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

Date: February 10, 2015

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

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

OPEN SESSION REGULAR MEETING AGENDA ~ Board Room

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

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

1. CALL TO ORDER
   • ROLL CALL
   • INVOCATION
   • PLEDGE OF ALLEGIANCE
   • ANNOUNCEMENT OF ITEMS DELETED OR CORRECTED FROM THE AGENDA

CLOSED SESSION ~ West Wing Conference Room

2. CLOSED SESSION
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

      a) CONFERENCE WITH LEGAL COUNSEL – Anticipated Litigation
         Government Code Section 54956.9(b) – 1 case

      b) CONFERENCE WITH LEGAL COUNSEL - Existing Litigation
         Amanda Sue Wilson v. Victor Valley Community College District, et. al.,
         San Bernardino County Case No. CIVDS 1402780
         Authority: Government Code section 54956.9 (d)

BOARD OF TRUSTEES: Joseph W. Brady, John Pinkerton, Brandon Wood, Marianne Tortorici, Dennis Henderson, ASB Member
c) CONFERENCE WITH LEGAL COUNSEL- Existing Litigation
Frank Trujillo v. Victor Valley Community College District, et. al.,
San Bernardino County Case No. CIVDS 1404475
Authority: Government Code section 54956.9 (d)

PUBLIC COMMENTS RELATED TO CLOSED SESSION ITEMS

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

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
   - Special Report – Dr. Thomas Morales, President CSUB
   - Academic Senate
   - Foundation

4.1 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.

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

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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 January 13, 2014 regular Board meeting.

5.2 Board of Trustees Payments Reports
Approval of the Board of Trustees Payments Reports. Fiscal Impact: None

5.3 Agreement – America’s Xpress Rent-A-Car
Ratification of the agreements between Victor Valley Community College District and America’s Xpress Rent-A-Car for transportation to K-12 and Community College partners to assess and input immersive technology classrooms, site visits, and meetings with industry representatives per Sub-Recipient Agreement commitment. Fiscal Impact: Not to exceed $550.00 per month + tax, budgeted item, Grant Funded.

5.4 Equipment Purchase – Henry Schein
Ratification of the equipment purchase with Henry Schein to purchase two (2) Electric Muscle Stimulator (EMS) machines for the Main Campus training room. Fiscal Impact: Estimated cost $7,739.19, Fund 71.

5.5 Agreement – C-Below Subsurface Imaging
Ratification of the renewal agreement between Victor Valley Community College District and C-Below Subsurface Imaging to perform underground utility identification and mapping needed to move forward with the construction of the Vocational Campus Expansion & Renovation project. Fiscal Impact: Estimated cost $6,690.00, Bond Funded.

5.6 Equipment Purchase – Western State Design, Inc.
Ratification of the equipment purchase with Western Design, Inc. to purchase two (2) industrial washer extractor and gas dryer machines for the Main Campus training room. Fiscal Impact: $37,363.00, Fund 71.

5.7 Agreement – Vector Resources, Inc.
Ratification of the agreements between Victor Valley Community College District and Vector Resources, Inc. to repair classroom instructional equipment and switcher. (Item #1-24 on the Campus Technology Project list). Fiscal Impact: $480.00, budgeted item.
5.8 **Agreement – Rancho Motor Company**
Ratification of the agreements between Victor Valley Community College District and Rancho Motor Company to purchase a new 2015 Chevrolet Express 1500 Vehicle for the Technology & Information Resources department. (Item # IN-86, on the Campus Technology Project list). Fiscal Impact: $25,133.20, Fund 71.

5.9 **Agreement – Rancho Motor Company**
Ratification of the agreements between Victor Valley Community College District and Rancho Motor Company to purchase a new 2015 Chevrolet 1500 Vehicle for the Media Services department. (Item # IN-85, on the Campus Technology Project list). Fiscal Impact: $26,246.40, Fund 71.

5.10 **Agreement Renewal– Dell, Inc.**
Ratification of the renewal agreement between Victor Valley Community College District and Dell, Inc. to purchase a six month Impulse Point SafeConnect maintenance agreement, term date 12/1/14-6/30/15. Fiscal Impact: $6,812.07, budgeted item.

