT AFFILIATION AGREEMENT – HOSPITAL OF BARSTOW, DBA BARSTOW COMMUNITY HOSPITAL
SUBMITTED BY: Pat Luther, Dean, Health Sciences, Public Safety & Industrial Technology
RECOMMENDED BY: Peter Maphumulo 
APPROVED BY: Roger W. Wagner 

Description/Background:

The District desires to ratify an agreement between Victor Valley Community College District and Hospital of Barstow, dba Barstow Community Hospital to provide clinical facilities for Emergency Medical Technician and Emergency Medical Technician-Paramedic programs. The period of this agreement is June 1, 2014 through May 31, 2017. Either party may terminate this agreement without cause by giving thirty (30) days' written notice to the other party. However, in such a case, this Agreement shall continue in full force until students complete current clinical rotations.

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

Need:

To provide clinical training to students for Emergency Medical Technician and Emergency Medical Technician-Paramedic programs.

Fiscal Impact:

None

Recommended Action:

It is recommended by the Superintendent/President that the Board of Trustees ratify an agreement between Victor Valley Community College District Hospital of Barstow, dba Barstow Community Hospital to provide clinical facilities for Emergency Medical Technician and Emergency Medical Technician-Paramedic programs. The period of this agreement is June 1, 2014 through May 31, 2017. Either party may terminate this agreement without cause by giving thirty (30) days' written notice to the other party. However, in such a case, this Agreement shall continue in full force until students complete current clinical rotations.

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 AND RENEWAL – CUSTOM ANSWERS SOFTWARE INC.

SUBMITTED BY: Frank Smith, Technology & Information Resources

RECOMMENDED BY: G.H. Javaheripour  _____

APPROVED BY: Roger W. Wagner  _____

Description/Background:

The District wishes to amend and renew its annual agreement with Custom Answers Software Inc., (previously known as Custom FAQs Solutions Ltd.) for the web-based application that offers on-line customer service. The term of this agreement is five years and will be billed annually 9/1/2011 – 8/31/2016 (yr. 4 of 5).

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

Need:

This web-based application allows students to find answers to their questions regarding Victor Valley College's programs and services 24/7 and provides the District with a way to track its effectiveness in delivering this information to students.

Fiscal Impact:

\$15,000.00 – Budgeted Item

Recommended Action:

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

Legal Review: YES NOT APPLICABLE

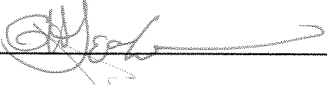
Reference for Agenda: YES NO

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

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

TOPIC: AGREEMENT RENEWAL – STANLEY SECURITY SOLUTIONS

SUBMITTED BY: Frank Smith, Technology & Information Resources

RECOMMENDED BY: G.H. Javaheripour 

APPROVED BY: Roger W. Wagner 

Description/Background:

The District wishes to renew its annual maintenance and support agreement with Stanley Security Solutions for the maintenance on all security cameras located in the Technology Center Building #21. Term 8/1/14 – 7/31/15.

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

Need:

The Technology Center Building #21 is equipped with several hundred computer systems and other equipment and furnishings valued in the millions of dollars. The continued maintenance on the security cameras is essential as they provide video monitoring of this building to safeguard District property.

Fiscal Impact:

\$1,193.40 – Budgeted Item, monthly payments of \$99.45

Recommended Action:

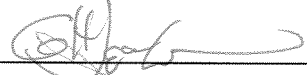

This item has been approved by the Superintendent/President, and it is recommended that the Board of Trustees ratify the renewal agreement with Stanley Security Solutions in the amount of \$1,193.40.

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 – DATALINK NETWORKS
SUBMITTED BY: Frank Smith, Technology & Information Resources
RECOMMENDED BY: G.H. Javaheripour 
APPROVED BY: Roger W. Wagner 

Description/Background:

The District wishes to renew its annual agreement with Datalink Networks to provide maintenance for the Mediant 1000 equipment which is used to support some of the campus emergency notification solutions, and other phone functionality for the campus. Term 6/23/14 to 6/30/15.

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

Need:

This maintenance agreement provides support for the Median 1000 equipment which is a network gateway used for phone services, and allows the campus to use newer technologies in support of campus phone and emergency notification while reducing overall annual maintenance costs.

Fiscal Impact:

\$2,371.75 – Budgeted Item

Recommended Action:

This item has been approved by the Superintendent/President, and it is recommended that the Board of Trustees ratify the agreement renewal with Datalink Networks in the amount of \$2,371.75.

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 – ELLUCIAN, INC. (PARTNER)

SUBMITTED BY: Sergio Oklander, Management Information Systems

RECOMMENDED BY: G.H. Javaheripour 

APPROVED BY: Roger W. Wagner 

Description/Background:

The District wishes to renew its annual Partner agreement with Ellucian, Inc. to cover maintenance for the 2014/15 fiscal year.

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

Need:

Maintenance is needed for the Ellucian Colleague Application Server for the Enterprise Resource Planning (ERP) software used by the District to manage curriculum and student records.

Fiscal Impact:

\$13,512.00 - Budgeted Item

Recommended Action:

This item has been approved by the Superintendent/President, and it is recommended that the Board of Trustees ratify the renewal agreement with Ellucian, Inc. in the amount of \$13,512.00.

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 RENEWAL – NUVENTIVE, LLC.

SUBMITTED BY: Sergio Oklander, Management Information Systems

RECOMMENDED BY: G.H. Javaheripour 

APPROVED BY: Roger W. Wagner 

Description/Background:

The District wishes to renew its maintenance agreement with Nuventive, LLC for TracDat SharePoint Option (TSO), in support of instructional and operational needs, to be billed annually. The term of this agreement is five years and will be billed annually 7/27/2013 – 7/26/18 (yr. 2 of 5).

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

Need:

This software component will enable Faculty and Staff to input information into TracDat forms as well as retrieve TracDat reports through the SharePoint interface. This simplifies data entry and provides a centralized place for accreditation information.

Fiscal Impact:

\$2,021.25 – Budgeted Item

Recommended Action:

This item has been approved by the Superintendent/President, and it is recommended that the Board of Trustees ratify the agreement renewal with Nuventive, LLC. in the amount of \$2,021.25.

Legal Review: YES ___ NOT APPLICABLE X

Reference for Agenda: YES ___ NO X

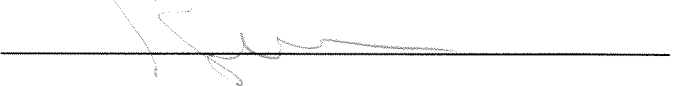
**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM**

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

TOPIC: AGREEMENT RENEWAL – A.N.D. TECHNOLOGIES, INC.
(PCOUNTER)

SUBMITTED BY: Frank Smith, Technology & Information Resources

RECOMMENDED BY: G.H. Javaheripour 

APPROVED BY: Roger W. Wagner 

Description/Background:

The District wishes to renew its annual maintenance agreement with A.N.D. Technologies, Inc. to provide hardware and software support, to be billed annually. The term of this agreement is five years and will be billed annually 7/1/13 – 6/30/18 (yr. 2 of 5).

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

Need:

This renewal will provide students the ability to print documents in support of their educational requirements at the Technology Center and other campus locations. This solution will reduce the waste normally associated with printing by 50% or more.

Fiscal Impact:

\$2,750.00 - Budgeted Item

Recommended Action:

This item has been approved by the Superintendent/President, and it is recommended that the Board of Trustees ratify the agreement renewal with A.N.D. Technologies, Inc. in the amount of \$2,750.00.

Legal Review: YES NOT APPLICABLE

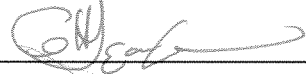
Reference for Agenda: YES NO

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

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

TOPIC: AGREEMENT RENEWAL – ROC SOFTWARE SYSTEM, INC.

SUBMITTED BY: Sergio Oklander, Management Information Systems

RECOMMENDED BY: G.H. Javaheripour 

APPROVED BY: Roger W. Wagner 

Description/Background:

The District wishes to renew its annual agreement with ROC Software System, Inc. to continue the use of EasySpooler software. EasySpooler is an advanced print spooler that reduces time spent managing printer and output issues, while also improving the reliability of the entire output environment. The term of this agreement is five years and will be billed annually 9/1/13 – 8/31/18 (yr. 2 of 5).

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

Need:

This renewal gives the District the continued ability to automate and monitor processes based on reusable calendars, events, cross-platform dependencies and reporting within Colleague.

Fiscal Impact:

\$1,310.00 – Budgeted Item, to be billed annually.

Recommended Action:

This item has been approved by the Superintendent/President, and it is recommended that the Board of Trustees ratify the agreement renewal with ROC Software System, Inc. in the amount of \$1,310.00.

Legal Review: YES NOT APPLICABLE

Reference for Agenda: YES NO

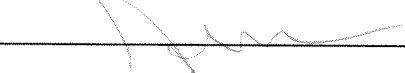
**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM**

BOARD CONSENT BOARD ACTION BOARD INFORMATION (no action required)

TOPIC: AGREEMENT RENEWAL - BOMGAR CORPORATION

SUBMITTED BY: Frank Smith, Technology & Information Resources

RECOMMENDED BY: G.H. Javaheripour 

APPROVED BY: Roger W. Wagner 

Description/Background:

The District wishes to renew its annual software maintenance agreement with Bomgar Corporation. This software enables the help desk and other technical personnel to view and control any workstation on or off campus. This software will be used to assist with troubleshooting when students or staff calls with technical computer problems. This agreement is for the period of 10/1/14 – 9/30/15.

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

Need:

This software will reduce the amount of time needed to help with technical support questions received by the help desk and other technical personnel. This will allow them to view and control the workstation instead of simply talking the user through the process.

Fiscal Impact:

\$2,753.60 – Budgeted Item

Recommended Action:

This item has been approved by the Superintendent/President, and it is recommended that the Board of Trustees ratify the agreement renewal with Bomgar Corporation in the amount of \$2,753.60.

Legal Review: YES NOT APPLICABLE

Reference for Agenda: YES NO

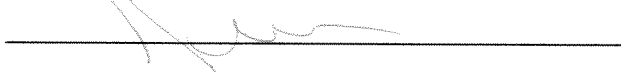
**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM**

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

TOPIC: NOTICE OF COMPLETION-VECTOR RESOURCES DBA VECTORUSA

SUBMITTED BY: Frank Smith, Technology & Information Resources

RECOMMENDED BY: G.H. Javaheripour 

APPROVED BY: Roger W. Wagner 

Description/Background:

The District wishes to submit for approval a Notice of Completion for Vector Resources, DBA VectorUSA, for the installation of the Cisco Outdoor Wireless project located at the Regional Public Safety Training Center. The agreement was originally Board approved on June 10, 2014 (Item # 5.29).

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

Need:

A Notice of Completion must be filed with the office of the county recorder for each contractor within 10 days of acceptance by the Board.

Fiscal Impact: No fiscal impact

Recommended Action:

This item has been approved by the Superintendent/President, and it is recommended that the Board of Trustees ratify the Notice of Completion as submitted.

Legal Review: YES NOT APPLICABLE

Reference for Agenda: YES NO

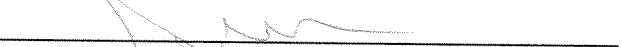
**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM**

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

TOPIC: AGREEMENT AMENDEMENT AND RENEWAL – PERCEPTIVE SOFTWARE

SUBMITTED BY: Frank Smith, Technology & Information Resources

RECOMMENDED BY: G.H. Javaheripour 

APPROVED BY: Roger W. Wagner 

Description/Background:

The District wishes to submit an amendment and renewal for the Perceptive Software agreement for Enterprise Content Management System (ImageNow). The amendment discontinues maintenance and support related to the eForms license. Term date 6/17/14 – 6/16/15.

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

Need:

The amendment is needed to include the maintenance agreement cost for new licenses that were previously purchased (submitted to The Board of Trustees on September 10, 2013, Item #5.13) and to eliminate the eForms module which is no longer used. The Enterprise Content Management System (ImageNow) is being renewed to provide document imaging and workflow management across the institution.

Fiscal Impact:

\$30,090.00 – Budgeted Item

Recommended Action:

This item has been approved by the Superintendent/President, and it is recommended that the Board of Trustees ratify the amendment renewal to the agreement with Perceptive Software in the amount of \$30,090.00.

Legal Review: YES NOT APPLICABLE


Reference for Agenda: YES NO

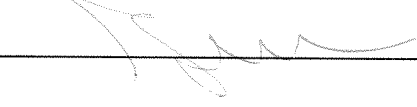
**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM**

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

TOPIC: AGREEMENT – ACTION DUCT CLEANING COMPANY

SUBMITTED BY: Steve Garcia, Facilities and Construction

RECOMMENDED BY: G.H. Javaheripour 

APPROVED BY: Roger W. Wagner 

Description/Background:

The District wishes to enter into an agreement with Action Duct Cleaning Company to inspect and clean the kitchen exhausts fans in both the commercial and instructional cooking areas located in the Student Activities Center Building #44.

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

Need:

Inspection and cleaning is needed to ensure that all exhaust fans are working properly and effectively.

Fiscal Impact:

\$3,650.00– Budgeted Item

Recommended Action:

This agreement has been approved by the Superintendent/President, and it is recommended that the Board of Trustees ratify the agreement with Action Duct Cleaning Company in the amount of \$3,650.00.

Legal Review: YES NOT APPLICABLE

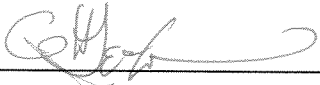
Reference for Agenda: YES NO

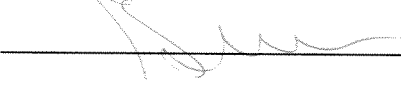
**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM**

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

TOPIC: NOTICE OF COMPLETION – COMPASS ENERGY SOLUTIONS

SUBMITTED BY: Steve Garcia, Facilities Construction

RECOMMENDED BY: G.H. Javaheripour 

APPROVED BY: Roger W. Wagner 

Description/Background:

The District wishes to submit for approval a Notice of Completion for Compass Energy Solutions for the Heating, Ventilation and Air Conditioning (HVAC) Energy Efficiency project at Student Services Buildings 1 and 2 (Building Numbers 50 and 52). The agreement was originally Board approved on February 11, 2014.

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

Need:

A Notice of Completion must be filed with the office of the county recorder for each contractor within 10 days of acceptance by the Board.

Fiscal Impact: No fiscal impact.

Recommended Action:

This item has been approved by the Superintendent/President, and it is recommended that the Board of Trustees ratify the Notice of Completion as submitted.

Legal Review: YES NOT APPLICABLE

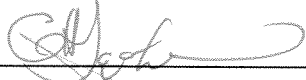
Reference for Agenda: YES NO

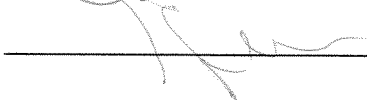
**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM**

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

TOPIC: AGREEMENT – COOLEY CONSTRUCTION, INC.

SUBMITTED BY: Steve Garcia, Facilities and Construction

RECOMMENDED BY: G.H. Javaheripour  _____

APPROVED BY: Roger W. Wagner  _____

Description/Background:

The District wishes to enter into an agreement with Cooley Construction, Inc. to repair the pavement at locations on Jacaranda and Fish Hatchery Roads on the main campus.

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

Need:

Pavement has deteriorated or been compromised, creating unsafe conditions for both vehicular and pedestrian travel on campus at these locations.

Fiscal Impact:

\$14,515.00 – Fund 71

Recommended Action:

This agreement has been approved by the Superintendent/President, and it is recommended that the Board of Trustees ratify the agreement with Cooley Construction, Inc. in the amount of \$14,515.00.

Legal Review: YES X NOT APPLICABLE ___

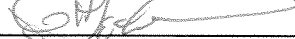
Reference for Agenda: YES ___ NO X

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

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

TOPIC: INCREASE CONTRACT AMOUNT – A & E INSPECTION SERVICES

SUBMITTED BY: Steve Garcia, Facilities Construction

RECOMMENDED BY: G.H. Javaheripour 

APPROVED BY: Roger W. Wagner 

Description/Background:

The District wishes to increase the contract amount with A & E Inspection Services for Division of State Architect Inspector of Record services during the construction of the Music Code Compliance and Renovation project. The agreement was originally approved by the Board of Trustees on July 9, 2013 for \$104,400.00.

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.

Fiscal Impact:

Not to exceed \$17,500.00 – Bond Funded

Recommended Action:

This item has been approved by the Superintendent/President, and it is recommended that the Board of Trustees ratify the increase to the contract amount with A & E Inspection Services in an amount not to exceed \$17,500.00.

Legal Review: YES NOT APPLICABLE

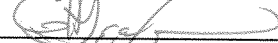
Reference for Agenda: YES NO

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

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

TOPIC: NOTICE OF COMPLETION – ALAMON TELCO, INC.

SUBMITTED BY: Steve Garcia, Facilities Construction

RECOMMENDED BY: G.H. Javaheripour 

APPROVED BY: Roger W. Wagner 

Description/Background:

The District wishes to submit for approval a Notice of Completion for Alamon Telco, Inc., a subcontractor for alterations that were performed on the Cell Tower by AT&T.

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

Need:

A Notice of Completion must be filed with the office of the county recorder for each contractor within 10 days of acceptance by the Board.

Fiscal Impact: No fiscal impact.

Recommended Action:

This item has been approved by the Superintendent/President, and it is recommended that the Board of Trustees ratify the Notice of Completion as submitted.

Legal Review: YES ___ NOT APPLICABLE X

Reference for Agenda: YES X NO ___

RECORDING REQUESTED BY
 VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
 AND WHEN RECORDED MAIL TO

NAME Victor Valley Community College
 STREET ADDRESS 18422 Bear Valley Road
 CITY Victorville
 STATE CA
 ZIP 92395

SPACE ABOVE THIS LINE FOR RECORDER'S USE

NOTICE OF COMPLETION

Notice pursuant to Civil Code Section 3093, must be filed within 10 days after completion. (See reverse side for complete requirements.)
 Notice is hereby given that:

- The undersigned is owner or corporate officer of the owner of the interest or estate stated below in the property hereinafter described:
- The full name of the owner is VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
- The full address of the owner is 18422 Bear Valley Road, Victorville, CA 92395
- The nature of the interest or estate of the owner is: In fee.
 ** in fee**

(If other than Fee, strike "In fee" and insert, for example, "purchaser under contract of purchase," or "Lessee")

- The full names and full addresses of all persons, if any, who hold title with the undersigned as joint tenants or as tenants in common are:

NAMES	ADDRESSES
NONE	NONE

- The full names and full addresses of the predecessors in interest of the undersigned, if the property was transferred subsequent to the commencement of the work or improvements herein referred to:

NAMES	ADDRESSES
NONE	NONE

- A work of improvement on the property hereinafter described was completed on August 12, 2014. The work done was:
Cell Tower Alterations

- The names of the contractor, if any, for such work of improvement was Alamon Telco, Inc.
315 West Idaho Street, Kalispell, MT 59901 February 18, 2014

(If no contractor for work of improvement as a whole, insert "None") (Date of Contract)

- The property on which said work of improvement was completed is in the City of Victorville,
 County of San Bernardino, State of CA, and is described as follows: 482.022.06

- The street address of said property is 18422 Bear Valley Road, Victorville, CA 92395
 (If no street address has been officially assigned, insert "none".)

Dated _____

(Signature of Owner or corporate officer of Owner named in paragraph 2, or his agent)

Stephen R. Garcia, Director Facilities Construction & Contracts

VERIFICATION

I, the undersigned, say: I am the _____ the declarant of the foregoing Notice of Completion;
 (President of, Manager of, Partner of, Owner of, etc.)

I have read said Notice of Completion and know the contents thereof; the same is true to my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

Executed on _____ at Victorville, California

(Personal signature of the individual who is swearing that the contents of the Notice of Completion are true)

Roger W. Wagner

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




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

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

TOPIC: AGREEMENT – TOTAL COMPENSATION SYSTEMS, INC.

SUBMITTED BY: G.H. Javaheripour, Administrative Services

RECOMMENDED BY: G.H. Javaheripour 

APPROVED BY: Roger W. Wagner 

Description/Background:

GASB (Governmental Accounting Standards Board) 43 requires the institutions to analyze the Other Post-Employment Benefits (OPEB) minimum Actuarial Accrued Liability (AAL) and to generate ample revenue for the payment of Annual Required Contributions (A.R.C.).

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

Need:

An actuarial study must be conducted in order to calculate/update the AAL and ARC contributions for the OPEB. The result of the analysis determines the District's compliance with GASB requirements.

Fiscal Impact:

Not to exceed \$7,900.00 – Budgeted Item

Recommended Action:

This item has been approved by the Superintendent/President, and it is recommended that the Board of Trustees ratify the agreement with Total Compensation Systems, Inc. to perform an actuarial study in compliance with GASB 43 and 45 in an amount not to exceed \$7,900.00.

Legal Review: YES NOT APPLICABLE

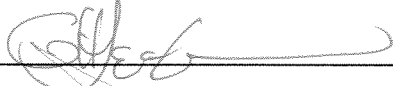
Reference for Agenda: YES NO

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

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

TOPIC: AGREEMENT – CAMBRIDGE WEST PARTNERSHIP, LLC

SUBMITTED BY: G.H. Javaheripour, Administrative Services

RECOMMENDED BY: G.H. Javaheripour 

APPROVED BY: Roger W. Wagner 

Description/Background:

The District wishes to enter into an agreement with Cambridge West Partnership, LLC to provide a fiscal impact analysis. The scope of work includes: analysis and evaluation of the methodologies the District uses for enrollment management. The Consultant will recommend methodologies to improve scheduling of courses in order to improve service to students.

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

Need:

The consultant will analyze curriculum productivity/efficiency analysis, assess faculty assignment patterns, compare the District results with other California college districts, and provide recommendations to the college based on its observations and analysis of data.

Fiscal Impact:

Not to exceed \$52,000.00 – Budget Item

Recommended Action:


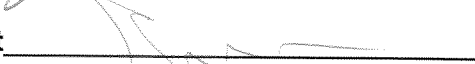
This item has been approved by the Acting Superintendent/President, and it is recommended that the Board of Trustees ratify the agreement with Cambridge West partnership, LLC in the amount of \$52,000.00.