5.11 **License Renewal– Chariot Software Group**

5.12 **Clinical Facility Use Contract – Radiant Primary Care**
Ratification of the agreement between Victor Valley Community College District and Radiant Primary Care to provide clinical learning facilities for the Health Sciences program. Fiscal Impact: None

5.13 **Contract – Excelsior High School**
Ratification of the contract between Victor Valley Community College District and Excelsior High School to deliver a six-hour Fire Science survey class for their high school students. Fiscal Impact: $1,500.00 projected income to the District.

5.14 **Independent Contractor Agreement – Nicole Aragon dba Aragon, LLC**
Ratification of the Independent Contractor Agreement between Victor Valley Community College District and Nicole Aragon dba Aragon, LLC to provide technical grant support services. The service period for this agreement is February 11, 2015 through June 30, 2015. Fiscal Impact: Not to exceed $15,000.00, budgeted item, AB 86 Adult Education State Planning Grant

5.15 **Agreement – Azusa Pacific University’s School of Nursing**
Approval of the agreement between Victor Valley Community College District and Azusa Pacific University's School of Nursing to provide an Associate Degree (A.D.N.) to Bachelor's Science Nursing (BSN) Bridge Program to eligible Victor Valley College students. This agreement is in force for five years beginning March 1, 2015 through February 28, 2020. Fiscal Impact: None

5.16 **Subscription Agreement – Lexipol, LLC**
Ratification of the agreement between Victor Valley Community College District and Lexipol, LLC to provide customized police manual updates and development that meet regulatory law enforcement policy requirements. The agreement provides officers with continual access to legal updates. Fiscal Impact: $2,450.00, budgeted item.
5.17 MOU with University Enterprise Corp (CSUSB)  
Ratification of the MOU between Victor Valley Community College District and University Enterprise Corp (CSUSB) to provide access for Victor Valley College students to paid internships through the University Enterprise CORP (CSUSB) NSF-CREST grant. The term of this agreement is December 1, 2014 through January 31, 2019. Fiscal Impact: $6,000.00 to the District.

5.18 Resolution #15-03 Lease-Leaseback Project Delivery  
Adoption of Resolution #15-03 authorizing implementation of the Lease/Leaseback project delivery method for the Vocational Complex Expansion and Renovation project at the Main Campus of Victor Valley Community College. Fiscal Impact: None

5.19 Resolution #15-06 Lease-Leaseback Project Delivery Method  
Adoption of Resolution #15-06 authorizing implementation of the Approval of the Lease/Leaseback project delivery method for the Vocational Complex Expansion and Renovation project at the Main Campus of Victor Valley Community College. Fiscal Impact: None

5.20 Out-of-State Travel – Student Travel  
Ratification of the Associated Student Body representatives to travel to Washington, D.C. to attend the American Student Association of Community Colleges (A.S.A.C.C.) from March 13, 2015 through March 18, 2015. Students participating in the field trip are enrolled at Victor Valley Community College. Students will be accompanied by ASB Advisor, Robert Sewell. Fiscal Impact: None to the District. Associated Student Body funds not to exceed $17,600.00.

5.21 Non-Classified Employees  
Ratification of the appointments as listed. Fiscal Impact: Budgeted

ACTION AGENDA

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

6.2 Second Read – Board Policy 2515 – Use and Distribution of the Guaranteed Investment Fund (GIC)  
Approval of the proposed Board Policy #2515 - Use and Distribution of the Guaranteed Investment Fund (GIC) with the recommended revisions recommended from the January 13, 2015 Board of Trustees meeting incorporated. Fiscal Impact: None

6.3 Nominate VVCCD Board of Trustees Member for the CCCT Board

Approval to nominate a member of the Board of Trustees for the CCCT Board election. Fiscal Impact: None

YES____ NO____
6.4 **Board Resolution #15-05 – Women’s History Month**
Adoption of Resolution #15-05 proclaiming February Women's History Month.
Fiscal Impact: None.

**YES NO**

10. **ADMINISTRATIVE SERVICES**

10.1 **2013 Student Success Scorecard**
Review and discuss the Student Success Scorecard for 2013 and adopt its contribution to the segment wide annual report. Fiscal Impact: None

**YES NO**

10.2 **Amend Contract Amendment 01 – CSPP-4405 and Resolution #15-04**
Amend the California Department of Education Child Care Contract CSPP-4405 for 2014-15 and adopt the resolution certifying the approval of the Governing Board to enter in this transaction with the California Department of Education. Fiscal Impact: $123,015.00, Maximum Reimbursable amount increased by $6,899.00.