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— STANLEY R. CONWAY
SUBMITTED BY: Leonard Knight, Chief of Police
RECOMMENDED BY: Leonard Knight 
APPROVED BY: Roger W. Wagner, President 

Description/Background:

The District wishes to enter into an Independent Contractor Agreement between Victor Valley Community College District and Stanley R. Conway to provide an appeal process for parking citations. A copy of this agreement is available for review in the superintendent/president's office.

Need:

The Independent Contractor Agreement provides for the student administrative appeal process for parking citations.

Fiscal Impact: Budgeted, not to exceed \$750.

Recommended Action:

It is recommended that the Board of Trustees ratify the Independent Contractor Agreement between Victor Valley Community College District and Stanley R. Conway. The period of this agreement is from July 1, 2014, through June 30, 2015, not to exceed \$750.

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: APPROVAL OF ACADEMIC EQUIVALENCY REQUEST
SUBMITTED BY: Equivalency Committee-Debra Blanchard, Chairperson
RECOMMENDED BY: Trinda Best *Trinda Best*
APPROVED BY: Roger Wagner *[Signature]*

Description/Background:

The equivalency listed below has been approved by the appropriate department, division dean, and Academic Senate for the discipline indicated.

Charles Welde
Physical Education

EQUIVALENCY

Meets the requirements under course work, Victor Valley equivalency policy. Coursework that clearly parallels and/or is closely related to the discipline which is specifically listed on the minimum qualifications list.

Need:

To establish that the minimum standards for equivalency have been met.

Fiscal Impact:

None

Recommended Action:

It is recommended that the Board of Trustees approve the equivalency as listed.

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 RENEWAL SHERIFF'S AUTOMATED SYSTEMS BETWEEN THE COUNTY OF SAN BERNARDINO AND VICTOR VALLEY COLLEGE POLICE DEPARTMENT.

SUBMITTED BY: Leonard Knight, Chief of Police

RECOMMENDED BY: Leonard Knight 

APPROVED BY: Roger W. Wagner, President 

Description/Background:

It is necessary for the Victor Valley Community College Police Department to renew the contract to provide access to the Sheriff's Automated Systems for 2014-2017.

Need:

The Victor Valley Community College Police Department desires to renew the contract with the County of San Bernardino to provide access to the Sheriff's Automated Systems, including California Law Enforcement Telecommunications System (CLETS) and Central Name Index (CNI).

Fiscal Impact:

\$769.00 Annually
For a Total of \$3076.00 Budgeted Item

Recommended Action:

It is recommended that the Board of Trustees approve the contract with the County of San Bernardino to provide access to the Sheriff's Automated Systems (CLETS) and (CNI) for 2014-2017.

Legal Review: YES NOT APPLICABLE

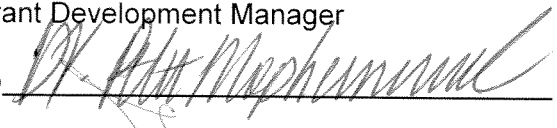
Reference for Agenda: YES NO

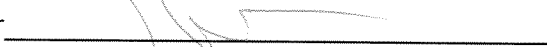
**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM**

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

TOPIC: CCCCCO ENROLLMENT GROWTH FOR ASSOCIATE DEGREE NURSING PROGRAM 14-179

SUBMITTED BY: Rhea Deroian, Grant Development Manager

RECOMMENDED BY: Peter Maphumulo 

APPROVED BY: Roger W. Wagner 

Description/Background:

Approval of the California Community Colleges Chancellor's Office for the Enrollment Growth for Associate Degree Nursing Program Grant in response to the Request for Applications (RFA) 14-179. Enrollment capacity restrictions have afflicted most of the community college nursing programs; the Enrollment and Retention Program will enable VVC to admit an additional nine students to enter the nursing program each semester over baseline, totaling 18 additional students over the grant period. Applicants will be selected from the current waiting list of pre-qualified students who have met all of the pre-requisite coursework required for admission.

Need:

This grant presents an opportunity for VVC to yield stronger increase enrollment caps and to provide support services for the Associate Degree Nursing program.

Fiscal Impact:

Income to District: \$197,987

Recommended Action:

It is recommended by the Superintendent/President that the Board of Trustees accept the California Community Colleges Chancellor's Office for the Enrollment Growth for Associate Degree Nursing Program Grant in response to the RFA 14-179.

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** X **BOARD INFORMATION (no action required)** ___

TOPIC: CCCCCO Assessment, Remediation, and Retention Grant 14-180

SUBMITTED BY: Rhea Deroian, Grant Development Manager

RECOMMENDED BY: Peter Maphumulo 

APPROVED BY: Roger W. Wagner 

Description/Background:

Approval of the California Community Colleges Chancellor's Office for Assessment, Remediation, and Retention Program Grant in response to the Request for Applications (RFA) 14-180. The Allocation for Assessment, Remediation, and Retention Grant Program will enable Victor Valley College to better assess students entering the Associate Degree Nursing (ADN) Program, provide pre-nursing preparation and support services to students, improve retention and graduation of individuals enrolled in the program, and to decrease attrition to 13% over the next year.

Need:

This grant presents an opportunity for VVC to yield stronger retention and remediation services for the Associate Degree Nursing program.

Fiscal Impact:

Income to District: \$57,000

Recommended Action:

It is recommended by the Superintendent/President that the Board of Trustees accept the California Community Colleges Chancellor's Office for Assessment, Remediation, and Retention Program Grant in response to the Request for Applications (RFA) 14-180.

Legal Review: YES X NOT APPLICABLE ___


Reference for Agenda: YES ___ NO X

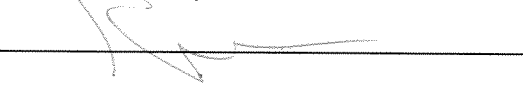
**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM**

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

TOPIC: CONTRACT CSPP-4405, CONTRACTOR CERTIFICATION CLAUSES (CCC-307) AND RESOLUTION

SUBMITTED BY: Kelley Johnson, Program Director

RECOMMENDED BY: Peter Maphumulo 

APPROVED BY: Roger W. Wagner 

Description/Background:

The District desires to ratify the California Department of Education Child Care Contract CSPP-4405 for 2014-2015, Contractor Certification Clauses (CCC-307), and adopt the resolution certifying the approval of the Governing Board to enter in this transaction with the California Department of Education.

Need:

N/A

Fiscal Impact:

Maximum reimbursable amount - \$116,116.00

Recommended Action:

It is recommended by the Superintendent/President that Board of Trustees ratify the California Department of Education Child Care Contract CSPP-4405 for FY 2014-2015, Contractor Certification Clauses 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

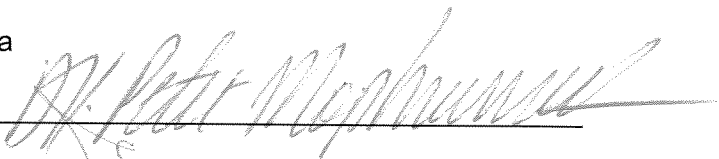
Reference for Agenda: YES NO


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

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

TOPIC: SUBRECIPIENT CONTRACT AGREEMENT- VICTOR VALLEY UNION SCHOOL DISTRICT

SUBMITTED BY: Patricia Bejarano-Vera

RECOMMENDED BY: Dr. Peter Maphumulo 

APPROVED BY: Dr. Roger Wagner 

Description/Background:

The District wishes to approve the Subrecipient Contract Agreement between Victor Valley Community College District and Victor Valley Union High School District (VVUHSD) to provide the Gear-Up Grant objectives offered at VVUHSD schools. The period for this agreement is from July 15, 2014 through July 14, 2015.

Need:

Federal Grant. The goal of the GEAR UP grant is to prepare partner school student cohort to attend college after high school graduation.

Fiscal Impact: \$150,000.00 GEAR UP Federal Grant

Recommended Action:

It is recommended by the Superintendent/President that the Board of Trustees approve the Subrecipient Contract Agreement between Victor Valley Community College District and Victor Valley Union High School District to provide the Gear-Up Grant objectives offered through the Federal Grant. The period for this contract agreement is from July 15, 2014 through July 14, 2015.

Legal Review: YES X NOT APPLICABLE __

Reference for Agenda: YES X NO ____

Victor Valley College District
SUBRECIPIENT AGREEMENT

This contract is made between Victor Valley College, hereinafter referred to as "COLLEGE", the GEAR UP Program, hereinafter referred as the PROGRAM and VICTOR VALLEY UNIFIED SCHOOL DISTRICT hereinafter referred to as "DISTRICT".

This Subrecipient Agreement is hereby set forth to delineate the roles and responsibilities of Victor Valley College (hereafter known as the College) and Victor Valley Union High School District (hereafter known as the District) in operating the GEAR UP program, CFDA 84.334A, award number P334A080181, (hereafter known as the Program) at Victor Valley and Silverado High Schools (hereafter known as the Schools).

WITNESSETH

WHEREAS, DISTRICT has entered into a subrecipient agreement with the COLLEGE to execute the PROGRAM and,

WHEREAS, the PROGRAM is authorized to act on behalf of the COLLEGE in administering the GEAR UP Program grant; and,

WHEREAS, the DISTRICT desires to participate in the COLLEGE GEAR UP PROGRAM designed to significantly increase the number of low-income students who are prepared to enter and succeed in postsecondary education by providing early academic intervention components for increasing college attendance and success rates and raising the expectations of low-income students utilizing GEAR UP funds; and,

the DISTRICT certifies that the activities carried out with funds provided under this Subrecipient Agreement meet the GEAR UP Program's objectives and required activities as defined in CFR Title 34 Part 694.

NOW THEREFORE, in consideration of the mutual covenants herein set forth and the mutual benefits to be derived therefrom, the parties agree as follows:

1. SCOPE OF SERVICES

DISTRICT will provide the services outlined in Contract Exhibit 1 of 2. GEAR UP Program Objectives.

2. TIME OF PERFORMANCE

Said services of DISTRICT shall be completed no later than July 14, 2015.

Scope and Basis of Agreement

The College has contracted with the United States Department of Education (DOE) to implement the Program with the school districts in its area. The District will coordinate directly with the College to serve the 12th grade student cohort, parents, teachers, and schools of the District. The main purpose of the Program is to help the 12th grade student and parent cohort get ready for college. All services provided are pending annual funding and annual grant renewal approval by the Department of Education for up to a one-year term for utilization by the College and District to operate the Program. In no event shall the total value of this agreement exceed the original grant proposal funded amount of \$150,000.

The College will be responsible for:

- Providing a liaison/Counselor between the College and the District to assist in implementation of the Program.
- Reviewing all purchase requisitions and activity request forms, and providing pre-approval before purchases are made for GEAR UP expenses, activities, events etc.
- Submitting funding draw-downs from the DOE.
- Filing required fiscal/program reports with the DOE and COLLEGE.
- Reimbursing the District for submitted invoices provided that invoices contain financial records including: financial activity reports documenting expenses, copies of signed/approved GEAR UP Activity Request Forms, student/parent sign-in sheets, copies of purchase orders, copy of receipts/payroll registers, Time & Effort

Reports, Timesheets, sign in/sign out sheets, flyers or other documents showing a full description of each activity undertaken and who was served in the activity, and activity request form which shows that each activity undertaken meets one or more of the GEAR UP Program Objectives as stated in the original grant application.

The District will be responsible for:

- Invoicing the College on a quarterly basis, with appropriate backup for expenditures provided that invoices contain financial records including: financial activity reports documenting expenses, copies of signed/approved GEAR UP Activity Request Forms, student/parent sign-in sheets, copies of purchase orders, (copy of receipts/payroll registers, Timesheets, sign in/sign out sheets, flyers or other documents showing a full description of each activity undertaken and who was served in the activity, and activity request form which shows that each activity undertaken meets one or more of the GEAR UP Program Objectives as stated in the original grant application).
- Ensuring that GEAR UP School Site Coordinators and Parent Liaisons complete and submit Time & Effort Reports to GEAR UP Program on a monthly basis.
- Tracking, collection and meeting annual 'match' requirement for GEAR UP grant in compliance with submittal of the Annual Performance/Final Performance Report to DOE.
- Providing the College with any necessary student cohort and parent cohort data, documentation, and assistance in program planning/preparation and completion of required fiscal/program reports with the DOE.
- Ensure that subrecipients (the District) expending a combined total of \$500,000 or more in Federal awards during the subrecipient's (the District's) fiscal year have met the audit requirements of OMB Circular A-133.

Both agencies will be jointly responsible for:

- Ensuring that expenditures are tied appropriately to Program objectives.
- Proper communication between agencies to ensure smooth flow of appropriate and necessary information related to carrying out all PROGRAM objectives.
- Tracking in-kind match amounts, (including, but not limited to Time & Effort Reports) including time spent on Program activities.
- Provide access to records and financial statements as may be necessary for the College's independent auditors to determine the College's and District's compliance with Federal requirements.

Term and Termination of Agreement

This agreement is effective July 15, 2014 and continues through July 14, 2015 pending annual renewal of funds by the Department of Education. Subrecipient agrees to comply with all terms and conditions of the grant agreement attached to this agreement as Exhibit I and to perform in compliance with CFR Title 34 Part 694. This agreement may be revised by mutual written consent of the agencies and may be terminated by either agency upon thirty (30) days advance written notice.

Billing and Payment Process

All requisitions will be initiated by the School, and will be signed/initialed by the School Site Coordinator, Principal(s) of the High Schools, a staff representative from the Districts' Fiscal Services Department, the Assistant Superintendent of Curriculum and Instruction of the District (if over \$500), and the GEAR UP Project Director of the College.

- The District will process a quarterly invoice for any expenditures provided during the previous quarter. The invoice will be summarized by object. Backup documentation will be provided for each expenditure made. For commercial warrants, a copy of the requisition, purchase order, and check will serve as justification of the expenditures. In the case of personnel salaries, copies of payroll registers, Timesheets and Time & Effort Reports will serve as appropriate justification of the payroll costs.

Indemnification

The District agrees to defend, indemnify, save and hold harmless the College from and against any and all demands, debts, liens, claims, losses, damages liability, costs, expenses (including, but not limited to, attorneys fees and costs actually incurred, whether or not litigation has commenced), judgments or obligations, actions, or causes of action whatsoever, for or in connection with injury, damage, or loss (including, but not limited to death) to any person or

property unless such injury, damage or loss results from or is connected with the sole negligence or error or omission of the District. The provisions of this paragraph shall not be limited to the availability of or ability to collect from insurance coverage.

The College agrees to defend, indemnify, save and hold harmless the District from and against any and all demands, debts, liens, claims, losses, damages liability, costs, expenses (including, but not limited to, attorneys fees and costs actually incurred, whether or not litigation has commenced), judgments or obligations, actions, or causes of action whatsoever, for or in connection with injury, damage, or loss (including, but not limited to death) to any person or property unless such injury, damage or loss results from or is connected with the sole negligence or error or omission of the College. The provisions of this paragraph shall not be limited to the availability of or ability to collect from insurance coverage.

Insurance

The District and the College shall maintain appropriate general liability, property damage, and workers' compensation insurance as is required to protect their interests.

Independent Contractor

While performing under this agreement, the District and its officers/employees/agents shall not represent in any way that it or any of its officers/employees/agents are employees of the College. The College and its officers/employees/agents shall not represent in any way that it or any of its officers/employees/agents are employees of District.

4. BUDGET SECTION

No more than the amounts specified in the 2014/2015 School Site Budget, attached hereto as Contract Exhibit 2 of 2, may be spent for the separate cost categories specified in the School Site Budget without prior written approval of PROGRAM Director.

5. USE OF FUNDS

Funds allocated pursuant to this Contract shall be used exclusively for costs included in School Site budget. Contract funds shall not be used as security or to guarantee payments for any non-program obligations, nor as loans for non-program activities.

6. CHANGES IN GRANT ALLOCATION

The PROGRAM and/or COLLEGE reserves the right to reduce the grant allocation when PROGRAM fiscal monitoring indicates that DISTRICT rate of expenditure will result in unspent funds at the end of the program year. Such changes shall be incorporated into the Contract by written amendments.

13. NONEXPENDABLE PROPERTY

A record shall be maintained for each item of nonexpendable property acquired for this program with PROGRAM funds. This record shall be provided to PROGRAM and COLLEGE upon request. Nonexpendable property shall include tangible personal property, including but not limited to office equipment. Upon termination of this Contract, PROGRAM reserves the right to determine the final disposition of said nonexpendable property acquired for the GEAR UP Program with PROGRAM funds, including funds derived therefrom. Said disposition may include PROGRAM taking possession and title of said nonexpendable property. Nonexpendable personal property means tangible personal property having a useful life of more than one (1) year and an acquisition cost of \$500 or more per unit.

14. EXPENDABLE PERSONAL PROPERTY

Expendable personal property refers to all tangible personal property other than nonexpendable personal

property. The DISTRICT'S purchase of expendable personal property with a unit value of \$500 or more per unit require the prior written approval of the PROGRAM Director or designee.

15. PURCHASE OR LEASE OF NON-EXPENDABLE PROPERTY OR EQUIPMENT

Upon approval by PROGRAM, DISTRICT shall obtain three documented bids prior to purchasing or leasing any nonexpendable personal property or equipment over \$500 in unit value and having a life expectancy of more than one (1) year. Such property shall be properly identified and inventoried and shall be charged at its actual price deducting all cash discounts, rebates and allowances received by DISTRICT. This inventory shall be provided to PROGRAM and/or COLLEGE upon request.

16. ACQUISITION OF SUPPLIES AND EQUIPMENT

DISTRICT may purchase from a related agency/organization only if: (a) prior authorization is obtained in writing and approved by use of Activity Request Form from PROGRAM; (b) charges do not exceed the authorized School Site Budget budgeted amount and minimum written specifications are met; (c) a community related benefit is derived from such DISTRICT related acquisition; and (d) no conflict of interest for private gain accrues to DISTRICT or its employees, agents or officers. PROGRAM reserves the right to disallow any purchase from any vendor of supplies, equipment, nonexpendable property or expendable property which is purchased in whole or in part with funds provided by this Contract. DISTRICT may seek prior approval of PROGRAM for any such expenditures and prior approval which is granted shall be binding on COLLEGE unless such expenditure violates Federal law or regulations or is disallowed by DOE.

17. PURCHASE AND INVOICE DEADLINES

Purchases must be completed before the last three (3) months of the initial performance period and all bills are to be paid before the last two (2) months of this period. No expendable or nonexpendable property or equipment is to be purchased during the final three (3) months of the initial performance period unless approved by PROGRAM in writing.

Invoices for all obligations incurred under this contract must be submitted to PROGRAM within thirty (30) days after the initial performance period termination date or they may not be honored. Exceptions to the preceding limitations require prior written approval by PROGRAM Director.

18. TRAVEL AND CONFERENCE RESTRICTIONS

DISTRICT certifies and agrees that travel and conference expenses for persons other than the PROGRAM School Site Coordinator and Parent Liaison of DISTRICT, will not be paid by funds provided through this Contract. No travel expenses for out-of-state travel shall be included in this contract unless specifically listed in the School Site Budget, Contract Exhibit 2 of 2, which is attached and incorporated herein. DISTRICT further agrees that any travel expense incurred by DISTRICT, which is not listed in the School Site Budget, shall not be paid by funds provided through this Contract.

19. USE OF FUNDS FOR ENTERTAINMENT, GIFTS OR FUND RAISING ACTIVITIES

DISTRICT certifies and agrees that it will not use funds provided through this Contract to pay for "non-allowable PROGRAM costs" including entertainment, gifts or fund raising activities.

20. MONITORING

PROGRAM and/or COLLEGE Director or designee will conduct periodic program monitoring reviews. These reviews will focus on the extent to which the planned program has been implemented and measurable goals achieved, effectiveness of program management and impact of the program. Authorized representatives of the PROGRAM and/or COLLEGE shall have the right of access to all activities and facilities operated by DISTRICT under this Contract. Facilities include all files, records and other documents related to the performance of this Contract. Activities include attendance at staff, board of directors, advisory committee and

advisory board meetings and observation of on-going PROGRAM functions. DISTRICT will permit on-site inspection by PROGRAM and/or COLLEGE representatives and ensure that its employees and board members furnish such information, as in the judgement of PROGRAM and/or COLLEGE representatives, may be relevant to the question of compliance with contractual conditions and PROGRAM objectives, directives, or the effectiveness, legality and achievements of the PROGRAM.

22. PROGRAM REPORTING

DISTRICT agrees to prepare and submit student records/data, financial, program progress, evaluations and other reports as required by PROGRAM and/or COLLEGE directives. DISTRICT shall maintain such property, personnel, financial and other records and accounts as are considered necessary by PROGRAM and/or COLLEGE to assure proper accounting for all Contract funds. All DISTRICT records, with the exception of confidential client information, shall be made available to representatives of PROGRAM and/or COLLEGE and the appropriate Federal agencies. DISTRICT is required to submit data necessary to complete the Annual Performance Report in accordance with DOE regulations in the format and at the time designated by PROGRAM and/or COLLEGE Director or designee.

23. ACCOUNTING

DISTRICT must establish and maintain on a current basis an adequate accounting system in accordance with PROGRAM and COLLEGE directives and generally accepted accounting principles.

24. DOCUMENTATION AND RECORD KEEPING

A. Records to be Maintained

The DISTRICT shall maintain all records required by the Federal regulations in 34 CFR Part 694, that are pertinent to the activities to be funded under this Contract. Such records shall include but not be limited to:

- a) Records providing a full description of each activity undertaken.
- b) Records demonstrating that each activity undertaken meets one or more of the PROGRAM Objectives;
- c) Records required to determine the eligibility of activities;
- d) Financial records as required by 34 CFR part 694, OMB Circular A-21, OMB Circular A-87, OMB A-110, and OMB A-133
- e) Other records necessary to document necessary to document compliance with the Education Department General Administrative Regulations (EDGAR) 34 CFR parts 74, 75, 77, 79, 80, 81, 82, 84, 85, 86, 97, 98, and 99.

B. Retention

The DISTRICT shall retain all records pertinent to expenditures incurred under this Contract for a period three (3) years after the termination of all activities funded under this Contract. Records for non-expendable property acquired with funds under this Contract shall be retained for three (3) years after final disposition of such property. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the three-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the three-year period, whichever occurs later.

C. Disclosure

The DISTRICT understands that client information collected under this contract is private and the use or disclosure of such information, when not directly connected with the administration of the PROGRAM's or DISTRICT'S responsibilities with respect to services provided under this Contract, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

D. Close-Outs

The DISTRICT'S obligation to the PROGRAM and COLLEGE shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused material, equipment, program income balances, and accounts receivable to the PROGRAM, and determining the custodianship of records).

E. Audit and Inspections

DISTRICT is required to arrange for an independent financial/compliance audit performed within the directions of Generally Accepted Auditing Standards and Government Auditing Standards. Said audit shall be conducted for the term of this Contract. When DISTRICT receives \$500,000 or more in federal funds from all federal funding sources within a fiscal year, the required audit must be performed in compliance with OMB Circular A-133.

DISTRICT may be requested to submit a copy of the audit report to PROGRAM and COLLEGE within thirty (30) days of completion. Within thirty (30) days of the submittal of said audit report, DISTRICT shall provide to PROGRAM and COLLEGE a written response to any concerns or findings identified in said audit report. The response must examine each concern or finding and explain a proposed resolution, including a schedule for correcting any deficiency. All actions to correct said conditions or findings shall be taken within six (6) months after receipt of the audit report. PROGRAM, COLLEGE may make additional audits or reviews, as necessary, to carry out the responsibilities of DISTRICT under local, State or Federal laws and regulations. DISTRICT agrees to cooperate fully with all persons conducting said additional audits or reviews. PROGRAM and COLLEGE and its authorized representatives shall, at all times, have access for the purpose of audit or inspection, to any and all books, documents, papers, records, property, and premises of DISTRICT.

If indications of misappropriation or misapplication of the funds of this Contract cause PROGRAM, COLLEGE to require an additional audit, the cost of the audit will be encumbered and deducted from this Contract budget. Should PROGRAM, COLLEGE subsequently determine that the additional audit was not warranted, the amount encumbered will be restored to the Contract budget. DISTRICT shall reimburse all misappropriation or misapplication of funds to PROGRAM, COLLEGE. In the event PROGRAM, COLLEGE uses the judicial system to recover misappropriated or misapplied funds, DISTRICT shall reimburse PROGRAM, COLLEGE legal fees and court costs in addition to awards.

25. ASSIGNMENT

This Contract is not assignable by DISTRICT without the express written consent of PROGRAM, COLLEGE. Any attempt by DISTRICT to assign any performance of the terms of this Contract shall be null and void and shall constitute a material breach of this Contract.

26. TERMINATION AND TERMINATION COSTS

This Contract may be terminated in whole or in part at any time by either party upon giving thirty (30) days notice in writing to the other party. PROGRAM, COLLEGE may immediately terminate this Contract upon termination, suspension, discontinuation or substantial reduction in PROGRAM funding for the Contract activity or if for any reason the timely completion of the work under this Contract is rendered improbable, unfeasible or impossible. If DISTRICT materially fails to comply with any term of this Contract PROGRAM, COLLEGE may take one or more actions provided under Federal Regulation at 34 CFR Part 694, Enforcement, which include temporarily withholding cash, disallowing non-compliant costs, wholly or partly terminating the award, withholding future awards and other remedies that are legally available. In such event DISTRICT shall be compensated for all services rendered and all necessarily incurred costs performed in good faith in accordance with the terms of this Contract that have been previously reimbursed, to the date of said termination to the extent that PROGRAM funds are available from DOE.

28. INDEPENDENT CONTRACTOR

All parties hereto in the performance of this Contract will be acting in an independent capacity from PROGRAM, COLLEGE and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the agent or employees of the other party for any purpose whatsoever.

29. AFFIRMATIVE ACTION AND CONTRACT COMPLIANCE

DISTRICT shall make every effort to ensure that all projects funded by PROGRAM funds shall provide equal employment and career advancement opportunities for minorities and women. DISTRICT will comply with the PROGRAMS 427 General Education Provisions Act (GEPA).

DISTRICT agrees to comply with the provisions of the COLLEGE Equal Employment Opportunity Plan and rules and regulations adopted pursuant thereto and other applicable Federal, State, County and COLLEGE laws, regulations and policies relating to equal employment and contracting opportunities including laws and regulations hereafter enacted.

30. PERSONNEL AND DISTRICT CONDITIONS

The DISTRICT will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. The DISTRICT will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The DISTRICT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

1. Access to Records

The DISTRICT shall furnish and cause each of its own DISTRICT'S or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the PROGRAM and/or COLLEGE, or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

2. Notification

The DISTRICT will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or worker's representative of the DISTRICT'S commitments hereunder, and shall post copies of the notices in conspicuous places available to employees and applicants for employment.

3. EEO/AA Statement

The DISTRICT will, in all solicitations or advertisements for employees placed by or on behalf of the DISTRICT, state that it is an Equal Opportunity or Affirmative Action employer.

31. DISCRIMINATION

Federal Regulation 570.601 (a) sets forth the general requirements for Title VI of the Civil Rights Act of 1964 and § 570.602 sets forth the general requirements for Section 109 of the Act. Together, these provisions prohibit discrimination on the grounds of race, age, color, religion, sex, disability, familial status or national origin.

32. RELIGIOUS PROSELYTIZING OR POLITICAL ACTIVITIES

DISTRICT agrees that it will not perform or permit any religious proselytizing or political activities in connection with the performance of this Contract. Funds under this Contract will be used exclusively for performance of the work required under this Contract and no funds made available under this Contract shall be used to promote any religious or political activities.

33. CONFLICT OF INTEREST

DISTRICT shall comply with all applicable Federal, State, County and PROGRAM, COLLEGE laws and regulations governing conflict of interest. To this end DISTRICT will make available to its agents and employees copies of all applicable Federal, State, County and COLLEGE laws and regulations governing conflict of interest. Including in particular, the following Federal Regulation paraphrased from 324 CFR. Part 694, Conflict of Interest: Except for salaries and related administrative or personnel costs, no employees, agents, consultants, officers or elected officials or appointed officials of sub recipients which receive PROGRAM funds, who exercise or have exercised any PROGRAM functions or who are in a position to participate in a decision making process or gain inside information, may obtain a personal or financial interest or benefit from a PROGRAM assisted activity or any PROGRAM funded contract, subcontract or agreement, during their tenure or for one year thereafter.

DISTRICT shall furnish to PROGRAM, COLLEGE prior to execution of this Contract, a written list of all current or proposed sub grantees/subcontractors, vendors or personal service providers, including subsidiaries of DISTRICT. This list should be limited to those sub grantees/subcontractors, vendors or personal service providers, including subsidiaries of DISTRICT who will receive \$10,000 or more during the term of this Contract. Such a list shall include the names, addresses, telephone numbers and identification of principle party(ies) and a description of services to be provided. During the term of this Contract DISTRICT shall notify PROGRAM, COLLEGE in writing of any change in the list of sub grantees/subcontractors, vendors, personal service providers or subsidiaries of DISTRICT within fifteen (15) days of change.

34. INDEMNIFICATION

DISTRICT agrees to indemnify, defend and hold harmless PROGRAM, COLLEGE and its authorized agents, officers, volunteers and employees, against any and all claims or actions arising from acts, errors or omissions of DISTRICT in performing services pursuant to this Contract and for any costs or expenses incurred by PROGRAM, COLLEGE on account of any claim there from. DISTRICT shall at its own cost, expense and risk, defend any legal proceedings that may be brought against PROGRAM, COLLEGE, its officers, agents and employees on any liability, claim or demand and satisfy any judgement that may be rendered against any of them arising or resulting from activities of DISTRICT, its officers, agents and employees. DISTRICT shall assume liability for all and any direct expense incurred in providing services pursuant to this Contract and shall assume any and all responsibilities for loss or damage resulting from negligence, injury, illness or disease arising out of the provision of services. DISTRICT however, is obligated to promptly notify PROGRAM, COLLEGE in writing of the occurrence on any such loss or damage. DISTRICT shall indemnify and hold harmless PROGRAM, COLLEGE against any liability, claims, losses, demands and actions incurred by

PROGRAM, COLLEGE as a result of the determination by the United States Department of Education or its successor that activities undertaken by DISTRICT under the program(s) fail to comply with any laws, regulations or policies applicable thereto or that any funds billed by and disbursed to DISTRICT under this Contract were improperly expended.

35. INSURANCE REQUIREMENTS

In order to accomplish the indemnification provided in Section 34, but without limiting the indemnification, DISTRICT shall secure and maintain throughout the term of this Contract the following types of insurance issued by companies acceptable to the COLLEGE Risk Manager with limits as shown:

Workers' Compensation - A program of Workers' Compensation insurance or a state-approved Self Insurance Program in an amount and form to meet all applicable requirements in the Labor code of the State of California, including Employer's Liability with \$250,000 limits, covering all persons providing services on behalf of DISTRICT and all risks to such persons under this Contract.

Comprehensive General and Automobile Liability Insurance - This coverage to include contractual coverage and automobile liability coverage for owned, hired and non-owned vehicles. The policy shall be of the "per occurrence" type and have combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000).

Additional Named Insured - All policies, except for the Workers' Compensation coverage and Errors and Omissions or Professional Liability, shall contain additional endorsements naming PROGRAM, COLLEGE employees, agents, volunteers and officers as additional named insured with respect to liabilities arising out of the performance of services hereunder. For Professional Liability coverage PROGRAM, COLLEGE shall be named as a designated person referencing this Contract on the policy.

Waiver of Subrogation Rights - DISTRICT shall require the carriers of the above required coverage to waive all rights of subrogation against PROGRAM, COLLEGE, its officers, volunteers, employees, contractors and subcontractors.

Policies Primary and Non-Contributory - All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by PROGRAM, COLLEGE.

Proof of Coverage - DISTRICT shall immediately furnish certificates of insurance to PROGRAM Project Director or designee evidencing the insurance coverage above required prior to the commencement of performance of services hereunder. These certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to PROGRAM, COLLEGE. Within sixty (60) days of the commencement of this Contract DISTRICT shall furnish certified copies of the policies and endorsements. DISTRICT shall complete and submit Insurance Inventory along with the above required insurance documents.

36. INSURANCE REVIEW

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

Any such reduction or waiver for the entire term of this Contract and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Contract. DISTRICT agrees

to execute any such amendment within thirty (30) days of receipt.

37. COMPLIANCE WITH LAWS

All parties agree to be bound by all applicable Federal, State and local laws, ordinances, regulations and directives as they pertain to the performance of this Contract. This Contract is subject to and incorporates the terms of the Act; 34 Code of Federal Regulations, Part 694; U.S. Office of Management and Budget Circulars A-110, A-21 and A-133, and Cost Principles for State, Local and Indian Tribal Governments Circular A-87.

38. LOBBYING

The DISTRICT agrees that no funds provided, nor personnel employed under this Contract, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Code.

The DISTRICT certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal Loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instruction;
- c. It will require that the language of paragraph (d) of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grant, loans, and cooperative agreements) and that all DISTRICTS shall certify and disclose accordingly; and
- d. Lobbying Certification- This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

40. AMENDMENTS: VARIATIONS

This writing with attachments embodies the whole of this Contract of the parties hereto. There are no oral agreements not contained herein. Except as herein provided, addition or variation of the terms of this Contract shall not be valid unless made in the form of a written amendment to this Contract formally approved and executed by both parties.

41. NOTICES

All notices shall be served in writing. The notices shall be sent to the following addresses:

“COLLEGE”

Victor Valley College
ATTN: GEAR UP PROGRAM
Building 51A
18422 Bear Valley Road
Victorville, CA 92395
Attn: **GEAR UP Project Director**

“DISTRICT”s

Victor Valley High School District
Fiscal Services/Risk Management
16350 Mojave Drive
Victorville, CA 92395
Attn: Director, Fiscal Services/ Risk Management

42. AUTHORITY OF SIGNATORS TO BIND PARTIES

The persons executing this Contract on behalf of their respective organizations represent that they have been authorized to do so and that they thereby bind their respective organizations to the terms and conditions of this Contract.

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43. COUNTERPART EXECUTION

This Contract may be executed in counterparts. When executed, each counterpart shall be deemed an original regardless of date of execution. Said counterparts shall together constitute one and the same Contract.

IN WITNESS THEREOF, the parties have caused this Contract to be executed effective the date it is signed by PROGRAM, COLLEGE.

"DISTRICT"
By: 
Title Asst. Supt. of Ed. Services

ATTEST
By: _____
COLLEGE Clerk

"COLLEGE"
By: _____
PROGRAM, COLLEGE Manager

Date: _____

APPROVED AS TO FORM AND
LEGAL CONTENT
By: _____
COLLEGE Attorney

APPROVED AS TO PROGRAM
By: _____
Director

2014/2015 GEAR UP BUDGET SUMMARY
VICTOR VALLEY UNION HIGH SCHOOL DISTRICT/GEAR UP PARTNER SCHOOLS:
SILVERADO HIGH SCHOOL & VICTOR VALLEY HIGH SCHOOL
Program Year 7: 7/15/14 - 7/14/15

1. PERSONNEL	POSITION	STAFF	LENGTH	% OF TIME	RATE	GEAR UP FUNDS
	GEAR UP School Site Coordinators	2	12 mo.	50%	\$2,000/month	\$48,000
	GEAR UP Parent Liaisons	2	12 mo.	50%	\$1,000/month	\$24,000
	GEAR UP School Site Personnel =	4				
	TOTAL School site Personnel/GEAR UP staff =					\$72,000

2. FRINGE BENEFITS calculated at 27% for 4 positions **\$ 19,440**

3. TRAVEL Mandatory training provided by Dept. of Education/NCCEP **\$8,000**

4. MATERIALS & SUPPLIES GEAR UP student cohorts at Silverado & Victor Valley **\$6,000**

5. BUS/Transportation GEAR UP students travel academic field trips **\$6,000**

6. Consultants/Contracts For approved GEAR UP activities/After-school tutoring; and Professional Development activities--**MUST receive prior approval from GEAR UP Project Director.** **\$38,560**

TOTAL = **\$ 150,000**

2014/2015 GEAR UP BUDGET
SILVERADO HIGH SCHOOL
 Program Year 7: 7/15/14 - 7/14/15

1. PERSONNEL

POSITION	STAFF	LENGTH	% OF TIME	RATE	GEAR UP FUNDS
GEAR UP School Site Coordinator	1	12 months	50%	\$2,000/month	\$24,000
GEAR UP Parent Liaison	1	12 months	50%	\$1,000/month	\$12,000
TOTAL School site Personnel/GEAR UP staff =					\$36,000

2. FRINGE BENEFITS

calculated at 27% for 2 positions

\$ 9,720

3. TRAVEL

Mandatory training provided by Dept. of Education/NCCEP

\$4,000

4. MATERIALS & SUPPLIES

Office/Meeting supplies.

Materials:

Instructional materials, software/licensing, workbooks, flash drives, Worksheets, videos, lab kits, paper, envelopes, pencils.
 Refreshments for approved GEAR UP activities.

TOTAL GEAR UP School Materials/Supplies = \$3,000

5. Bus/Transportation

Participant student travel academic field trips.

TOTAL transportation per school site \$3,000

6. Consultants/Contracts

For approved GEAR UP activities/After-school Tutoring and Professional Development activities--**MUST receive prior approval from GEAR UP Project Director.** \$19,280

TOTAL = \$ 75,000

2014/2015 GEAR UP BUDGET
VICTOR VALLEY HIGH SCHOOL
Program Year 7: 7/15/14 - 7/14/15

1. PERSONNEL

POSITION	STAFF	LENGTH	% OF TIME	RATE	GEAR UP FUNDS
GEAR UP School Site Coordinator	1	12 months	50%	\$2,000/month	\$24,000
GEAR UP Parent Liaison	1	12 months	50%	\$1,000/month	\$12,000
TOTAL School site Personnel/GEAR UP staff =					\$36,000

calculated at 27% for 2 positions

\$ 9,720

2. FRINGE BENEFITS

3. TRAVEL

Mandatory training provided by Dept. of Education/NCCEP

\$4,000

4. MATERIALS & SUPPLIES

Office/Meeting supplies.
 Materials:
 Instructional materials, software/licensing, workbooks, flash drives, Worksheets, videos, lab kits, paper, envelopes, pencils.
 Refreshments for approved GEAR UP activities.
 TOTAL GEAR UP School Materials/Supplies = \$3,000

5. Bus/Transportation

Participant student travel academic field trips.
 TOTAL transportation per school site \$3,000

6. Consultants/Contracts

For approved GEAR UP activities/After-school Tutoring \$19,280
 and Professional Development activities--**MUST receive prior approval from GEAR UP Project Director.**

TOTAL = \$ 75,000

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

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

TOPIC: AGREEMENT – GIANTPOWERCOMM

SUBMITTED BY: Steve Garcia, Facilities Construction

RECOMMENDED BY: G.H. Javaheripour 

APPROVED BY: Roger W. Wagner 

Description/Background:

The District wishes to enter into an agreement with GiantPowerComm for specialized maintenance, cleaning and incidental repair of the 1 Megawatt CPV system located on the lower campus, and the solar covered parking canopies located on the upper campus and at the Regional Public Safety Training Center (RPSTC). This work complies with Public Contract Code 20651.

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

Need:

This contract replaces the original contract approved by the Board of Trustees on July 9, 2013 so that it includes all of the solar generating systems on the Main Campus and at the RPSTC at a reduced cost. This specialized service will provide maintenance and cleaning to ensure safe and proper operation of the 1 Megawatt CPV system and the solar covered parking canopies.

Fiscal Impact:

\$72,084.00 – Fund 71

Recommended Action:

It is recommended that the Board of Trustees approve the agreement with GiantPowerComm for maintenance and cleaning of all District solar generating systems in the amount of \$72,084.00.

Legal Review: YES X NOT APPLICABLE ___

Reference for Agenda: YES X NO ___



2014-2015 YEAR O&M PROPOSAL

20258 HWY 18 suite 430-254
 Apple Valley, CA 92307
 Phone: (760) 684-3580 Fax: (760) 553-9345
 E-mail: GiantpowerComm@gmail.com
 CA Lic: 920295

INVOICE # (TBD)
 DATE: JUNE 9, 2014

TO: Victor Valley College
 Stephen R. Garcia
 Director, Facilities Construction & Contracts
 18422 Bear Valley Road, Victorville, CA, 92395
 P: 760.243.4271 x2550
 F: 760.243.2781
 garcias@vvc.edu

PREPARED BY	JOB	PAYMENT TERMS	PO
BD	VVC O&M 2014-2015	Annually in advance	FBD

PROJECT DESCRIPTION	
Service and Maintain: 1. One hundred and twenty two (122) SF-1100 CPV array systems at Victor Valley Community College lower campus 2. Upper Campus Solar Array Maintenance: 200 kW Canopy System 3. Regional Public Safety Center: 230kW Rooftop and Canopy System. For a period of one (1) year for period: June 1, 2014 – May 31, 2015.	

ITEM	PROJECT SECTION LIST	UNIT COST	1 YR. COST
1	Array cleaning. All (122) Sol Focus SF-1100 trackers. 4 times per year as needed.	3,400.00	13,600.00
2	Site Maintenance: 8 Hours each week. Corrective action will be taken each and every week during the term of this agreement. Scheduled maintenance to be conducted concurrently during the term of this agreement.	-	31,200.00
3	Battery replacement and clock synchronization. Replace all Lithium coin cell batteries (Giant Powercomm to provide) and synchronize internal time once per year.	Included	Included
4	Visual Inspection of all (122) Arrays and Electrical Maintenance of all (122) systems according to SF O&M manual. Once per year.	Included	Included
5	Annual switch gear inspection	Included	Included
6	24 H-bridge assembly circuit boards **ALLOWANCE** UNUSED FUNDS TO BE RETURNED	375.00	9000.00

7	Upper Campus Solar Array Maintenance: 200kW Canopy system: 1. Annual cleaning 2. Inverter check, preventative maintenance, and recommendations 3. Bi-annual site inspection 4. String, Array performance measurements and verification	-	7,612.00
8	Regional Public Safety Center (Apple Valley): 230kW Rooftop and Carport System: 1. Annual Cleaning 2. Inverter inspection, preventative maintenance, and recommendations 3. Bi-annual site inspection 4. String, Array performance measurements and verification	-	10,672.00
QTY	PROJECT LABOR	UNIT PRICE	EXTENDED
-	Included.		
		MATERIAL	Included
		SUBTOTAL	72,084.00
		SALES TAX <small>(MATERIAL ONLY)</small>	NA
		TOTAL	72,084.00

CLARIFICATIONS TO PROPOSAL

1. **"TOTAL CONTRACT PRICE" shall increase at a 2% escalation rate for all years beyond this agreement.**
2. Water necessary for panel cleaning to be provided by others.
3. Panel cleanings are performed on an as needed basis, not to exceed four cleanings per year.
4. Lubricating activities are included from this agreement. Lubricating shall be done annually.
5. Motor brush replacement is specifically excluded.
6. Giant PowerComm is in no way responsible for ground cover conditions. Exception: 6 feet from inverter pads and growth and weeds within 12" of panels throughout mechanical range of tracker.
7. O&M Log (copies provided by SF) are to be filled out for each system annually to document battery replacement, time sync, and VMI.
8. This proposal includes all scheduled maintenance activities listed. Any "incidental maintenance" is also specifically included not to exceed 8 man hours per week.
9. Incidental Maintenance shall be described as: Repair or replacement (from owner's stock) of typical failures such as:
 - a. Elevation drives: seizures, coupling failures, dust covers,
 - b. Panels: replacing broken panels
 - c. Ground faults on arrays: troubleshooting of site ground fault is included.
 - d. Tracker not tracking correctly
 - e. H-bridge failure
 - f. Tracker Control Units or Calibration units
 - g. Wind speed sensors
 - h. General aesthetic wiring fasteners
10. Emergency Repair not included in this agreement:
 - a. Inverter Repair or replacement.
 - b. Azimuth slew drive seizure (rare), or any activity requiring the use of a crane.
 - c. Any other maintenance not specifically covered above.
11. Weed abatement is specifically excluded from this proposal.
12. Electronic monitoring of the site to be handled by Sun Edison. Power production will monitor daily via reports generated by Sun Edison. This service was previously paid for by SolFocus. Upon further direction we can incorporate these costs into this proposal.