**YES NO**

10.3 **Agreement – Vector Resources, Inc.**
Ratification of the agreement between Victor Valley Community College District and Vector Resources, Inc. to provide the installation (hardware, software, licensing, and labor) of the Immersive Conference Classrooms and associated equipment at 31 locations throughout San Bernardino, Los Angeles, and Kern Counties to meet the CCPT Grant requirements. (Item #IN-88, on the Campus technology Project list) Fiscal Impact: $2,963,603.65, Grant Funded.

**YES NO**

11. **HUMAN RESOURCES**

11.1 **VVCFA/CTA Retirement Incentive MOU**
Approval of the Memorandum of Understanding concerning a retirement incentive for FY 2014/15 and 2015/16 for faculty. Fiscal Impact: Savings dependent on number of participants.

**YES NO**

11.2 **Renewal of Administrator Contract – Director of Special Grant Programs – California Career Pathways Trust (CCPT) Grant – Lawrence Vondrake Fitz**
Approval of the renewal of the Administrator Contract, Director of Special Grant Programs – California Career Pathways Trust (CCPT) Grant – Lawrence Vondrake Fitz, for the period commencing July 1, 2015 and ending June 30, 2016. Fiscal Impact: Budgeted

**YES NO**

11.3 **Academic Tenure Contract Recommendation – Sandra Cegielski, Respiratory Therapy**
Approval to not renew Sandra Cegielski, Respiratory Therapy due to resignation effective June 13, 2015. Fiscal Impact: None

**YES NO**

11.4 **Academic Second-Year Contract Recommendation – Christopher Oshita, Aviation Technology and Naveen Jalota, Biology**
Approval to enter into a contract with Christopher Oshita, Aviation Technology and Naveen Jalota, Biology for the 2015-2016 academic year. Fiscal Impact: Budgeted item.

**YES NO**
12. 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)

13. BOARD COMMUNICATION

At this time, the Board of Trustees will report on the following directly related to their functions as Board members:

- matters related to attendance at conferences
- professional affiliations
- community involvement

14. ADJOURNMENT

It is the intention of Victor Valley Community College District to comply with the Americans with Disabilities Act in all respects. Any person with a disability may request that this agenda be made available in an appropriate alternative format. A request for a disability-related modification or accommodation may be made by a person with a disability who requires a modification or accommodation in order to participate in the public meeting to 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.
Date: January 13, 2015

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

REGULAR MEETING AGENDA ~ Board Room

1. CALL TO ORDER
   The Board of Trustees of Victor Valley Community College District met in Open Session on January 13, 2015 in the Board Room. Board President Brady called the meeting to order at 5 p.m.

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

   Absent: Student Trustee Amanda Monroy
   Student Trustee Amanda Monroy arrived at 5:25 p.m.

   INVOCATION: Pastor Randy Howard

   PLEDGE OF ALLEGIANCE
   Ginger Ontiveros led the Pledge of Allegiance to the Flag.

   ANNOUNCEMENT OF ITEMS DELETED OR CORRECTED FROM THE AGENDA:
   agenda item 10.4 back-up correction

CLOSED SESSION ~ West Wing Conference Room

ANNOUNCEMENT OF CLOSED SESSION ITEMS:

2. CLOSED SESSION

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

BOARD OF TRUSTEES: Dennis Henderson, Joseph W. Brady, John Pinkerton, Brandon Wood, Marianne Tortorici, ASB Member
3.1 PUBLIC COMMENTS RELATED TO CLOSED SESSION ITEMS:

At 5:05 p.m. Board President Brady recessed to closed session.

REGULAR MEETING AGENDA
Board Room

3 OPEN SESSION
3.1 Closed Session Report
At 6:05 p.m. Board President Brady reconvened the meeting and announced that there was nothing to report from Closed Session.