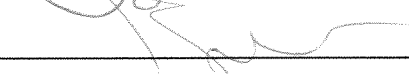
**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM**

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

TOPIC: RESOLUTION # 06 – SUPPORT OF PROPOSITION 30

SUBMITTED BY: G.H. Javaheripour, Administrative Services

RECOMMENDED BY: G.H. Javaheripour  _____

APPROVED BY: Roger W. Wagner  _____

Description/Background:

The District wishes to ask the Board of Trustees to support Proposition 30, which temporarily raises state sales tax by 0.25% and the marginal personal income tax rate for individuals earning over \$250,000 and households earning over \$500,000 and dedicate the funds to K-12 schools and community colleges.

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

Need:

Pursuant to Article XIII, Section 36 of the California Constitution, school districts, county offices of education, and community college districts (LEAs) are required to report on the Web sites an accounting which is reported on the Tentative Budget Report and 311 Reports annually. Additionally, the LEA's governing board is also required to discuss the use of (Educational Protection Acct) EPA funds at an open public meeting.

Fiscal Impact:

Required for current entitlements for EPA revenue.

Recommended Action:

It is recommended that the Board of Trustees adopt the resolution as submitted.

Legal Review: YES ___ NOT APPLICABLE X ___

Reference for Agenda: YES X NO ___

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT

RESOLUTION NO. 14-06

**RESOLUTION IN SUPPORT OF PROPOSITION 30
SCHOOLS AND LOCAL PUBLIC SAFETY PROTECTION ACT**

ON MOTION of Member _____, seconded by Member _____, the following resolution is hereby adopted:

WHEREAS, the voters approved Proposition 30 on November 6, 2012;

WHEREAS, Proposition 30 added Article XIII, Section 36 to the California Constitution effective November 7, 2012;

WHEREAS, the provisions of Article XIII, Section 36(e) create in the state General Fund an Education Protection Account to receive and disburse the revenues derived from the incremental increases in taxes imposed by Article XIII, Section 36(f);

WHEREAS, before June 30th of each year, the Director of Finance shall estimate the total amount of additional revenues, less refunds that will be derived from the incremental increases in tax rates made pursuant to Article XIII, Section 36(f) that will be available for transfer into the Education Protection Account during the next fiscal year ;

WHEREAS, if the sum determined by the State Controller is positive, the State Controller shall transfer the amount calculated in the Education Protection Account within ten days preceding the end of the fiscal year;

WHEREAS, all monies in the Education Protection Account are hereby continuously appropriated for the support of school districts, county offices of education, charter schools and community college districts;

WHEREAS, monies deposited in the Education Protection Account shall not be used to pay any costs incurred by the Legislature, the Governor or any agency of state government;

WHEREAS, a community college district, county office of education, school district, or charter school shall have the sole authority to determine how the monies received from the Education Protection Account are spent in the school or schools within its jurisdiction;

WHEREAS, the governing board of the district shall make the spending determinations with respect to monies received from the Education Protection Account in open session of a public meeting of the governing board;

WHEREAS, the monies received from the Education Protection Account shall not be used for salaries or benefits for administrators or any other administrative cost;

WHEREAS, each community college district, county office of education, school district and charter school shall annually publish on its Internet website an accounting of how much money was received from the Education Protection Account and how that money was spent;

WHEREAS, the annual independent financial and compliance audit required of community college districts, county offices of education, school districts and charter schools shall ascertain and verify whether the funds provided from the Education Protection Account have been properly disbursed and expended as required by Article XIII, Section 36 of the California Constitution;

WHEREAS, expenses incurred by community college districts, county offices of education, school districts and charter schools to comply with the additional audit requirements of Article XIII, Section 36 may be paid with funding from the Education Protection Act and shall not be considered administrative costs for purposes of Article XIII, Section 36.

NOW THEREFORE, BE IT RESOLVED that:

- 1. The monies received from the Education Protection Account shall be spent as required by Article XIII, Section 36 and the spending determinations on how the money will be spent shall be made in open session of a public meeting of the governing board of Victor Valley College.*
- 2. In compliance with Article XIII, Section 36(e), with the California Constitution, the governing board of the Victor Valley College has determined to spend the monies received from the Education Protection Act as attached.*

PASSED AND ADOPTED by the Governing Board on _____ 2014, by the following vote:

AYES:

NOES:

ABSENT:

STATE OF CALIFORNIA)

) ss

COUNTY OF SAN BERNARDINO)

I, _____, Clerk/Secretary of the Governing Board, do hereby certify that the foregoing is a full, true, and correct copy of a resolution passed and adopted by the Board at a regularly called and conducted meeting held on said date.

WITNESSED my hand this _____ day of _____, 2014.

Clerk/Secretary of the Governing Board

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

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

TOPIC: AGREEMENT – FRICK, FRICK & JETTE ARCHITECTS

SUBMITTED BY: Steve Garcia, Facilities Construction

RECOMMENDED BY: G.H. Javaheripour 

APPROVED BY: Roger W. Wagner 

Description/Background:

The District wishes to enter into an agreement with Frick, Frick & Jette Architects to provide Architectural Services in connection with the Vocational Education Automotive / Welding Bond funded (Measure JJ) project.

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

Need:

On June 14, 2011, the Board of Trustees approved a list of projects recommended by shared governance committees and presented to the Board at the May 10, 2011 VVC Facilities Master Plan 2011 Status Report workshop. The Vocational Complex Expansion and Renovation project was a part of this list and has progressed through the programming phase. The next step is to enter into an agreement with an Architectural firm to start the design phase of the Automotive and Welding departments in this area. This contract total includes reimbursable expenses.

Fiscal Impact:

\$410,000.00 - (Total Project budget: \$6,500,000.00) - Locally Bond Funded

Recommended Action:

It is recommended that the Board of Trustees approve the agreement with Frick, Frick & Jette Architects in an amount not to exceed \$410,000.00 to provide Architectural Services in connection with the Vocational Complex Expansion and Renovation Bond Measure JJ project.

Legal Review: YES X NOT APPLICABLE ___

Reference for Agenda: YES X NO ___

CLIENT/ARCHITECT AGREEMENT (New Construction)

THIS AGREEMENT made in 2 copies on the 12th day of August in the year Two Thousand Fourteen, in the County of San Bernardino, State of California by and between the Victor Valley Community College District, hereinafter called the CLIENT, and Frick, Frick & Jette' Architects, Inc., hereinafter called the ARCHITECT.

Whereas, the Client, in accordance with applicable law, intends to construct:

Vocational Education Building Addition
FFJ Project #VVC14-03

Now Therefore, the Client and Architect agrees as follows:

ARTICLE I. PROJECT BUDGET

- A. The project budget is established as follows: As determined by the Client.
- B. The size of the project and the type and quality of construction are dependent upon the funds available for the project. The Architect will exercise his best judgment in determining the balance between the size of the project, the type of construction, and the quality of construction to achieve a satisfactory solution within budget limitations.

ARTICLE II. BASIC SERVICES OF THE ARCHITECT

- A. Schematic Design Phase
 - 1. The Architect shall review the program furnished by the Client to ascertain the requirements of the project and shall review the understanding of such requirements with the Client.
 - 2. The Architect shall prepare schematic design studies and site utilization plans leading to a recommended solution together with a general description of the project for approval by the Client.
 - 3. The Architect shall review the budgeted amount of the project with the Client and establish an opinion of probable construction cost subject to later revision.
- B. Design Development Phase (Preliminary Plans)
 - 1. Upon approval by the Client of the services set forth in Paragraph A, the Architect shall prepare floor plans, elevations and other drawings, and shall outline specifications to fix and illustrate the size and character of the entire project in its essentials as to kinds of materials, quantities, categories of proposed work, type of structure, and such other work as may be required.
 - 2. The Architect shall establish an opinion of probable project construction cost subject to revision at the construction document phase.

3. The Architect shall assist the Client in applying for and obtaining required approvals from applicable governmental agencies having jurisdiction.

C. Construction Document Phase (Final Plans)

1. The Architect shall prepare, from the approved design development documents, working drawings and specifications setting forth in detail and prescribing the work to be done, and the materials, workmanship, finishes, and equipment required for the architectural, structural, mechanical and electrical service connected equipment. The Architect shall also prepare necessary bidding information, general conditions of the contract and supplementary general conditions of the contract, and shall assist the Client's legal advisor in the drafting of proposal and contract terms.
2. The Architect shall assist the Client in applying for and obtaining required approvals from applicable state agencies having jurisdiction.

D. Construction Phase

1. The Architect shall reproduce the contract documents in the required number, the expense being borne by the Client and shall assist the Client in obtaining bids from contractors and in awarding the construction contracts.
2. The Architect shall provide technical direction to a full-time project inspector employed by and responsible to the Client as required by applicable law. The Architect shall advise Inspector and/or Contractor in the preparation of a marked set of prints indicating dimensioned location of buried utility lines (record drawings) which shall be forwarded to the Client upon completion of the project.
3. The Architect will endeavor to secure compliance by contractors with the contract requirements, but he does not guarantee the performance of their contracts.
4. The Architect shall:
 - a. Provide general administration of the construction contracts, including periodic visits at the site as he deems necessary to render architectural observation that is distinguished from the continuous personal inspection of the project inspector.
 - b. Make regular reports as may be required by the applicable state agencies.
 - c. Keep the Client informed of the progress of construction.
 - d. Review schedules and shop drawings for compliance with design.
 - e. Approve substitution of materials, equipment, and the laboratory reports thereof.
 - f. Maintain construction accounts.
 - g. Prepare change orders for written approval of the Client.

- h. Examine contractor's applications for payment.
 - i. Issue certificates for payment in amounts approved by the Architect.
 - j. Provide a color schedule of all materials in the project for Client's review and approval
 - k. Determine date of substantial completion
 - l. Make final Architectural observation of the project.
 - m. Assemble written guarantees, instruction books, diagrams, and charts required of the contractors.
 - n. Issue the Architect's Certificate of Completion and final Certificate for Payment.
5. The Architect, as part of his basic professional services, will provide advice to the Client on apparent deficiencies in construction following the acceptance of the work and prior to the expiration of the one-year General Construction Contract guarantee period of the project.

ARTICLE III. EMPLOYEES AND CONSULTANTS

The Architect, as part of his basic professional services, shall furnish at his expense, the services of civil, structural, mechanical, and electrical engineers, properly skilled in the various aspects of the design and construction of facilities required.

ARTICLE IV. ADDITIONAL SERVICES OF THE ARCHITECT

- A. Additional services shall be provided by the Architect if authorized in writing by the Client. No additional compensation shall be paid to the Architect for performing these additional services unless the Client and the Architect agree in writing as to the amount of compensation for such services prior to such services being rendered. Such compensation shall be computed as set forth in Articles VIII B and Article IX C.
- B. The following list of services is not included in the basic services of the Architect to be performed under this Agreement, and they will be performed only in accordance with Article IV A., above:
 - 1. Plan preparation and/or construction contract administration work on that portion of a project let on a segregated bid basis.
 - 2. Contract administration of the repair of damage to the project.
 - 3. The selection by the Architect, at the Client's request, of movable furniture, equipment or articles that are not included in the construction contract.
 - 4. The additional services caused by the delinquency or insolvency of the contractor.

5. If directed by the Client, the employment of special consultants, the preparation of special delineations, computer-generated models or hand-built models, and overtime work by the Architect's employees.
6. Providing contract administration services after the construction contract time has been exceeded through no fault of the Architect, where it is determined that the fault is that of the contractor, and liquidated damages are collected therefore.
7. Life-cycle costing specific to obtaining an extra allowance.
8. Making revisions in drawings, specifications or other documents when such revisions are inconsistent with written approvals or instructions previously given, are required by the enactment or revision of codes, law or regulations subsequent to the Client's approval of construction documents or are due to other causes not within the control of the Architect.
9. Making revisions to documents to implement Client accepted value engineering items after preliminary plan approval.
10. Preparing to serve or serving as an expert witness in connection with any public hearing, arbitration proceeding or legal proceeding, other than when resulting from Architect's and/or its consultants' proven errors or omissions.
11. Providing any other services not otherwise included in the Agreement and not customarily furnished in accordance with generally accepted architectural practice.

ARTICLE V. THE CLIENT'S RESPONSIBILITIES

- A. The Client shall provide full information as to the requirements and educational program of the project, including realistic budget limitations and scheduling.
- B. The Client shall furnish, or direct the Architect to procure, at Client's expense, a certified survey of the site if required, including grades and lines of streets, pavements, and adjoining properties; right-of-way, restrictions, easements, boundaries and contours of the building site; locations, dimensions and floor elevations of existing buildings, other improvements and trees; and full information as to available service and utility lines, both public and private.
- C. The Client shall furnish, or direct the Architect to procure, at Client's expense, chemical, mechanical, or other tests required for proper design, and borings or test pits necessary for determining subsoil conditions.
- D. The Client shall furnish all inspection services.
- E. The Client shall furnish all legal advice and services required for the project.
- F. The Client shall notify the Architect of administrative procedures required and name a representative authorized to act in its behalf. The Client shall promptly render decisions pertaining thereto to avoid unreasonable delay in the progress of the project. The Client shall observe the procedure of issuing any orders to contractors only through the Architect.

- G. During the contractor's one-year guarantee period, the Client shall notify the Architect in writing of apparent deficiencies in materials or workmanship.

ARTICLE VI. PROJECT CONSTRUCTION COST

- A. Project construction cost as used in this Agreement means the total cost to the Client of all work designed or specified by the Architect, including modular buildings, work covered by approved change orders and/or alternates, construction management fees, any and all fees associated with Lease Lease-Back costs, all overhead and profit costs, and reimbursable costs, but excluding the following: any payments to Architect or consultants for costs of inspections, surveys, tests, sites and landscaping not included in the project.
- B. When labor and material is furnished by the Client below its market cost, the project construction cost shall be based upon current market cost of labor and new material.
- C. The project construction cost shall be the acceptable opinions of probable construction costs to the Client as submitted by the Architect until such time as bids have been received, whereupon it shall be the initial construction contract amount.

ARTICLE VII. ESTIMATE OF PROJECT CONSTRUCTION COSTS

- A. Opinion of probable construction cost referred to in Article II, shall be prepared on a square foot per unit cost basis or more detailed computation if deemed necessary by the Architect, considering prevailing construction costs and including all work for which bids will be received. It is understood that the project construction cost is affected by the labor and/or material market, as well as other conditions beyond the control of the Architect or Client.
- B. If a project budget is set forth in Article I or thereafter accepted by the Client, the Architect shall review the estimate at each phase of his services. If such estimates are in excess of the project budget, the Architect shall revise the type or quality of construction to come within the budgeted limit.

ARTICLE VIII. ARCHITECT'S COMPENSATION

- A. The Architect agrees to perform professional services provided by this Agreement and the Client agrees to pay the Architect for such services compensation in the amount of:

Nine Percent (9%) of the total project construction cost as described in article VI.A, with the exception of items resulting from errors and omissions on the part of the Architect,

For determining the estimated architectural fee, the probable cost of construction for the project is \$4,500,000.00.

and other payments and reimbursements as hereinafter provided, and the said compensation applies to work let under a single construction contract.

Mileage, travel time, phone calls, meeting and progress printing are not chargeable to the Client unless otherwise noted.

- B. The Client further agrees to pay the Architect compensation for extra services due to unusual circumstances provided by Article IV only when approved in writing by the Client, as follows:
1. Each portion of the project let separately on a segregated bid basis shall be considered a separate project for purposes of determining the fee.
 2. Two percent of the cost of furnishings, equipment or other articles incorporated in the construction documents by the Architect and not included in the construction contract.
 3. Ninety dollars per hour (\$90.00) for extra services as approved in advance by the Client.
 4. One hundred and fifteen percent of the direct billings of consultants.
- C. Reimbursement at cost shall be paid to the Architect for:
1. Approved reproduction of drawings and specifications in excess of copies provided by this Agreement.
 2. Fees advanced for securing approval of authorities having jurisdiction over the project.

ARTICLE IX. PAYMENT TO THE ARCHITECT

- A. Payments on account of the agreed compensation in Article VIII shall be:
1. Schematic Design Phase – ten percent of total compensation based upon the tentative estimated project construction cost. Billings shall be monthly or lump sum, in arrears up to ten percent of the total compensation based upon work completed.
 2. Design Development Phase – increase to 25 percent of total compensation based upon preliminary estimated project construction cost.
 3. Construction Document Phase –
 - a. Construction documents 50 percent complete – increase to 50 percent of the compensation based upon the estimated project construction cost. Billings shall be lump sum, in arrears up to 50 percent of total compensation based upon work completed.
 - b. Construction documents 100 percent complete, ready for review by applicable public agencies – increase fee to 70 percent of the total compensation based upon the estimated project construction cost.

Progress billings shall be monthly, in arrears up to 70 percent of total compensation based upon work completed.

- c. Construction documents approved by the Division of the State Architect – increase fee to 75 percent of the total compensation based upon the estimated project construction cost.

4. Construction Phase –

- a. On all or that portion of the project for which documents have been reproduced and bids received, increase to 80 percent of the total compensation adjusted to the accepted bid price.
- b. Subsequent billings shall be submitted monthly, in arrears, in proportion to the amount of the work certified complete.
- c. Construction complete and accepted by Client – increase to 100 percent of the total compensation based upon this contract price, notwithstanding the Architect’s services during the guarantee period as provided by Article II.D.5.

B. Payments in the event of the following circumstances shall be:

- 1. Deferred Bids – if, upon approval of the Division of the State Architect, the bids on all or portion of the project are received and accepted within one year from date of said approval, the compensation shall be adjusted to conform to the acceptable bid. If bids are received after one year of date of approval, the compensation shall not be subject to adjustment as heretofore noted and the payment during the construction phase shall be the remaining percentage of the compensation, based upon the accepted construction contract as otherwise provided in this Agreement.
- 2. Delayed Completion of Liquidated Damages – the Architect’s compensation shall be paid at the time and in the amount noted, notwithstanding a delay in completion of the project or the reduction in the final construction cost by reason of penalties, liquidated damages or other amounts withheld from the construction contractor.

C. Payments for extra services provided under Article IV shall be upon the basis of one of the following:

- 1. Percentage of the cost: In the same manner provided by this Agreement for work let under a single construction contract.
- 2. Ninety dollars per hour: Monthly in arrears, as services are rendered and expenses incurred.

ARTICLE X. TERMINATION OF AGREEMENT

- A. This Agreement may be terminated by either party upon not less than seven days written notice to the other party in the event of a substantial failure of performance by such other party; or if the Client should decide to abandon or indefinitely postpone the project.
- B. In the event of such termination, the Client shall pay to the Architect, as full payment for all services performed and all expenses incurred under this Agreement, an amount the

sum total of which bears the same ratio to the total fee otherwise payable under this Agreement as the services actually rendered hereunder by the Architect bear to the total services necessary for the full performance of this Agreement, plus any sums due the Architect for extra services described under Article VIII.B. and C. herein. In ascertaining the services actually rendered hereunder, up to the date of termination of this Agreement, consideration shall be given to both completed work and work in progress of completion and to complete and incomplete drawings and other documents whether delivered to the Client or in the possession of the Architect. Notwithstanding any termination of this Agreement or notice thereof, questions in dispute may be submitted to arbitration as provided in Article XVII.

- C. If, upon payment of the amount required to be paid under this article following the termination of the Agreement, the Client thereafter should determine to complete the original project or substantially the same project, the Client for such purpose shall have the right of utilizing any completed contract documents prepared under this Agreement by the Architect, who shall make them available to the Client upon request without additional compensation.
- D. If the project is suspended for more than two years from the date of this agreement, then the Architect reserves the right to renegotiate.

ARTICLE XI. TIME SCHEDULE

Upon request, the Architect will prepare for the Client an estimated time schedule necessary to complete the contract documents and construction plans barring delays caused by conditions beyond the control of the Architect.

ARTICLE XII. ACCOUNTING RECORDS OF THE ARCHITECT

Records of the Architect's direct personnel and reimbursable expense pertaining to the extra services of this project, and records of accounts between the Client and contractor shall be kept on a generally recognized accounting basis and shall be available to the Client or his authorized representative at mutually convenient times.

ARTICLE XIII. INSURANCE TO BE CARRIED BY ARCHITECT

The Architect shall carry insurance to protect himself from claims under Workers Compensation Acts and for the period covered by this Agreement, Errors and Omissions Insurance in the amount of \$1,000,000.00.

ARTICLE XIV. REPRODUCTION OF DOCUMENTS

- A. The Architect shall provide, at no expense to the Client and in the number required, the preliminary plans and construction documents for the review and approval of the Client and applicable State agencies.
- B. The Architect shall provide copies of the construction documents for bidding and construction purposes; the expense of copies shall be borne by the Client.

ARTICLE XV. OWNERSHIP OF DOCUMENTS

The plans, specifications, and estimates shall be and remain the property of the Client, pursuant to Section 17316 of the Education Code.

ARTICLE XVI. RE-USE OF DOCUMENTS

- A. In the event the Client ever desires, and it is mutually considered feasible, to construct all or part of another project that would be essentially identical to the project that is the subject of this Agreement, the Architect agrees to:
 - 1. Re-use his design and the corresponding contract documents.
 - 2. Prepare such modifications as may be dictated by topography, soils, conditions, utility services, existing construction and similar conditions.
 - 3. Perform as far as applicable, all of the services provided by this Agreement.
- B. Compensation for rendering the foregoing services shall be in the amount agreed upon by Client and Architect prior to the commencement of work, and shall form the basis of a separate Agreement.

ARTICLE XVII. ARBITRATION

- A. Questions in dispute under this Agreement may be submitted to arbitration at the election of both parties. Such arbitration shall be conducted in accordance with the rules of the American Arbitration Association insofar as the same is not in conflict with the laws of the State of California.
- B. If either party petitions to confirm, correct, or vacate the award, as provided by Chapter 4 of Title 9 of the Code of Civil Procedure (commencing with Section 1285), the prevailing party shall be entitled, as part of his or its costs, to a reasonable attorney's fee to be fixed by the court.
- C. Prior to invoking the arbitration provisions, both parties agree that claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be subject to and decided by mediation unless both sides agree to forego mediation and go to arbitration.

ARTICLE XVIII. SUCCESSORS AND ASSIGNS

It is mutually understood and agreed that this Agreement shall be binding upon the Client and its successors and upon the Architect, his partners, successors, executors, and administrators. Neither this Agreement, nor any monies due or to become due there under, may be assigned by the Architect without the consent and approval of the Client.

ARTICLE XIX. ADDITIONAL PROVISIONS

The following amendments and/or additions are made a part of this Agreement and shall be given effect notwithstanding any other provision contained herein:


- A. The Architect shall, at no additional cost to the Client, make any changes in approved plans and specifications necessary to obtain a construction bid which is acceptable to, and within the cost standards established by the Client.
- B. The Architect shall not perform or receive any payment for extra cost services, as delineated in Articles IV and VIII B, of this contract, without specific prior written approval of the Client.
- C. Environmental Impact Reports, ground boring and/or similar studies are not included in this Contract.
- D. Architect's compensation, as shown in Article VIII A, shall be based upon the initial construction contract cost, increased by the dollar amount of modular buildings, construction management fees, any and all fees associated with Lease Lease-Back costs, all overhead and profit costs, and all approved additive contract change order items with the exception of items resulting from errors and omissions on the part of the Architect.
- E. No reduction in the fee shall be made because of change orders that provide for a decrease in the construction price.
- F. The furnishing of current as-built drawings of the existing structures is the responsibility of the Client.

The Client and Architect hereby agree to the full performance of the covenants herein.

In Witness Whereof, the Client and the Architect have executed this Agreement the day and year first above written.

FRICK, FRICK & JETTÉ ARCHITECTS, INC.

VICTOR VALLEY COMMUNITY COLLEGE
DISTRICT



Architect

Client

7/14/14

Date

Date

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

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

TOPIC: RESOLUTION – TEMPORARY BORROWING BETWEEN FUNDS

SUBMITTED BY: Karen Hardy, Fiscal Services

RECOMMENDED BY: G.H. Javaheripour  _____

APPROVED BY: Roger W. Wagner  _____

Description/Background:

The District wishes to ask the Board of Trustees to approve a resolution that would authorize temporary inter-fund borrowing between specific funds during Fiscal Year 2014-2015.

In the past, the San Bernardino County Treasurer allowed school District payrolls to be paid, regardless of the District's cash balances. This will no longer be the case unless Districts have an approved resolution in place that will allow payroll warrants to be drawn against a specific fund, even if that fund's cash balances are insufficient, as long as the aggregate cash balances in the District's funds are sufficient to cover the expense.

In exchange for this allowance, the District will have to adopt an annual resolution to authorize temporary inter-fund borrowing between specific funds.

Need:

Allows payrolls to be released in the event funding has not been received by the state or federal organization for a specific fund.

Fiscal Impact: None

Recommended Action:

It is recommended the Board of Trustees approve the resolution to authorize temporary borrowing between funds for the 2014-15 fiscal year.

Legal Review: YES ___ NOT APPLICABLE X ___

Reference for Agenda: YES X NO ___

San Bernardino County Superintendent of Schools
District Financial Services

CERTIFICATION OF BOARD MINUTES-
TEMPORARY LOAN RESOLUTION

SCHOOL DISTRICT: VICTOR VALLEY COMMUNITY COLLEGE

SUBJECT MATTER: AUTHORIZATION FOR TEMPORARY BORROWING BETWEEN FUNDS

DATE OF ACTION: August 12, 2014

IN ACCORDANCE WITH PROVISIONS OF LEGAL CODES FOR THE STATE OF CALIFORNIA, THE GOVERNING BOARD OF THE NAMED SCHOOL DISTRICT/COMMUNITY COLLEGE DISTRICT, HEREBY APPROVES AND ADOPTS THE ACTION DESCRIBED BELOW:

TEMPORARY BORROWING
BETWEEN THE FOLLOWING
FUNDS:

This resolution would authorize temporary inter-fund borrowing between specific funds during Fiscal Year 2014-2015.

FISCAL YEAR: 2014-2015

LIMITATIONS: All Funds

AUTHORITY: EDUCATION CODE

SECTION: 42603

GOVERNMENT CODE

SECTION: _____

OTHER

SECTION: _____

SUPPORTIVE DATA: COPY OF BOARD RESOLUTION

I CERTIFY, UNDER PENALTY OF PERJURY, THE FOREGOING STATEMENTS TO BE TRUE AND CORRECT.

SIGNATURE: GOVERNING BOARD DESIGNEE

TITLE

DATE

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT

RESOLUTION NO. 14-07

**RESOLUTION TO AUTHORIZE TEMPORARY BORROWING BETWEEN FUNDS
OF THE SCHOOL DISTRICT**

ON MOTION of Member _____, seconded by Member _____, the following resolution is hereby adopted:

WHEREAS, the San Bernardino County Treasurer does not have authority to honor warrants drawn on school district funds with insufficient cash balances in the absence of an approved borrowing arrangement with the district; and

WHEREAS, the governing board of any school district may direct that moneys held in any fund or account may be temporarily transferred to another fund or account of the district for payment of obligations as authorized by Education Code Section 42603; and

WHEREAS, actual interfund transfers shall be accounted for as temporary loans between funds and shall not be available for appropriation or be considered income to the borrowing fund or account; and

WHEREAS, amounts transferred shall be repaid either in the same fiscal year, or in the following fiscal year if the transfer takes place within the final 120 calendar days of a fiscal year;

NOW THEREFORE, BE IT RESOLVED that:

1. *The Governing Board of the Victor Valley Community College District hereby authorizes, for fiscal year 2014-2015, temporary transfers between the following funds and authorizes the San Bernardino County Treasurer to honor warrants drawn on those funds, regardless of their cash balances, provided the aggregate cash balance of all those funds is positive:*

ALL FUNDS

2. *The Governing Board of the Victor Valley Community College District hereby authorizes the Superintendent or his designee to approve any actual interfund transfers processed between the above-mentioned funds and requires that any actual transfer of funds pursuant to this resolution be ratified by the Board as soon as practicable.*

PASSED AND ADOPTED by the Governing Board on _____ 20____, by the following vote:

AYES:

NOES:

ABSENT:

STATE OF CALIFORNIA)

) ss

COUNTY OF _____)

I, _____, Clerk/Secretary of the Governing Board, do hereby certify that the foregoing is a full, true, and correct copy of a resolution passed and adopted by the Board at a regularly called and conducted meeting held on said date.

WITNESSED my hand this _____ day of _____, 20____.


Clerk/Secretary of the Governing Board

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

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

TOPIC: AGREEMENT RENEWAL – ELLUCIAN, INC. (ESSA)

SUBMITTED BY: Sergio Oklander, Management Information Systems

RECOMMENDED BY: G.H. Javaheripour  _____

APPROVED BY: Roger W. Wagner  _____

Description/Background:

The District wishes to renew its annual ESSA agreement with Ellucian, Inc. for the 2014-15 fiscal year.

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

Need:

Ellucian's Colleague is the Enterprise Resource Planning (ERP) software used by the District to manage curriculum and student records.

Fiscal Impact:

\$279,810.00 - Budgeted Item

Recommended Action:

It is recommended that the Board of Trustees approve the agreement with Ellucian, Inc. in the amount of \$279,810.00.

Legal Review: YES ___ NOT APPLICABLE X

Reference for Agenda: YES X NO ___



Invoice

Bill-To:

Victor Valley College
Theresa Bazarro
18422 Bear Valley Road
Victorville CA 92395
USA

Repeat Print

Invoice No./ Date 90130660 05/09/2014
Order No. MR002807
Customer 102811
Currency USD
Payment Total due and payable by 07/01/2014
Total Amount 279,810.00

Invoice Details

Item	Product Description	Amount
000010	RESOURCE25 INTERFACE ANNUAL LICENSE Term: From 07/01/2014 to 06/30/2015	5,205.00
000020	ELECTRONIC APPLICATION UTILITY ANNUAL LICENSE Term: From 07/01/2014 to 06/30/2015	4,095.00
000030	EAU CALIFORNIA CREDIT ANNUAL LICENSE Term: From 07/01/2014 to 06/30/2015	0.00
000040	CORE COLLEAGUE MAINTENANCE Term: From 07/01/2014 to 06/30/2015	32,260.00
000050	WEBADVISOR- INSTANT ENROLLMENT MAINTENANCE Term: From 07/01/2014 to 06/30/2015	1,090.00
000060	HUMAN RESOURCES SYSTEM -1 MAINTENANCE Term: From 07/01/2014 to 06/30/2015	11,550.00

Please Remit To:

Ellucian Inc.
62814 Collections Center Drive
CHICAGO IL 60693
USA

For Invoice Inquiries:

Ellucian Customer Response Center
Phone: (610)578-5750
Toll Free: (855)206-5589
Email: CustomerResponseCenter@ellucian.com



Doc. No./Date
90130660 / 05/09/2014

Item	Product Description	Amount
000070	HR POSITION BUDGETING MAINTENANCE Term: From 07/01/2014 to 06/30/2015	3,750.00
000080	CALIFORNIA STRS/PERS MAINTENANCE Term: From 07/01/2014 to 06/30/2015	8,960.00
000090	PER USER 0-200 MAINTENANCE Term: From 07/01/2014 to 06/30/2015	44,550.00
000100	COLLEAGUE STUDIO TOOL MAINTENANCE Term: From 07/01/2014 to 06/30/2015	24,230.00
000110	ELLUCIAN MAINTENANCE ADVANTAGE Term: From 07/01/2014 to 06/30/2015	12,220.00
000120	MAINTENANCE COLLEAGUE DATA DEFENSE Term: From 07/01/2014 to 06/30/2015	3,730.00
000130	MAINT ELLUCIAN MOBILE-APPLICATION ED Term: From 07/01/2014 to 06/30/2015	10,880.00
000140	WEBADVISOR BASE SOFTWARE 3 MAINTENANCE Term: From 07/01/2014 to 06/30/2015	20,510.00
000150	COLLEAGUE PORTAL MAINTENANCE Term: From 07/01/2014 to 06/30/2015	16,085.00
000160	STUDENT SYSTEM -1 MAINTENANCE Term: From 07/01/2014 to 06/30/2015	31,295.00

Please Remit To:
Ellucian Inc.
62814 Collections Center Drive
CHICAGO IL 60693
USA

For Invoice Inquiries:
Ellucian Customer Response Center
Phone: (610)578-5750
Toll Free: (855)206-5589
Email:
CustomerResponseCenter@ellucian.com



Doc. No./Date
90130660 / 05/09/2014

Item	Product Description	Amount
000170	CALIFORNIA GOLD MAINTENANCE Term: From 07/01/2014 to 06/30/2015	33,985.00
000180	CAMPUS ORGANIZATION MAINTENANCE Term: From 07/01/2014 to 06/30/2015	2,175.00
000190	DEGREE AUDIT MAINTENANCE Term: From 07/01/2014 to 06/30/2015	7,055.00
000200	TELEPHONE REGISTRATION INTERFACE MAINTENANCE Term: From 07/01/2014 to 06/30/2015	3,220.00
000210	WEBADVISOR E-ADVISING MAINTENANCE Term: From 07/01/2014 to 06/30/2015	4,745.00
	Subtotal Before Discount:	281,590.00
	Less: Discount	(1,780.00)
	Subtotal After Discount:	279,810.00
	Tax:	0.00
	Total Amount Due	279,810.00

Please Remit To:
Ellucian Inc.
62814 Collections Center Drive
CHICAGO IL 60693
USA

For Invoice Inquiries:
Ellucian Customer Response Center
Phone: (610)578-5750
Toll Free: (855)206-5589
Email:
CustomerResponseCenter@ellucian.com


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

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

TOPIC: RECALCULATION OF ANNUAL GANN APPROPRIATION LIMIT

SUBMITTED BY: Karen Hardy, Fiscal Services

RECOMMENDED BY: G.H. Javaheripour 

APPROVED BY: Roger W. Wagner 

Description/Background:

Pursuant to Government Code Section 7908, all Districts must recalculate their annual appropriations limit. The appropriation limit is adjusted annually through percentage changes in prices and adult population.

Explanation of Gann Spending Limit:

The Gann spending limit places a cap on the amount of local government spending that may be financed from proceeds of taxes. The limit is adjusted annually by a combined growth factor, which takes into account both inflation and population growth.

For Fiscal Year 2014-15, the District's annual Gann appropriation limit is \$99,706,384.00.

Need: N/A

Fiscal Impact: None

Recommended Action:

It is recommended that the Board of Trustees approve the annual Gann appropriation limit for fiscal year 2014-2015 in the amount of \$99,706,384.00.

Legal Review: YES NOT APPLICABLE

Reference for Agenda: YES NO


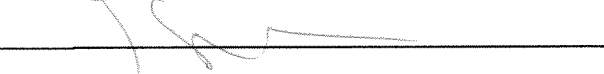
CALIFORNIA COMMUNITY COLLEGES
GANN LIMIT WORKSHEET
2014-15

DISTRICT NAME: Victor Valley College District
DATE: 08/12/14

I.	2014-15 Appropriations Limit:		
A.	2013-14 Appropriations Limit		\$ 99,567,836
B.	2014-15 Price Factor:	<u>0.9977</u>	
C.	Population factor:		
	1 2012-13 Second Period Actual FTES	<u>9,427.70</u>	
	2 2013-14 Second Period Actual FTES	<u>9,462.34</u>	
	3 2014-15 Population change factor	<u>1.0037</u>	
	(line C.2. divided by line C.1.)		
D.	2012-13 Limit adjusted by inflation and population factors (line A multiplied by line B and line C.3.)	 99,706,384
E.	Adjustments to increase limit:		
	1 Transfers in of financial responsibility	\$ -	
	2 Temporary voter approved increases	<u>0</u>	
	3 Total adjustments - increase		
	Sub-Total		\$ -
F.	Adjustments to decrease limit:		
	1 Transfers out of financial responsibility	\$ -	
	2 Temporary voter approved increases	<u>0</u>	
	3 Total adjustments - decrease		\$ -
G.	2014-15 Appropriations Limit		<u>\$ 99,706,384</u>
II.	2014-15 Appropriations Subject to Limit:		
A.	State Aid (General Apportionment, Apprenticeship Allowance, Basic Skills, and Partnership for Excellence)		\$ 34,881,266
B.	State Subventions (Home Owners Property Tax Relief, Timber Yield tax, etc.)	 1,646,877
C.	Local Property taxes	 11,426,097
D.	Estimated excess Debt Service taxes	 -
E.	Estimated Parcel taxes, Square Foot taxes, etc.	 -
F.	Interest on proceeds of taxes	 38,787
G.	Local appropriations from taxes for unreimbursed State, court, and federal mandates		
H.	2014-15 Appropriations Subject to Limit		<u>\$ 47,993,027</u>

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

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

TOPIC: STUDENT INSURANCE RENEWAL
SUBMITTED BY: Deedee Orta, Administrative Services
RECOMMENDED BY: G.H. Javaheripour 
APPROVED BY: Roger W. Wagner 

Description/Background:

The District wishes to renew its contract with Student Insurance to provide student accident insurance coverage for Victor Valley Community College students during fiscal year 2014-15. Our experience with this vendor is that they meet the needs of both the athletic program and the general student population in a cost-efficient manner with excellent customer service.

The rates have decreased for the 2014-15 fiscal year.

	<u>2013-14</u>	<u>2014-15</u>
Basic Coverage	\$ 146,185	\$ 143,544
Student Catastrophic Coverage	\$ 2,434	\$ 6,540
Athletic Super Catastrophic Coverage	\$ 6,168	\$ 2,580
Estimated Annual Premium	\$ 154,787	\$ 152,664

Need: N/A

Fiscal Impact:

\$152,664.00 – Budgeted item from Fund 01

Recommended Action:

It is recommended that the Board of Trustees approve to renew the policy with Student Insurance to provide student accident insurance for Victor Valley Community College during fiscal year 2014-15.

Legal Review: YES NOT APPLICABLE

Reference for Agenda: YES NO

Southern California Office
 10801 National Blvd., Suite 603
 Los Angeles, CA 90064
 (310) 826-5688
 (310) 826-1601 Fax
 ◆ ◆ ◆
 951 St. Andrews Drive
 Upland, CA 91786
 (800) 367-5830

Insurance - All Forms
Athletic & Football Coverage
University Accident & Health Insurance
College Accident & Health Insurance
Recreation & Club Insurance
International & Domestic Student Insurance
Part-time Employees Medical Insurance
 Lic No. 0386216

Northern California Office
 105 Clemsford Square
 Folsom, CA 95630
 (800) 367-5830
 (310) 826-1601 Fax

www.studentinsuranceusa.com



e-mail: info@studentinsuranceusa.com

CERTIFICATE OF INSURANCE BINDER: 2014-2015

INSURED: VICTOR VALLEY COLLEGE
 18422 Bear Valley Road
 Victorville, Ca 92392-5849

CONTACT: Ms. DeeDee Orta
 760-245-4271

BASIC COVERAGE: 1 Year Incurring Period
COMPANY: ANTHEM Blue Cross – Plan B
TYPE/COVERAGE: Students/Intercollegiate Athletes
PREMIUM: \$143,544.00

POLICY NO. 1157QZ
EFFECTIVE DATE:
 8/01/14-8/01/15

*Additional Rider Premium to Add the academy for the Expanded Medical Benefits on the 'Basic Policy only' \$10,373.

SUPER CATASTROPHIC COVERAGE: Intercollegiate Athletes
COMPANY: AIG
COVERAGE LIMITS: \$1,000,000.00
EFFECTIVE DATE: 8/01/14-8/01/15

POLICY NO. TBD
DEDUCTIBLE: \$25,000.00
PREMIUM: \$6,540.00

CATASTROPHIC COVERAGE: Students Only
COMPANY: AIG
COVERAGE LIMITS: \$1,000,000.00
EFFECTIVE DATE: 8/01/14-8/01/15

POLICY NO. TBD
DEDUCTIBLE: \$50,000.00
PREMIUM: \$2,580.00

BASIC COVERAGE LIMITS

<u>Per Accident Deductibles</u>	\$ 50.00	Students
	\$100.00	Class I Athletes
	\$ 50.00	Class II Athletes
<u>Co-Insurance Percentage</u>	100%	PPO
	50%	Non-PPO
<u>Per Accident Maximum</u>	\$25,000.00	Athletes
	\$50,000.00	Students
	\$ 500.00	Emergency Illness Benefit
	\$ 2,000.00	Dental Maximum
	\$ 1,000.00	Prosthetic Devices
	\$ 2,000.00	Rental Durable Medical Equipment
	\$25,000.00	Expanded Medical/Intercollegiate Athletes
<u>AD&D Benefits</u>	\$ 5,000.00	Double Dismemberment
	\$ 1,000.00	Single Dismemberment
	\$ 7,500.00	Loss of Life

ANTHEM Blue Cross CLASS I SPORTS: Football, Gymnastics, Skiing (snow), Soccer, Surfing & Wrestling
Physical Therapy: Limited to 24 visits per calendar year per injury; additional visits available if approved by ANTHEM Blue Cross.

NON-PPO: Benefit will not exceed \$25.00 per visit.

Non-Duplication of Benefits Exercised on **ALL CLAIMS.**

THIS IS A BRIEF DESCRIPTION OF BENEFITS. THE MASTER POLICY CONTAINS COMPLETE DETAILS OF THE PROVISIONS, LIMITATIONS, EXCLUSIONS AND WILL PREVAIL AT ALL TIMES.

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

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

TOPIC: APPROVE ACCEPTANCE OF CALIFORNIA CAREER PATHWAYS TRUST GRANT

SUBMITTED BY: Ginger Ontiveros, Foundation

RECOMMENDED BY: G.H. Javaheripour 

APPROVED BY: Roger W. Wagner 

Description/Background:

Victor Valley Community College District was awarded \$14,943.433.00 by the California Department of Education to implement the Regional RAMP UP: Ready to Accelerate My Pathway program. This regional program was developed in response to the California Career Pathways Trust opportunity which seeks to improve the effectiveness and efficiency of career pathways beginning in high school, continuing through college and leading to jobs within the region. The RAMP UP consortium includes 5 community colleges, 19 high schools, 4 charter schools and dozens of employers stretching from San Bernardino to Barstow and Lucerne Valley to Lancaster. Victor Valley Community College District will serve as the fiscal agent and grant lead for this project.

The California Department of Education requires that the college spend 50% of the award this year.

Need:

The California Department of Education requires that we approve and return the Grant Award Notice within 10 days of our receipt of receiving this document in order to accept \$14,953,433.00 for the Regional RAMP UP project.

Fiscal Impact:

\$14,943,433.00 to the District

Recommended Action:

It is recommended that the Board of Trustees approve the acceptance of the grant in the amount of \$14,943,433.00 from the California Department of Education for implementation of the California Career Pathways Trust RAMP UP.

Legal Review: YES ___ NOT APPLICABLE X

Reference for Agenda: YES X NO ___

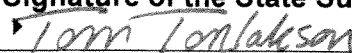
Grant Award Notification

GRANTEE NAME AND ADDRESS Angela Valles, President Victor Valley Community College District 18422 Bear Valley Rd. Victorville, CA 92395-5850			CDE GRANT NUMBER			
			FY	PCA	Vendor Number	Suffix
Attention Angela Valles			STANDARDIZED ACCOUNT CODE STRUCTURE		COUNTY	
Program Office Office of the Superintendent			Resource Code	Revenue Object Code	36	
Telephone (760) 245-4271			6382	8590	INDEX	
Name of Grant Program California Career Pathways Trust					0615	
GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date
	\$14,943,433.00	0	\$14,943,433.00	0	July 1, 2014	June 30, 2018
CFDA Number	Federal Grant Number	Federal Grant Name			Federal Agency	
N/A	N/A	N/A			N/A	

I am pleased to inform you that you have been awarded California Career Pathways Trust grant funding.
 This award is made contingent upon the availability of funds. If the Legislature takes action to reduce or defer the funding upon which this award is based, then this award will be amended accordingly.

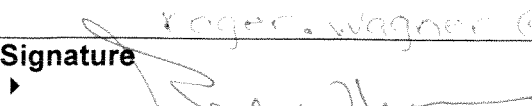
Please return the original, signed Grant Award Notification (AO-400) to:

Andrea Guenthart, Associate Governmental Program Analyst
 Program and Administrative Support Office
 California Department of Education
 1430 N Street, Suite 4202
 Sacramento, CA 95814-5901

California Department of Education Contact Lisa Reimers	Job Title Education Programs Consultant
E-mail Address lreimers@cde.ca.gov	Telephone (916) 324-5634
Signature of the State Superintendent of Public Instruction or Designee 	Date July 18, 2014

CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS

On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding.

Printed Name of Authorized Agent Roger W. Wagner	Title Superintendent/President
E-mail Address roger.wagner@vvc.edu	Telephone 760-245-4271
Signature 	Date 7/31/14

Grant Award Notification (Continued)

The following conditions apply to this grant award:

1. The grant award will be processed upon receipt of the signed Grant Award Notification (AO-400). This AO-400 must be signed by the superintendent or an authorized official and **returned within 10 working days**.
2. According to the published Request for Application (RFA), page 6, the grant period will cover the 2014-15, 2015-16, 2016-17, and 2017-18 school years. Funds for this grant will be distributed over a period of three years as follows:
 - Year 1: 50 percent of the total award for expenditures beginning in the 2014-15 school year
 - Year 2: 35 percent of the total award for expenditures beginning in the 2015-16 school year
 - Year 3: 15 percent of the total award for expenditures beginning in the 2016-17 school year
3. According to the RFA, page 13, to ensure the successful implementation of the California Career Pathways Trust, grantees are required to submit yearly progress reports and one end-of-project report to show (1) student momentum points, (2) program outcomes measures, and (3) program deliverables are being met. The fiscal agent/applicant for the partnership/consortium is responsible for submitting all data required by the California Department of Education (CDE).
4. Funding is contingent on the grantee implementing the pathway programs articulated in the grantee's application. Changes and/or adjustments in the pathway programs require the advance approval of the CDE. Absent this advance approval, the CDE may require the grantee to reimburse the state for any funds associated with the change and/or adjustment.
5. Funding is contingent on the grantee's continuing compliance with all CDE requests for information and data regarding the development and implementation of the targeted career pathways funded by the grant award.

If you have any questions regarding the requirements of the grant, please contact Lisa Reimers, Education Programs Consultant, College Preparation and Postsecondary Programs Office (CPPPO), by phone at 916-324-5634 or by e-mail at LReimers@cde.ca.gov or Kevin Shyne, Education Programs Consultant, CPPPO, by phone at 913-323-5830 or by e-mail at KShyne@cde.ca.gov. If you have questions regarding the fiscal requirements of the grant, please contact Andrea Guenthart, Associate Governmental Program Analyst, Program and Administrative Support Office, by phone at 916-445-5735 or by e-mail at AGuenthart@cde.ca.gov.

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

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

TOPIC: AUTHORIZATION TO LEAVE THE STATE WHILE ON INDUSTRIAL LEAVE – MONTY MESSER

SUBMITTED BY: Trinda Best

RECOMMENDED BY: Trinda Best *Trinda Best*

APPROVED BY: Roger W. Wagner *[Signature]*

Description/Background:

The CSEA, Chapter 584 contract Article 12.6.9 requires any bargaining unit member receiving the benefits of industrial leave remain within the State of California unless the Board of Trustees authorizes travel outside the state (Ed Code 88192).

Need:

Monty Messer, requested authorization to travel outside of the state June 10 – 17, 2014 while on industrial leave.

Fiscal Impact:

None

Recommended Action:

It is recommended that the Board of Trustees ratify the approval for travel outside of the state as listed above.

Legal Review: YES ___ NOT APPLICABLE X ___

Reference for Agenda: YES X NO ___

Peter Allan

From: Trinda Best
Sent: Monday, June 09, 2014 4:55 PM
To: Peter Allan
Subject: FW: Permission to leave the state of California while out on Work. Comp.
Importance: High

Peter,

Here is the request from Mr. Messer. Can you sign this copy stating approved pending Board Ratification?

Thank you.

Trinda Best, MPA
Director, Human Resources
Victor Valley College
18422 Bear Valley Road.
Victorville, CA 92395
760-245-4271 X2455
760-951-7932 Fax

*Approved pending
board ratification
Allan
6/9/14*

From: Monty Messer
Sent: Monday, June 09, 2014 4:24 PM
To: Trinda Best
Cc: rocio.chaxe@vvc.edu
Subject: Permission to leave the state of California while out on Work. Comp.

I am requesting to be allowed to leave the state of California for the period of June 10th - June 17th to attend to family business while out on temporary work comp leave. The tickets to go on this trip were purchased months in advance. Please consider my request.

Thank you,
Monty Messer
June 9th
Monty
Lead
Victor
18422 Bear
Victorville,



2014
Messer,
Warehouse Worker | Maintenance and Operations
Valley College
Valley Road
CA 92395
Office:
Email: monty.messer@vvc.edu
Phone: (760) 245-4271 ext 2248



Trinda Best,
Director of Human Resources | Human Resources
Victor Valley College

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

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

TOPIC: NEW MANAGEMENT POSITION AND JOB DESCRIPTION, PROJECT MANAGER

SUBMITTED BY: Trinda Best

RECOMMENDED BY: Trinda Best *Trinda Best*

APPROVED BY: Roger W. Wagner *Roger W. Wagner*

Description/Background:

Under the direction of an assigned administrator, the incumbent will provide coordination and oversight for the implementation of grants and contracts.

Need: Board approval is required to approve the new management position and job description.

Fiscal Impact: Range 15 of the Management Salary Schedule, \$4,884 – \$6,746 monthly plus benefits, budgeted.

Recommended Action: It is recommended that the Board of Trustees approve the new management position and job description of Project Manager, effective August 13, 2014.

Legal Review: YES ___ NOT APPLICABLE X ___

Reference for Agenda: YES X NO ___

Project Manager, Special Grants/Contracts

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT

CLASS TITLE: PROJECT MANAGER, SPECIAL GRANTS/CONTRACTS

BASIC FUNCTION:

Under the direction of assigned administrator, provide coordination and oversight for the implementation of grants and contracts with an emphasis on compliance with applicable objectives. Incumbent is responsible for overseeing assignments and reports, organizing research, contracting assignments, and compiling information for reporting and dissemination.

DISTINGUISHED CHARACTERISTICS:

The Project Manager, Special Grants/Contracts provides support for the successful operation of the assigned program, including but not limited to the following locally funded programs: AB 86/adult education programs, Department of Education, Department of Labor and HUD grants, state grants from the Community College Chancellor's Office, and other grant programs. Incumbent works with assigned administrator to communicate with grant partners, including but not limited to local service-area charities, school districts, various community groups, non-profit organizations, government agencies, colleges and universities. Incumbent creates synergy between and among participants to achieve the objectives of the grant, and is responsible for performance reports.

REPRESENTATIVE DUTIES:

Organize and implement projects and outreach efforts to the participating colleges, universities, governmental agencies, school districts and community organizations that are engaged in efforts that meet the purpose of the grant. Evaluate compliance by partner organizations with the goals and objectives of the grant. *E*

Direct, supervise and evaluate assigned staff such as clerical and program staff, advisors. *E*

Communicate with participating grant partners, consortium members, school districts, business and industry, non-profit organizations, Workforce Investment Board programs, municipalities and other entities that are doing work in the areas that the grant supports. *E*

Ensure compliance with regulations for participation in grant-funded activities. *E*

Act as an educational resource and advocate for first generation and low income students. *E*

Compile data and prepare reports required by the college, the office of the California Community College Chancellors of and the California Superintendent for Education. *E*

Project Manager, Special Grants/Contracts

Assist with the completion and submission of reports detailing compliance with grant objectives, including but not limited to mid-year and annual performance reports as required by the grant or requested from administration. *E*

Supervise, implement and monitor special grant activities. *E*

Foster a climate that is supportive of the grant's mission. *E*

Interpret and apply program regulations. *E*

Perform office duties as needed. *E*

Coordinate and participate in the hiring of staff. *E*

Perform related duties as assigned.

KNOWLEDGE AND ABILITIES:

Group process and group facilitation skills

Planning and resource allocation skills

Good written and oral presentation skills

Analytical organizational and administrative skills

Experience supervising workers

Current computer skills utilizing common office software

Interpersonal skills using tact and courtesy

Implement project objectives and meet the targeted grant goals

Plan, organize, and direct the implementation of grant activities

Compile and verify data, and prepare reports

Read, interpret apply and explain rules, regulations policies and procedures

Maintain current knowledge of program rules regulations, requirements and restrictions

Supervise and direct assigned staff

Work independently with minimum supervision

Must be able to work evenings when required

EDUCATION AND EXPERIENCE:

Any combination equivalent to bachelor's degree from a regionally accredited college, and two years of full-time experience supervising staff.

Experience in grant-funded programs is preferred.

Project Manager, Special Grants/Contracts

LICENSES AND OTHER REQUIREMENTS:

Valid California state driver's license; it may be acquired within fifteen days of employment; must have transportation to allow meetings on two or more sites in one day.

WORKING CONDITIONS:

Indoor and outdoor environment; subject to driving to a variety of locations to conduct work during day and evening hours; standing and walking for long periods of time; visual, hearing and verbal ability.

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

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

TOPIC: APPROVAL OF FOUNDATION EMPLOYEE
SUBMITTED BY: Ginger Ontiveros, Executive Director Foundation
RECOMMENDED BY: Trinda Best *Trinda Best*
APPROVED BY: Roger Wagner *[Signature]*

Description/Background:

Victor Valley College facilitates the payroll and benefits for the Victor Valley College Foundation's employees. The employment agreement listed below is for a Foundation Employee. The Foundation is responsible to repay all costs associated with the pay and benefits for these employees either directly in cash or in-kind based on the provisions contained in the Board approved MOU.

Contract & Community Education Director

Need:

The contract expired on June 30, 2014 and must be renewed to continue employment for this revenue generating employee.

Fiscal Impact: None as the Foundation is responsible to repay all costs in cash or in-kind.

Recommended Action:

Ratify the Foundation Employment Agreement as listed.

Legal Review: YES XX NOT APPLICABLE ___

Reference for Agenda: YES X NO ___



EMPLOYMENT AGREEMENT

THIS AGREEMENT is entered into this 19 day of June 2014 by and between **James Johnson** "Employee" of the Victor Valley College District Foundation), the Victor Valley College District Foundation ("Foundation") and the Victor Valley Community College District ("District"). This employment agreement replaces the employment agreement dated August 1, 2013.

The Foundation wishes to continue employing the Employee, and the Employee wishes to maintain employment with the Foundation, on the terms and subject to the conditions set forth in this Agreement. It is therefore agree as follows:

1. Employment. The Foundation shall employ the Employee and the Employee shall serve the Foundation as the **Contract & Community Education Director** of the Foundation, with such duties and responsibilities as may be assigned to the Employee by the Executive Director of the Foundation, identified within the adopted Job Description for this position and as are normally associated with a position of this nature. The Employee shall devote his best efforts to the performance of his duties under this Agreement and shall perform them faithfully, diligently and in a manner consistent with the policies of the Foundation as determined from time to time by the Board of Directors of the Foundation. The Employee shall report to the Executive Director of the Foundation. The Employee shall not serve as a director (or equivalent) position of any company or other entity and shall not receive fees or other remuneration for work performed either within or outside the scope of his employment without the prior written consent of the Executive Director. This consent shall not be unreasonably withheld.

All responsibility for salary, benefits, insurance or other entitlements shall be the responsibility of the Foundation. Although the District will be reimbursed for all expenses associated with the Contract / Community Education Director's salary, benefits, insurance or other entitlements as agreed to by the Foundation, the District will not be responsible to the Contract & Community Education Director should the Foundation become unable to pay those expenses. In the event the Contract & Community Education Director is laid off, furloughed or terminated by the Foundation, the Contract & Community Education Director has no rights for Reemployment, or bumping any District employees within the District.

The Foundation is recognized as an Auxiliary Organization pursuant to Education Code Section 72670.

2. Terms of Employment. The Employee's employment by the Foundation under this Agreement shall commence on **July 1, 2014 and terminate on June 30, 2016** unless terminated by either party pursuant to the provisions of this Agreement.

3. Compensation. As full compensation for all services rendered by the Employee to the Foundation under this Agreement, the District shall pay the Employee the compensation set forth in Schedule A attached hereto. The compensation schedule may be amended from time to

time in writing upon approval of the Foundation's Board of Directors and acceptance by the Employee. The Foundation shall reimburse the District for all costs associated with this compensation as allowed by the Master Agreement and the Memorandum of Understanding approved December 2011 between the Foundation and the District.

4. Fringe Benefits; Expenses.

- A. The Employee shall be entitled to all medical, dental, vision, workers compensation and pension benefits provided by the District to its management employees. The Foundation shall reimburse the District for all costs associated with providing these benefits to the Employee as allowed by the Master Agreement between the Foundation and the District.
- B. The Employee shall be entitled to all paid holidays provided by the District to its management employees.
- C. The Employee shall be entitled to 10 days of paid vacation annually, to be taken at times selected by him, with prior concurrence of the Executive Director. Vacation will not accrue beyond the term of this agreement.
- D. The Employee shall be entitled to 5 days of paid sick leave. Sick leave shall not accrue beyond the term of this agreement.
- E. The Foundation shall reimburse the Employee for all reasonable and necessary expenses incurred by him in connection with the performance of his services for the Foundation in accordance with the Foundation's policies and upon submission of appropriate documentation.

5. Termination: The Employee's position is "at-will" under California law. Notwithstanding that fact, the Foundation shall have the right to terminate this Agreement and the Employee's employment with the Foundation for cause. For purposes of this Agreement, the term "cause" shall mean:

- A. Any breach of the Employee's obligations under this Agreement.
- B. Fraud, theft or gross malfeasance on the part of the Employee, including without limitation, conduct of a felonious or criminal nature, conduct involving moral turpitude, embezzlement or misappropriation of assets;
- C. The habitual use of drugs or intoxicants;
- D. The Employee's failure, refusal or neglect to perform his duties under this Agreement within a reasonable period under the circumstances after written notice from the Executive Director describing the breach and offering the Employee the opportunity to cure same;
- E. Repeated violation by the Employee of any of the work rules or written policies of the Foundation after written notice of the violation has been provided in writing to the Employee;
- F. Breach of standards adopted by the Foundation governing professional independence or conflicts of interest.
- G. Death or disability which permanently impairs the ability of the Employee to fulfill his duties under this Agreement.

If the Employee is terminated for cause, neither the Foundation, or the District shall be obligated to make any further payment to the Employee or to continue to provide any benefit to the Employee under this Agreement.

6. Severance: If for any reason other than for cause as defined in this Agreement, the Foundation terminates this Agreement and the Employee's employment with the Foundation,

the Employee shall be entitled to severance compensation equal to two (2) weeks wages under the terms of this Agreement.

7. Miscellaneous:

- A. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
- B. This Agreement contains a complete statement of all arrangements made between the Foundation, District and the Employee with respect to its subject matter, supersedes all previous agreements, written or oral, among them relating to its subject matter and cannot be modified, amended or terminated orally. Amendments may be made to this Agreement at any time if mutually agreed upon in writing.
- C. The failure of any party to insist upon the strict adherence of any term of this Agreement on any occasion shall not be considered a waiver or deprive that party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.
- D. The invalidity or unenforceability of any term or provision of this Agreement shall not affect the validity or enforceability of the remaining terms or provisions of this Agreement which shall remain in full force and effect and any such invalid or unenforceable term or provision shall be given full effect as far as possible. If any term or provision of this Agreement is invalid or unenforceable in one jurisdiction, it shall not affect the validity or enforceability of that term in any other jurisdiction.
- E. This Agreement is not assignable by any party without express written consent of all parties.

8. Signatures: IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

By:



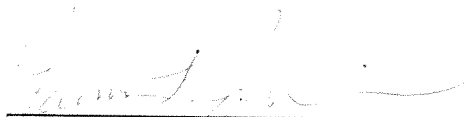
Ginger Ontiveros
Executive Director
Victor Valley College Foundation
"The FOUNDATION"

By:



Roger Wagner, PhD
Superintendent / President
Victor Valley Community College District
"The DISTRICT"

By:



James Johnson
"The EMPLOYEE"

SCHEDULE A – Compensation
Employee: James Johnson

The Employee shall be compensated as allowed in the Employment Agreement as followed:

For the period beginning July 1, 2014 to June 30, 2016:

\$74,500 annually to be paid by the District and will be reimbursed by the Foundation per the terms of the Employment Agreement.



The Contract / Community Education Director will be responsible for developing revenue through effective production and marketing of customized corporate education and workforce training contracts, community and continuing education / extension programs and personal enrichment workshops on behalf of the Victor Valley Community College District. The Contract / Community Education Director reports to the Executive Director of the Victor Valley College Foundation.

TYPICAL DUTIES AND RESPONSIBILITIES

1. Research, plan, promote, implement, direct and evaluate customized education to corporate & government clients, and continuing education, extension, special interest/ personal enrichment programs within the District's service area.
2. Develop a master plan for Community/Contract Education that is consistent with the District's philosophy, mission and goals.
3. Develop department procedures, manage processes and supervise employees supporting the Foundation's role in implementation of Community / Contract Education programs.
4. Develop and manage Community / Contract Education department budgets, accounting processes and department revenue sharing program in compliance with District policies and procedures.
5. Direct and coordinate involvement of all key stakeholders (clients, faculty, staff, administration, students) in Community / Contract Education processes as required for successful implementation.
6. Coordinate the analysis of data related to community needs and interests to offer innovative programs and activities; solicit clients to increase participation in and revenue from contract and community education programs.
7. Develop recommendations, coordinate required approvals, and manage processes for program improvements to maximize quality and profitable delivery of contract and community education programs.
8. Respond to requests for contract education services, edit and proofread drafts, revise submissions by District constituencies to fulfill request for proposal guidelines from corporate and government clients.
9. Negotiate agreements with community education instructors and third party education providers. Coordinate District approvals for personnel and vendors as needed.
10. Coordinate and prepare District governing board agenda items and reports as required.
11. Coordinate individual and group orientation for contract and community education projects to ensure affected faculty, staff and vendors are prepared to perform assigned responsibilities under the terms of contract and community education agreements.

12. Provide training workshops and serve as a technical resource for District employees with regard to contract and community education programs.
13. Serve as a liaison for internal and external customers.
14. Pursue external funding opportunities to maximize revenue generating opportunities across development disciplines.
15. Perform other duties as assigned by the Executive Director.

SKILLS, KNOWLEDGE AND ABILITIES

- Bachelor's degree from an accredited institution in a reasonably related field or clearly demonstrated equivalent experience.
- Demonstrated knowledge of principles and practices of sales and marketing especially as it relates to education services.
- Ability to identify opportunities for product development especially as it relates to education services; establish realistic program goals and evaluate results.
- Demonstrated ability to communicate effectively, professionally and diplomatically both verbally and in writing - especially English writing, language, spelling and grammar skills.
- Demonstrated ability to operate a personal computer, typewriter, fax machine, copy machine and other standard office equipment.
- Necessary computing, mathematical, statistical and accounting skills to develop, monitor and manage successful project budgets.
- Knowledge of trends related to external funding for education.
- Ability to exercise independent judgment and perform a variety of professional duties with minimum guidance and supervision.
- Knowledge of computer programs needed to prepare and submit grant proposals and maintain records related to grant proposals.
- Demonstrated ability to work independently with little direction.
- Demonstrated ability to maintain confidential information.

PHYSICAL REQUIREMENTS

This position requires working in an office environment and periodically in special event environments that require variable hours including weekends and evenings. Incumbent may be exposed to abusive individuals. Position requires sitting and viewing a computer monitor for extended periods of time, hand and digit dexterity to operate a computer keyboard, reaching, bending at the waist and hearing and speaking to communicate in English to provide information to others.

This position may from time to time require the use of a personal vehicle for business purposes. To accommodate this requirement, incumbent must provide a current driver's license and name the Victor Valley College Foundation as additional insured on his/her automobile liability policy.

FUNDING

THIS POSITION IS DEPENDENT UPON AVAILABLE GRANT FUNDING.

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

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

TOPIC: FOUNDATION EMPLOYMENT AGREEMENT: Approve Deputy Sector Navigator Small Business Employee Agreement with Lisa Kiplinger Kennedy

SUBMITTED BY: Ginger Ontiveros, Executive Director

RECOMMENDED BY: Trinda Best Trinda Best

APPROVED BY: Roger W. Wagner Roger W. Wagner

Description/Background:

The Deputy Sector Navigator, Small Business is a Foundation grant funded position to support through the Chancellor's Office of Economic and Workforce Development within the Inland Empire region of San Bernardino and Riverside Counties. Victor Valley Community College District is the fiscal agent and has approved an MOU with the Victor Valley College Foundation for implementation of this grant project. The project and this position continue through June 30, 2017. The candidate was interviewed and acceptable to the State Sector Navigator Small Business. The Foundation is responsible to reimburse the District for all costs associated with the employee either in cash or in-kind based on the provisions contained in the Board approved MOU.

Need:

The Foundation needs to employ a dedicated Deputy Sector Navigator Small Business to ensure full compliance with the grant objectives and to maximize its impact for our region.

Fiscal Impact: None. All funds must be reimbursed to the District in cash or in-kind.

Recommended Action:

Approve the Foundation Employment Agreement with Lisa Kiplinger Kennedy to serve as Deputy Sector Navigator through the remainder of the grant period.

Legal Review: YES X NOT APPLICABLE ___

Reference for Agenda: YES X NO ___



EMPLOYMENT AGREEMENT

THIS AGREEMENT is entered into this 13 day of August 2014 by and between **Lisa Kennedy** "Employee" of the Victor Valley College District Foundation), the Victor Valley College District Foundation ("Foundation") and the Victor Valley Community College District ("District").

The Foundation wishes to employ the Employee, and the Employee wishes to maintain employment with the Foundation, on the terms and subject to the conditions set forth in this Agreement. It is therefore agree as follows:

1. Employment. The Foundation shall employ the Employee and the Employee shall serve the Foundation as the **Small Business Deputy Sector Navigator** of the Foundation, with such duties and responsibilities as may be assigned to the Employee by the Executive Director of the Foundation, identified within the adopted Job Description for this position and as are normally associated with a position of this nature. The Employee shall devote her best efforts to the performance of her duties under this Agreement and shall perform them faithfully, diligently and in a manner consistent with the policies of the Foundation as determined from time to time by the Board of Directors of the Foundation. The Employee shall report to the Executive Director of the Foundation. The Employee shall not serve as a director (or equivalent) position of any company or other entity and shall not receive fees or other remuneration for work performed either within or outside the scope of her employment without the prior written consent of the Executive Director. This consent shall not be unreasonably withheld.

All responsibility for salary, benefits, insurance or other entitlements shall be the responsibility of the Foundation. Although the District will be reimbursed for all expenses associated with the Deputy Sector Navigator Small Business salary, benefits, insurance or other entitlements as agreed to by the Foundation, the District will not be responsible to the Deputy Sector Navigator Small Business should the Foundation become unable to pay those expenses. In the event the Deputy Sector Navigator Small Business is laid off, furloughed or terminated by the Foundation, the Deputy Sector Navigator Small Business has no rights for Reemployment, or bumping any District employees within the District.

The Foundation is recognized as an Auxiliary Organization pursuant to Education Code Section 72670.

2. Terms of Employment. The Employee's employment by the Foundation under this Agreement shall commence on **August 13, 2014 and terminate on June 30, 2017** unless terminated by either party pursuant to the provisions of this Agreement.

3. Compensation. As full compensation for all services rendered by the Employee to the Foundation under this Agreement, the District shall pay the Employee the compensation set forth in Schedule A attached hereto. The compensation schedule may be amended from time to time in writing upon approval of the Foundation's Board of Directors and acceptance by the

Employee. The Foundation shall reimburse the District for all costs associated with this compensation as allowed by the Master Agreement, the Memorandum of Understanding approved December 2011 and the Memorandum of Understanding approved August 2013 between the Foundation and the District.

4. Fringe Benefits; Expenses.

- A. The Employee shall be entitled to all medical, dental, vision, workers compensation and pension benefits provided by the District to its management employees. The Foundation shall reimburse the District for all costs associated with providing these benefits to the Employee as allowed by the Master Agreement between the Foundation and the District.
- B. The Employee shall be entitled to all paid holidays provided by the District to its management employees.
- C. The Employee shall be entitled to 10 days of paid vacation annually, to be taken at times selected by the Employee, with prior concurrence of the Executive Director. Vacation will not accrue beyond the term of this agreement.
- D. The Employee shall be entitled to 5 days of paid sick leave. Sick leave shall not accrue beyond the term of this agreement.
- E. The Foundation shall reimburse the Employee for all reasonable and necessary expenses incurred by the Employee in connection with the performance of her services for the Foundation in accordance with the Foundation's policies and upon submission of appropriate documentation.

5. Termination: The Employee's position is "at-will" under California law. Notwithstanding that fact, the Foundation shall have the right to terminate this Agreement and the Employee's employment with the Foundation for cause. For purposes of this Agreement, the term "cause" shall mean:

- A. Any breach of the Employee's obligations under this Agreement.
- B. Fraud, theft or gross malfeasance on the part of the Employee, including without limitation, conduct of a felonious or criminal nature, conduct involving moral turpitude, embezzlement or misappropriation of assets;
- C. The habitual use of drugs or intoxicants;
- D. The Employee's failure, refusal or neglect to perform her duties under this Agreement within a reasonable period under the circumstances after written notice from the Executive Director describing the breach and offering the Employee the opportunity to cure same;
- E. Repeated violation by the Employee of any of the work rules or written policies of the Foundation after written notice of the violation has been provided in writing to the Employee;
- F. Breach of standards adopted by the Foundation governing professional independence or conflicts of interest.
- G. Death or disability which permanently impairs the ability of the Employee to fulfill her duties under this Agreement.

If the Employee is terminated for cause, neither the Foundation, or the District shall be obligated to make any further payment to the Employee or to continue to provide any benefit to the Employee under this Agreement.

6. Severance: If for any reason other than for cause as defined in this Agreement, the Foundation terminates this Agreement and the Employee's employment with the Foundation,

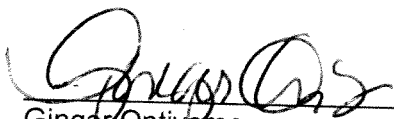
the Employee shall be entitled to severance compensation equal to two (2) weeks wages under the terms of this Agreement.

7. Miscellaneous:

- A. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
- B. This Agreement contains a complete statement of all arrangements made between the Foundation, District and the Employee with respect to its subject matter, supersedes all previous agreements, written or oral, among them relating to its subject matter and cannot be modified, amended or terminated orally. Amendments may be made to this Agreement at any time if mutually agreed upon in writing.
- C. The failure of any party to insist upon the strict adherence of any term of this Agreement on any occasion shall not be considered a waiver or deprive that party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.
- D. The invalidity or unenforceability of any term or provision of this Agreement shall not affect the validity or enforceability of the remaining terms or provisions of this Agreement which shall remain in full force and effect and any such invalid or unenforceable term or provision shall be given full effect as far as possible. If any term or provision of this Agreement is invalid or unenforceable in one jurisdiction, it shall not affect the validity or enforceability of that term in any other jurisdiction.
- E. This Agreement is not assignable by any party without express written consent of all parties.

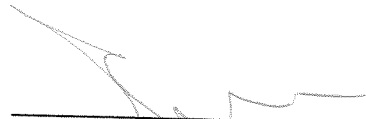
8. Signatures: IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

By:



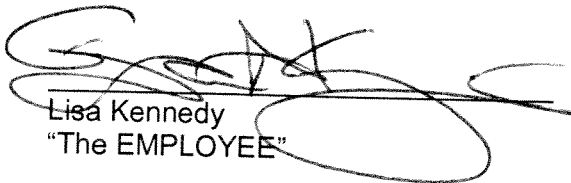
Ginger Ontiveros
Executive Director
Victor Valley College Foundation
"The FOUNDATION"

By:



Roger Wagner, PhD
Superintendent / President
Victor Valley Community College District
"The DISTRICT"

By:



Lisa Kennedy
"The EMPLOYEE"

SCHEDULE A – Compensation
Employee: Lisa Kennedy

The Employee shall be compensated as allowed in the Employment Agreement as followed:

For the period beginning August 13, 2014 to June 30, 2017:

\$76,200 annually to include the following to be paid by the District and will be reimbursed by the Foundation per the terms of the Employment Agreement.

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM

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

TOPIC: NEW MANAGEMENT POSITION AND JOB DESCRIPTION, DIRECTOR OF BUDGET & PLANNING

SUBMITTED BY: G.H. Javaheripour

RECOMMENDED BY: Trinda Best Trinda Best

APPROVED BY: Roger W. Wagner R. Wagner

Description/Background:

Position is needed as part of re-organization of Budget Analyst. Under the direction of an area administrator, prepare complex and technical budget analysis and planning functions; conduct budget and financial studies, preparation of reports, presentations and recommendations based on findings.

Need: Board approval is required to approve the new management position and job description.

Fiscal Impact: Range 18 of the Management Salary Schedule, \$6,711 – \$9,295 monthly plus benefits, budgeted.

Recommended Action: It is recommended that the Board of Trustees approve the new management position and job description of Director of Budget & Planning.

Legal Review: YES ___ NOT APPLICABLE X ___

Reference for Agenda: YES X NO ___



Personnel Action Form - Faculty & Classified

New Revision: _____

ACTION TYPE (* Requires President Approval)

- Out of Class Assignment Leave of Absence (w/o pay) Return from Leave Termination/End of Assignment *
- Supervisor Change Associate Faculty Hire Employee Type Change * Salary Change (Faculty/Admin)
- Recruitment - Circle Below* Academic Stipend Work Schedule Change Funding Change
- New Replacement Additional _____ Add/delete Shift Differential

EMPLOYEE TYPE:

- Full Time Faculty Educational Administrator Classified
- Administrator Confidential Other
- Associate Faculty Mgmt/Supervisor

EMPLOYMENT STATUS:

- Full time Tenured
- Part Time Temporary
- Probationary Substitute

WORK SCHEDULE:

- 9 Months 11 Months
- 10 Months 12 Months
- Shift Differential Eligible Other

New Position Title/Assignment & Department	Effective Fr:	To:	Range/Step or Column	Salary/Stipend	Labor Distribution/Budget Code	Load/%
Director of Budget & Planning- Administrative Svcs.	07/01/2014		Range 18		01.00.20.6670.0000.2150.00.0000	100%

Explanation: Re-org from Budget Analyst.

XXX-XX-

Social Security #

Dept/Unit & Current Position

Date of Hire

Orta

Josanna

Last Name

First Name

Middle Initial

Signatures:

- Approved: _____ Date: _____
 Supervisor/Dean (Print and Sign Name)
- Approved: Steve R. Garcia for G.H. Date: 6/30/2014
 Division Director/Dean/VP (Print and Sign Name)
- Approved: Kevin L. Kelly Admin Svcs: \$ _____ Date: 6/30/14
 Fiscal Services (Print and Sign Name) - Needed only for: Recruitment, Academic Stipend, Salary & Funding Change
- Approved: Janice B. [Signature] Date: _____
 VP of Human Resources (Print and Sign Name)
- *Approved: [Signature] Date: 6/30/14
 President

HR - Recruitment Only:

- Final Action: New Hire Promotion Reassignment Transfer Other _____
- Final Approval: _____ Date: _____
 Vice President
- Final Approval: _____ Date: _____
 President

- Acceptance Date _____ Reasonable Accommodations Offered _____ Start Date _____ Salary Placement _____
- Orientation _____ Pre-Employ Physical Appt Date/Time _____ Entered County System Entered in Datatel Electronic Timesheet

Copies Distributed on: _____ To: Employee Div. Supervisor Payroll & Benefits Personnel File Budget Office

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT

CLASS TITLE: DIRECTOR OF BUDGET AND PLANNING

BASIC FUNCTION:

Under the direction of an area administrator, coordinate the development of, and monitor the budget process and policy in order to provide accurate, timely and useful financial history and projections to the administrators for making financial decisions; prepare complex and technical budget analysis and planning functions; conduct budget and financial studies, preparation of reports, presentations and recommendations based on findings. Serve as a resource for staff; achieving defined objectives by planning, evaluating, developing, implementing and maintaining services in compliance with established guidelines, and in obtaining reports and information from county financial systems; direct the performance of a variety of accounting duties in support of budgeting and financial reporting, and the collective bargaining process. Direct the District operation of the Budget Office; may serve as the District's risk manager.

REPRESENTATIVE DUTIES:

Perform the analysis of complex resource issues. Direct the preparation of detailed budget charts, tables, and spreadsheets, as needed, in support of a variety of budgetary analyses and special projects. Compiles and displays data using table and graph spreadsheet applications. Prepare analyses for use by campus administrators when planning and making budget and other presentations. Responsibilities include the identification of relevant and usable data sources, selecting appropriate methods of data collection and data analysis, and reporting of conclusions, implications, and recommendations. Provide budget recommendations to respond to a wide range of issues. Develops, formulates, and recommends funding scenarios to address concerns and facilitate resolution. *E*

Conduct daily monitoring and maintenance of District finances; maintain and review expenditure and income data. *E*

Analyze revenues and expenditures to prepare monthly budget projections for the fiscal year; monitor department budgets; confer with staff regarding budget allocations; recommend corrective action for negative budgets and/or projected negative budgets for the fiscal year. *E*

Plan and development the annual budget; obtain, analyze, and review cost estimates; analyze personnel budget; prepare tentative and adopted budget documents; maintain documentation on the budget approval process and revisions. *E*

Direct the preparation of reports and projections comparing multiyear budget and expenditures; assist departments in determining costs of future needs following program review and other planning processes; perform a variety of accounting duties in support of budgeting and financial reporting, assist the District negotiating team by providing budget related analysis. *E*

Develop and establish the budget calendar. *E*

To be approved by BOT

Oversee the budget balancing process; reconcile the budget with Federal, State and local agency reports. *E*

Develop, recommend, communicate, interpret and implement budgetary policies and procedures. *E*

Work closely with the California Community College Chancellor's office and other state and federal agencies on budget and grant related matters. *E*

Review availability of funding and approve budget revision requests, requisitions for faculty recruitment, faculty contracts, and new staff positions. *E*

Maintain a variety of complex files and records often involving confidential materials; maintain confidentiality of information regarding Board, District, personnel, student, claims resolution, or controversial matters. *E*

Utilize county financial systems; prepare a variety of reports as required; serve as a resource for District staff in obtaining reports and information from the county financial systems. *E*

Survey and research budget analysis practices, procedures and methods utilized by other colleges, private industry and other agencies; make presentations and recommendations on best practices. *E*

Research financial topics and related legal issues (e.g. discrepancies, current legislative trends, etc.) for the purpose of evaluating compliance requirements and potential implications on District operations. *E*

Train, assign work, supervise, evaluate and participate in the selection of assigned staff. *E*

Operate a variety of office equipment including computers and applicable software programs. *E*

May plan, develop, direct evaluate a comprehensive risk management program, including property, casualty, liability, student insurance, safety and loss control; identify and evaluate risk exposures arising from district operations; conduct research and recommend suitable risk avoidance strategies, coverage and acceptable levels of risk assumption; receive, process and maintain records related to claims for damages.

Perform related duties as assigned.

KNOWLEDGE AND ABILITIES:

Knowledge of:

Applicable sections of the California State Education Code and Government Code and items outlined in the State Chancellor's Budget and Accounting Manual.

Methods of monitoring and control.

Financial, statistical, and fiscal record-keeping principles.

To be approved by BOT

Accounting and budget practices, procedures and terminology used in the District.
Research methods and report writing techniques.
Laws, rules and regulations concerning assigned budget analysis duties.
Financial analysis, research procedures and projection techniques.
Principles and procedures of District budgeting and accounting.
Personal and property liability coverage.
Process to investigate and process liability claims.
Principles of supervision.
Familiar with governmental funding, educations and/or related systems.
Modern office practices, procedures and equipment.
Operation of a computer and data entry techniques; competence in spreadsheets and word processors.
Interpersonal skills using tact, patience and courtesy.
Correct English usage, grammar, spelling, punctuation and vocabulary

Ability to:

Analyze computerized accounting and budget data and understand the District's financial status.
Perform complex technical budget analysis and planning functions.
Prepare, maintain and review District financial records, accounts and reports.
Make recommendations based on findings.
Make presentations before large and small groups.
Interpret and apply rules, regulations, policies and procedures.
Develop expertise with county financial systems.
Investigate liability claims.
Negotiate insurance coverage plans.
Serve as a resource for District staff.
Demonstrate problem solving, leadership, management and supervisory skills.
Communicate effectively both orally and in writing.
Operate a personal computer and a variety of applicable software programs.
Work independently with little direction.
Meet schedules and timelines.
Establish and maintain cooperative and effective working relationships with others, including those from diverse academic, socioeconomic, cultural, ethnic, and disability backgrounds.

EDUCATION AND EXPERIENCE:

Any combination equivalent to: Bachelor's degree in accounting, finance, business administration or closely related field and four years increasingly responsible professional financial, accounting and budgeting experience, including at least two years of supervisory experience.

WORKING CONDITIONS:

Office environment; subject to constant interruptions.
Position requires viewing a computer monitor for extended periods of time, reaching to maintain files, bending and standing or sitting for long periods of time.
Incumbents are exposed to occasional contact with dissatisfied or abusive individuals.

To be approved by BOT

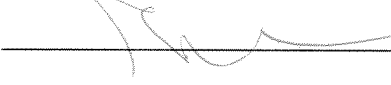
**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM**

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

TOPIC: QUARTERLY FINANCIAL REPORTS

SUBMITTED BY: Karen Hardy, Fiscal Services

RECOMMENDED BY: G.H. Javaheripour  _____

APPROVED BY: Roger W. Wagner  _____

Description/Background:

Financial reports are being presented for the period ending March 31, 2014, for the General Fund (01), Special Revenue Fund (39), Bond Fund (42), Capital Outlay Projects Fund (71), Child Development Center Fund (72), Student Center Fee Fund (73), Health Trust Fund (75), Insurance Trust Fund (78), ASB, Auxiliary Services, Bookstore, and Federal Grant Funds.

A copy of the original quarterly financial report is available in the Superintendent/President's office.

Need: N/A

Fiscal Impact: None

Recommended Action:

This is an information only item.

Legal Review: YES __ NOT APPLICABLE X

Reference for Agenda: YES X NO __

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
2012-2013 Financial Statements
GENERAL FUND - FUND 01
As of 03/31/14

	Budget	Actual	Budget Remaining	Percentage Remaining
Beginning Fund Balance 7/1/13	\$ 10,964,424			
<u>Revenues</u>				
Federal	\$ 3,358,899	\$ 914,314	\$ 2,444,585	72.78%
State	41,987,951	27,959,527	14,028,424	33.41%
Local	13,342,278	11,528,879	1,813,399	13.59%
<u>Total Revenues</u>	\$ 58,689,127	\$ 40,402,720	\$ 18,286,407	
<u>Expenditures</u>				
Academic Salaries	\$ 24,388,630	\$ 15,890,752	\$ 8,497,878	34.84%
Classified Salaries	15,029,714	10,187,742	4,841,972	32.22%
Benefits	12,108,759	7,613,063	4,495,696	37.13%
Supplies	1,813,552	544,309	1,269,243	69.99%
Operating Expenses	10,312,679	5,225,090	5,087,589	49.33%
Capital Outlay	1,006,171	745,557	260,614	25.90%
Transfers, Grants	368,169	308,192	59,977	16.29%
Contingency	957,841	-	957,841	100.00%
<u>Total Expenditures</u>	\$ 65,985,515	\$ 40,514,705	\$ 25,470,810	
 Excess Revenues/(Expenditures)	 \$ (7,296,387)	 \$ (111,985)		
 Month Ending Fund Balance 03/31/14		 \$ 10,852,439		
 Projected Ending Fund Balance	 \$ 3,668,037			

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
2012-2013 Financial Statements
DEBT SERVICE PAYMENT - FUND 21
As of 03/31/14

	Budget	Actual	Budget Remaining	Percentage Remaining
Beginning Fund Balance 7/1/13	\$ 7,539,665			
<u>Revenues</u>				
Local Revenues	\$ 6,033,119	\$ 4,196,158	\$ 1,836,961	30.45%
Bond Proceeds	280,140	0	280,140	100.00%
<u>Total Revenues</u>	\$ 6,313,259	\$ 4,196,158	\$ 2,117,101	
<u>Expenditures</u>				
Debt Service Payments	\$ 6,443,201	\$ 6,661,600	\$ (218,399)	-3.39%
<u>Total Expenditures</u>	\$ 6,443,201	\$ 6,661,600	\$ (218,399)	
Net Change in Fund Balance	\$ (129,942)	\$ (2,465,442)	\$ 482,601	
Month Ending Fund Balance 03/31/14		\$ 5,074,224		
Projected Ending Fund Balance	\$ 7,409,723			

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
2012-2013 Financial Statements
SPECIAL REVENUE - FUND 39
As of 03/31/14

	Budget	Actual	Budget Remaining	Percentage Remaining
Beginning Fund Balance 7/1/13	\$ 27,125,416			
<u>Revenues</u>				
Local Revenues	\$ 1,819,800	\$ 1,390,332	\$ 429,468	23.60%
Transfers In	0	0	0	0.00%
<u>Total Revenues</u>	\$ 1,819,800	\$ 1,390,332	\$ 429,468	
<u>Expenditures</u>				
Debt Service Payments	\$ -	\$ -	\$ -	0.00%
<u>Total Expenditures</u>	\$ -	\$ -	\$ -	
Net Change in Fund Balance	\$ 1,819,800	\$ 1,390,332		
Month Ending Fund Balance 03/31/14		\$ 28,515,748		
Projected Ending Fund Balance	\$ 28,945,216			

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
2012-2013 Financial Statements
BOND PROJECTS FUND - FUND 42
As of 03/31/14

	Budget	Actual	Budget Remaining	Percentage Remaining
Beginning Fund Balance 7/1/13	\$ 29,043,669			
<u>Revenues</u>				
Interest Income	\$ 75,000	\$ 44,807	\$ 30,193	40.26%
<u>Total Revenues</u>	\$ 75,000	\$ 44,807	\$ 30,193	
<u>Expenditures</u>				
Legal Expense	25,000	0	25,000	100.00%
Site Improvements	1,544,425	1,061,767	482,658	31.25%
Building - New & Remodel	5,627,479	2,383,496	3,243,983	57.65%
<u>Total Expenditures</u>	\$ 7,196,904	\$ 3,445,263	\$ 3,751,641	
Net Change in Fund Balance	\$ (7,121,904)	\$ (3,400,456)		
Month Ending Fund Balance 03/31/14		\$ 25,643,214		
Projected Ending Fund Balance	\$ 21,921,765			

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
2012-2013 Financial Statements
CAPITAL OUTLAY PROJECTS - FUND 71
As of 03/31/14

	Budget	Actual	Budget Remaining	Percentage Remaining
Beginning Fund Balance 7/1/13	\$ 3,289,200			
<u>Revenues</u>				
Interest Income	\$ 13,000	\$ 4,154	\$ 8,846	68.05%
Redevelopment	1,200,000	-	1,200,000	100.00%
<u>Total Revenues</u>	\$ 1,213,000	\$ 4,154	\$ 1,208,846	
<u>Expenditures</u>				
Supplies	\$ 218,370	\$ 22,150	\$ 196,220	89.86%
Software	1,200	-	1,200	100.00%
Contracts-Rents & Leases	-	16,500	(16,500)	0.00%
Contract-Repairs	-	25,179	(25,179)	0.00%
Contracts-Maint Agreements	11,800	-	11,800	100.00%
Legal Expenses	-	200	(200)	0.00%
Assessment Fee	6,000	500	5,500	91.67%
License Fees	-	46,874	(46,874)	0.00%
Contracted services	789,614	271,857	517,757	65.57%
Advertising	-	1,006	(1,006)	0.00%
New Equipment	550,990	143,924	407,066	73.88%
Computers	-	19,565	(19,565)	0.00%
Replacement Equipment	51,500	35,380	16,120	31.30%
Contingency	356,000	-	356,000	100.00%
<u>Total Expenditures</u>	\$ 1,985,474	\$ 583,135	\$ 1,402,339	
 Net Change in Fund Balance	 \$ (772,474)	 \$ (578,981)		
Month Ending Fund Balance 03/31/14		\$ 2,710,218		
Projected Ending Funding Balance	\$ 2,516,726			

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
2012-2013 Financial Statements
CHILD DEVELOPMENT CENTER - FUND 72
As of 03/31/14

	Annual Budget	YTD Actual	Budget Remaining	Percentage Remaining
Beginning Fund Balance 7/1/13	\$ 82,084			
<u>Revenues</u>				
State Income	\$ 115,044	\$ 77,333	\$ 37,711	32.78%
Rents & Leases	154,092	80,287	73,805	47.90%
Interest Income	400	140	260	65.00%
Miscellaneous Income	1,873	-	1,873	100.00%
Total Revenues	\$ 271,409	\$ 157,760	\$ 113,649	
<u>Expenditures</u>				
Academic Salaries	\$ 117,444	\$ 72,548	\$ 44,896	38.23%
Classified Salaries	61,843	43,761	18,082	29.24%
Benefits	63,426	42,832	20,594	32.47%
Instructional Supplies	4,000	708	3,292	82.30%
Food	4,000	1,723	2,277	56.93%
Operating Expenses	13,240	2,673	10,567	79.81%
Reserve/Contingencies	10,000	-	10,000	100.00%
Total Expenditures	\$ 273,953	\$ 164,245	\$ 109,708	
 Net Change in Fund Balance	 \$ (2,544)	 \$ (6,485)		
 Month Ending Fund Balance 03/31/14		 \$ 75,600		

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
2012-2013 Financial Statements
STUDENT CENTER FEE - FUND 73
As of 03/31/14

	Budget	Actual	Budget Remaining	Percentage Remaining
Beginning Fund Balance 7/1/13	\$ 7,781			
<u>Revenues</u>	\$ 90,110	\$ 87,020	\$ 3,090	3.43%
<u>Expenditures</u>				
Transfers Out	\$ 90,110	\$ -	\$ 90,110	100.00%
Net Change in Fund Balance	\$ -	\$ 87,020		
Month Ending Fund Balance 03/31/14		\$ 94,801		

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
2012-2013 Financial Statements
HEALTH TRUST FUND - FUND 75
As of 03/31/14

	Budget	Actual	Budget Remaining	Percentage Remaining
Beginning Fund Balance 7/1/13	\$ 40,869			
<u>Revenues</u>				
Interest Income	\$ 150	\$ 70	\$ 80	53.43%
<u>Total Revenues</u>	\$ 150	\$ 70	\$ 80	
<u>Expenditures</u>				
Reserve For Contingencies	\$ -	\$ -	\$ -	0.00%
Outgoing Transfers	-	-	-	0.00%
<u>Total Expenditures</u>	\$ -	\$ -	\$ -	
 Net Change in Fund Balance	 \$ 150	 \$ 70		
Month Ending Fund Balance 03/31/14		\$ 40,939		
 Projected Ending Fund Balance	 \$ 41,019			

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
2012-2013 Financial Statements
SELF INSURANCE TRUST - FUND 78
As of 03/31/14

	Budget	Actual	Budget Remaining	Percentage Remaining
Beginning Fund Balance 7/1/13	\$ 98,052			
<u>Revenues</u>				
Interest Income	\$ 100	\$ 16,306	\$ (16,206)	-16206.00%
Transfers In	33,635	24,000	9,635	28.65%
<u>Total Revenues</u>	\$ 33,735	\$ 40,306	\$ (6,571)	
<u>Expenditures</u>				
Supplies	\$ 1,500	\$ -	\$ 1,500	100.00%
Contracted Services	25,235	11,545	13,690	54.25%
New Furniture/Equipment	7,000	-	7,000	100.00%
<u>Total Expenditures</u>	\$ 33,735	\$ 11,545	\$ 22,190	
 Net Change in Fund Balance	 \$ -	 \$ 28,761		
Month Ending Fund Balance 03/31/14		\$ 126,813		
 Projected Ending Fund Balance	 \$ 98,052			

VICTOR VALLEY COMMUNITY COLLEGE
2012-2013 Financial Statements
RAMS BOOKSTORE
As of 03/31/14

	Budget	Actual	Budget Remaining	Percentage Remaining
Beginning Fund Balance 7/1/13	\$ 1,003,127			
<u>Revenues</u>	\$ 3,076,800	\$ 1,987,381	\$ 1,089,419	35.4%
Less: Cost of Goods Sold	2,385,800	1,505,491	\$ 880,309	36.9%
Gross Margin from Local Revenues	\$ 691,000	\$ 481,890	\$ 209,110	
Total Other Income	\$ 10,000	11,626	(1,626)	-16.3%
<u>Total Revenues</u>	\$ 701,000	\$ 493,516	\$ 207,484	
<u>Expenditures</u>	\$ 85,000	\$ 45,027	\$ 39,973	212.6%
Labor	606,000	421,070	\$ 184,930	327.7%
<u>Total Expenditures</u>	\$ 691,000	\$ 466,097	\$ 224,903	
Revenues/(Expenditures)	\$ -	\$ 27,419		
Month Ending Fund Balance 03/31/14		\$ 1,030,546		
Projected Ending Fund Balance	\$ 1,013,127			

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
2012-2013 Financial Statements
AUXILIARY SERVICES
As of 03/31/14

	Budget	Actual	Budget Remaining	Percentage Remaining
Beginning Fund Balance 7/1/13	\$ 228,161			
<u>Revenues</u>	\$ 575,470	\$ 173,320	\$ 402,150	69.88%
<u>Total Revenues</u>		\$ 173,320		
<u>Expenditures</u>	\$ 366,000	\$ 260,121	\$ 105,879	28.93%
<u>Total Expenditures</u>		\$ 260,121		
Revenues/(Expenditures)	\$ 209,470	\$ (86,801)		
Month Ending Fund Balance 03/31/14		\$ 141,360		
Projected Ending Fund Balance	\$ 437,631			

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
2012-2013 Financial Statements
ASB FUND
As of 03/31/14

	Budget	Actual	Budget Remaining	Percentage Remaining
Beginning Fund Balance 7/1/13	\$ 208,997			
<u>Revenues</u>	\$58,000	<u>\$121,476</u>	(\$63,476)	-109.44%
<u>Total Revenues</u>		\$121,476		
<u>Expenditures</u>	\$58,000	\$72,402	(\$14,402)	-24.83%
<u>Total Expenditures</u>				
Revenues/(Expenditures)	\$ -	\$ 49,074		
Month Ending Fund Balance 03/31/14		\$ 258,071		
Projected Ending Fund Balance	\$ 208,997			

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
2013-2014 Financial Statements
FEDERAL/STATE GRANT FUNDS
As of 03/31/14

	Budget	Actual	Budget Remaining	Percentage Remaining
Beginning Fund Balance 7/1/13	\$ 63,145			
<u>Revenues</u>				
PELL	\$ 20,816,874	\$ 13,142,080	\$ 7,674,794	36.87%
SEOG	449,400	199,000	250,400	55.72%
Cal Grant	1,015,134	1,196,197	(181,063)	-17.84%
CARE	78,500	75,000	3,500	4.46%
Total Revenues	\$ 22,359,908	\$ 14,612,277	\$ 7,747,631	
<u>Expenditures</u>				
PELL	\$ 20,816,874	\$ 13,146,403	\$ 7,670,471	36.85%
SEOG	449,400	199,200	250,200	55.67%
Cal Grant	1,015,134	1,070,709	(55,575)	-5.47%
CARE	78,500	41,500	37,000	47.13%
Total Expenditures	\$ 22,359,908	\$ 14,457,812	\$ 7,902,096	
Net Change in Fund Balance	\$ -	\$ 154,465		
Month Ending Fund Balance 03/31/14		\$ 217,610		
Projected Ending Fund Balance	\$ 63,145			

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

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

TOPIC: Distinguished Service

SUBMITTED BY: Trinda Best

RECOMMENDED BY: Trinda Best *Trinda Best*

APPROVED BY: Roger W. Wagner *R. Wagner*

Description/Background:

Distinguished Service status has been requested and approved for the following Management retiree. The appropriate departments have been notified to take the necessary actions to provide the Distinguished Service status benefits.

William Greulich – Distinguished Service, Marketing and Public Information

Need:

Fiscal Impact:

None

Recommended Action:

Distinguished Service status is presented as an informational item; no board action is necessary

Legal Review: YES ___ NOT APPLICABLE X

Reference for Agenda: YES ___ NO X

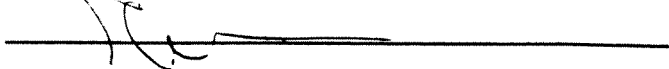
**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM**

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

TOPIC: SECOND READ – BOARD POLICY 2370 – INVOCATIONS AT BOARD MEETINGS

SUBMITTED BY: Jeffery Morris, Legal Counsel (Stutz Artiano Shinoff & Holtz)

RECOMMENDED BY: Dennis Henderson, Board President

APPROVED BY: Roger W. Wagner 

Description/Background:

Board Policy 2370 – Invocations at Board Meetings is a new proposed Board Policy for consideration of the Board of Trustees. Legislative bodies in the United States of America have historically maintained a tradition of solemnizing those proceedings by allowing for an opening prayer with the intent to impart a seriousness, gravity and thoughtfulness that befits important deliberative proceedings, while respecting individuals’ personal religious beliefs or lack thereof. The proposed Board Policy sets forth the procedure to follow for inviting Invocational Speakers to Board meetings.

The proposed Board Policy is modeled after the invocation policy of the City of Lancaster. The City of Lancaster’s invocation policy was challenged and upheld in the decision of Rubin v. City of Lancaster (2011) 802 F. Supp. 2d 1107. Further, the United States Supreme Court recently upheld that a prayer to open a Board meeting did not violate the Establishment Clause of the United States Constitution. Town of Greece v. Galloway (2014) 134 S. Ct. 1811.

The proposed Board Policy had a First Read at the regular Board Meeting of June 10, 2014. The proposed Board Policy was further discussed at the Board of Trustees special meeting of July 15, 2014.

Attached with this report is a revised proposed version (final and redline) of Board Policy 2370. The revisions are non-substantive, including a time limit on the length of the invocation.

Need:

To allow for a process to have an invocation before Board of Trustee meetings.

Fiscal Impact: None

Recommended Action: Review and discuss the proposed Board Policy 2370 – Invocations at Board Meetings.

Legal Review: YES X NOT APPLICABLE ___

Reference for Agenda: YES X NO ___

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
BOARD POLICIES

Board Of Trustees

Chapter 2

Invocations at Board Meetings

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Legislative bodies in the United States of America have historically maintained a tradition of solemnizing those proceedings by allowing for an opening prayer with the intent to imbue them with a seriousness, gravity and thoughtfulness that befits important deliberative proceedings while at the same time, respecting individuals' personal religious beliefs or lack thereof. Accordingly, the following provisions shall govern invocations at Board meetings.

1. In order to lend gravity and solemnness to the proceedings of the Board of Trustees ("Board"), it is the policy of the Victor Valley Community College District ("District") to allow for an invocation or prayer (hereinafter "Invocation") to be offered for the benefit of the Board and the community.
2. The Invocation shall be held at the beginning of the meeting immediately before or after the pledge of allegiance and shall not be listed or recognized as an agenda item for the meeting so that it will be clear the Invocation is not considered a part of the public business of the Board. The Invocation shall not exceed three (3) minutes in length.
3. No member of the Board, District employee or any other person in attendance at the meeting shall be required to participate in the Invocation.
4. The Invocation shall be voluntarily delivered by a member of the clergy, or a religious or spiritual leader in the District's geographical jurisdiction. To ensure that such persons (the "Invocational Speakers") are selected from a wide pool of eligible individuals, on a rotating basis, the Invocational Speaker shall be selected according to the following procedure:
 - a. The Clerk shall compile and maintain a database (the "Congregations List") of religious and spiritual groups with an established presence in the District's geographic jurisdiction.
 - b. The Congregations List shall be compiled by referencing the listing for "churches," "congregations," or other religious assemblies in the annual Yellow Pages[®] phone book(s) published in the District's geographical jurisdiction, research from the Internet, and consultation with the local chambers of commerce. All religious congregations with an established presence in the communities that comprise the District's geographical jurisdiction are eligible to be included in the Congregations List, and any such congregation can confirm its inclusion by specific written request to the Clerk.
 - c. The Congregations List shall also include the name and contact information of any chaplain who serves one or more of the fire departments or law enforcement agencies within the District's geographical jurisdiction or any nearby military facilities.
 - d. The Congregations List shall be updated, by reasonable efforts of the Clerk, in November of each calendar year.
 - e. Within thirty (30) days of the effective date of this Policy, and on or about December 1 of each calendar year thereafter, the Clerk shall mail an invitation addressed to the

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
BOARD POLICIES

Board Of Trustees

Chapter 2

Invocations at Board Meetings

2370

“religious leader” of each congregation listed on the Congregations List and the individual chaplains included on the Congregations List.

- f. The invitation shall be dated at the top of the page, signed by the Clerk at the bottom of the page, and read as follows:

Dear Religious Leader,

It is the policy of the Victor Valley Community College District to invite members of the local spiritual community to voluntarily offer a prayer before the beginning of its meetings, for the benefit and blessing of the Board of Trustees. As the leader of a religious congregation with an established presence in one of the communities served by the District, or in your capacity as a chaplain for one of the local fire departments or law enforcement agencies served by the District, you are eligible to offer this important service at an upcoming meeting of the Board of Trustees.

If you are willing to assist the District in this regard, please send a written reply at your earliest convenience to the Clerk at the address included on this letterhead. Clergy are scheduled on a first-come, first-served or other random basis. The dates of the Trustees' scheduled meetings for the upcoming year are attached to this letter.

If you have a preference among the dates, please state that request in your written reply.

This opportunity is voluntary and you are free to offer the invocation according to the dictates of your own conscience. To maintain a spirit of respect and ecumenism, the Board requests only that the prayer opportunity not be exploited as an effort to convert others to the particular faith of the invitational speaker, nor to disparage any faith or belief different than that of the invitational speaker.

On behalf of the Victor Valley Community College District, I thank you in advance for considering this invitation.

*Sincerely,
Clerk of the Board of Trustees*

- g. As provided in paragraph 6 (below) and, as the invitation letter indicates, prospective Invitational Speakers shall be scheduled on a first-come, first-served or other random basis to deliver the Invocation.
- h. If the selected Invitational Speaker does not appear at the scheduled meeting, or if no Invitational Speaker has volunteered for a particular meeting, the Board President may ask for a volunteer from among the Board of Trustees or the audience to deliver the invocation. If none of those individuals is prepared to deliver an Invocation, the Clerk may read a brief non-sectarian Invocation.

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
BOARD POLICIES

Board Of Trustees

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Invocations at Board Meetings

2370

5. No Invocational Speaker shall be compensated for his or her service.
6. The Board Clerk shall make every reasonable effort to ensure that a variety of eligible Invocational Speakers are scheduled for the Board meetings. In any event, no Invocational Speaker shall be scheduled to offer a prayer at consecutive meetings of the Board, or at more than three (3) Board meetings during any calendar year.
7. Neither the Board nor the Clerk shall engage in any prior inquiry, review of, or involvement in, the content of any Invocation to be offered by an Invocational Speaker.
8. Shortly before the opening gavel that officially begins the meeting and the agenda/business of the public, the Board Chair shall introduce the Invocational Speaker and the person selected to recite the Pledge of Allegiance, and invite only those who wish to do so to stand for those observances with the Board.
9. This Policy shall be intended for all District Board meetings and District Board subcommittee meetings.
10. This Policy is not intended, and shall not be implemented or construed in any way, to affiliate the Board with, nor express the District's preference for, any faith or religious denomination. Rather, this Policy is intended to acknowledge and express the District's respect for the diversity of religious denominations and faiths represented and practiced among the citizens within the geographical area served by the District.

References: Town of Greece v. Galloway (2014) 134 S. Ct. 1811.
Rubin v. City of Lancaster (2011) 802 F. Supp. 2d 1107.

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Legislative bodies in the United States of America have historically maintained a tradition of solemnizing those proceedings by allowing for an opening prayer with the intent to imbue them with a seriousness, gravity and thoughtfulness that befits important deliberative proceedings while at the same time, respecting individuals' personal religious beliefs or lack thereof. Accordingly, the following provisions shall govern invocations at Board meetings.

1. In order to lend gravity and solemnity to the proceedings of the Board of Trustees ("Board"), it is the policy of the Victor Valley Community College District ("District") to allow for an invocation or prayer (hereinafter "Invocation") to be offered for the benefit of the Board and the community.
2. The Invocation shall be held at the beginning of the meeting immediately before or after the pledge of allegiance and shall not be listed or recognized as an agenda item for the meeting so that it will be clear the Invocation is not considered a part of the public business of the Board. The Invocation shall not exceed three (3) minutes in length.
3. No member of the Board, District employee or any other person in attendance at the meeting shall be required to participate in the Invocation.
4. The Invocation shall be voluntarily delivered by a member of the clergy, or a religious or spiritual leader in the District's geographical jurisdiction. To ensure that such persons (the "Invocational Speakers") are selected from a wide pool of eligible individuals, on a rotating basis, the Invocational Speaker shall be selected according to the following procedure:
 - a. The Clerk shall compile and maintain a database (the "Congregations List") of religious and spiritual groups with an established presence in the District's geographic jurisdiction.
 - b. The Congregations List shall be compiled by referencing the listing for "churches," "congregations," or other religious assemblies in the annual Yellow Pages[®] phone book(s) published in the District's geographical jurisdiction, research from the Internet, and consultation with the local chambers of commerce. All religious congregations with an established presence in the communities that comprise the District's geographical jurisdiction are eligible to be included in the Congregations List, and any such congregation can confirm its inclusion by specific written request to the Clerk.
 - c. The Congregations List shall also include the name and contact information of any chaplain who serves one or more of the fire departments or law enforcement agencies within the District's geographical jurisdiction or any nearby military facilities.
 - d. The Congregations List shall be updated, by reasonable efforts of the Clerk, in November of each calendar year.
 - e. Within thirty (30) days of the effective date of this Policy, and on or about December 1 of each calendar year thereafter, the Clerk shall mail an invitation addressed to the

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“religious leader” of each congregation listed on the Congregations List and the individual chaplains included on the Congregations List.

- f. The invitation shall be dated at the top of the page, signed by the Clerk at the bottom of the page, and read as follows:

Dear Religious Leader,

It is the policy of the Victor Valley Community College District to invite members of the local spiritual community to voluntarily offer a prayer before the beginning of its meetings, for the benefit and blessing of the Board of Trustees. As the leader of a religious congregation with an established presence in one of the communities served by the District, or in your capacity as a chaplain for one of the local fire departments or law enforcement agencies served by the District, you are eligible to offer this important service at an upcoming meeting of the Board of Trustees.

If you are willing to assist the District in this regard, please send a written reply at your earliest convenience to the Clerk at the address included on this letterhead. Clergy are scheduled on a first-come, first-served or other random basis. The dates of the Trustees' scheduled meetings for the upcoming year are attached to this letter.

If you have a preference among the dates, please state that request in your written reply.

This opportunity is voluntary and you are free to offer the invocation according to the dictates of your own conscience. To maintain a spirit of respect and ecumenism, the Board requests only that the prayer opportunity not be exploited as an effort to convert others to the particular faith of the invocational speaker, nor to disparage any faith or belief different than that of the invocational speaker.

On behalf of the Victor Valley Community College District, I thank you in advance for considering this invitation.

*Sincerely,
Clerk of the Board of Trustees*

- g. As provided in paragraph 6 (below) and, as the invitation letter indicates, prospective Invocational Speakers shall be scheduled on a first-come, first-served or other random basis to deliver the Invocation.
- h. If the selected Invocational Speaker does not appear at the scheduled meeting, or if no Invocational Speaker has volunteered for a particular meeting, the ~~Mayor~~Board President may ask for a volunteer from among the Board of Trustees or the audience to deliver the invocation. If none of those individuals is prepared to deliver an Invocation, the Clerk may read a brief non-sectarian Invocation.

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5. No Invocational Speaker shall be compensated for his or her service.
6. The Board Clerk shall make every reasonable effort to ensure that a variety of eligible Invocational Speakers are scheduled for the Board meetings. In any event, no Invocational Speaker shall be scheduled to offer a prayer at consecutive meetings of the Board, or at more than three (3) Board meetings during any calendar year.
7. Neither the Board nor the Clerk shall engage in any prior inquiry, review of, or involvement in, the content of any Invocation to be offered by an Invocational Speaker.
8. Shortly before the opening gavel that officially begins the meeting and the agenda/business of the public, the Board Chair shall introduce the Invocational Speaker and the person selected to recite the Pledge of Allegiance, and invite only those who wish to do so to stand for those observances with the Board.
9. This Policy shall be intended for all District Board meetings and District Board subcommittee meetings.
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