4. SUPERINTENDENT/PRESIDENT’S REPORT
Gwen Bedics, President High Desert Opportunity and Dave Hollman, Department Chair, Business presented $200 scholarships to the following students that went “above and beyond” to be used for educational supplies and fees:

Tabitha Brown
Christopher Hernandez
Kanasha Latimer
Patrick Madison
Robyn Stewart

On behalf of the Board members President Brady presented Vice President GH Javaheripour with a plaque recognizing and thanking him for his tireless work and wishing him well on his new position at Yuba City.

Dr. Wagner presented Vice President GH Javaheripour a book entitled “Big Man on Campus” with special words of encouragement.

- Academic Senate – On behalf of Jessica Gibbs and Claude Oliver, Tracy Davis reported provided a brief report from the Academic Senate. Agenda items 6.2 and 6.3 should be scrutinized and brought back factually corrected. Agenda item 6.3 is problematic for several reasons and should be corrected.

- Foundation – Mr. Brown announced that the Foundation is looking forward to bringing more prosperity to 2015. He offered his condolence to Mary Pringle and family and pointed out that a scholarship fund has been established in Willie’s name. He congratulated Vice President Javaheripour new job and thanked him for his partnership with the Foundation. The Foundation has secured renewals from annual sponsors with 80% of the partners already renewed. The Alumni Hall of Fame Inductee will be United States Congressman Jeff Denham.

It was MSC (Wood/Tortorici) to move agenda items 10.4, 10.1 and 10.2 to the beginning of the meeting
4.1 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.

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

5. CONSENT AGENDA

Public Comment: Justin Gatewood 5.2

It was MSC (Wood/Tortorici, 5-0) to approve the consent items in one motion with agenda item 5.30 pulled by Trustee Henderson for separate discussion.

5.1 Approval of the minutes of the December 9, 2014 regular Board meeting.

5.2 Non-Classified Employees
Ratification of the appointments as listed. Fiscal Impact: Budgeted

5.3 Independent Contractor Agreement – Notary Public Seminars
Ratification of the Independent Contractor Agreement between Victor Valley Community College District and Notary Public Seminars to provide notary certification and renewing notary certification classes being offered through Contract Education/Community Ed. The period of this agreement is January 5, 2015 through June 30, 2015. Fiscal Impact: Potential revenue to the District estimated to be $5,000.00.

5.4 Independent Contractor Agreement – Terrance Kurtz
Ratification of the Independent Contractor Agreement between Victor Valley Community College District and Terrance Kurtz for the filming of various sporting events to be posted on the web, etc. The period of this agreement is from September 1, 2014 through May 30, 2015. Fiscal Impact: Not to exceed $1,200.00, budgeted item.

5.5 Independent Contractor Agreement – Cannataro’s
Ratification of the Independent Contractor Agreement between Victor Valley Community College District and Cannataro’s to provide catering services for the regional Small Business Forum held December 9, 2014 at Chaffey College. Fiscal Impact: Not to exceed $1176.00, grant funded through CCCC0 (DSN Grant), budgeted item.

5.6 Independent Contractor Agreement – Panera Catering
Ratification of the Independent Contractor Agreement between Victor Valley Community College District and Panera Catering to provide catering services for the regional Small Business Forum held December 9, 2014 at Chaffey College. Fiscal Impact: Not to exceed $1110.00, grant funded through CCCC0 (DSN Grant), budgeted item.

5.7 Independent Contractor Agreement – Picazo’s Flower Design
Ratification of the Independent Contractor Agreement between Victor Valley Community College District and Picazo’s Flower Design to provide floral arrangements for the regional Small Business Forum held December 9, 2014 at Chaffey College. Fiscal Impact: Not to exceed $600.00, grant funded through CCCC0 (DSN Grant), budgeted item.
5.8 **Independent Contractor Agreement – Chaffey College**
Ratification of the Independent Contractor Agreement between Victor Valley Community College District and Chaffey College to provide audio visual equipment set-up and service at the regional Small Business Forum held December 9, 2014 at Chaffey College. Fiscal Impact: Not to exceed $479.50, grant funded through CCCC0 (DSN Grant), budgeted item.

5.9 **Independent Contractor Agreement – KIC Consulting, LLC**
Ratification of the Independent Contractor Agreement between Victor Valley Community College District and KIC Consulting, LLC to consult for DSPS compliance. Fiscal Impact: Not to exceed $19,000.00, categorical funding, budgeted item.

5.10 **Amended Agreement – Collegenet, Inc.**
Ratification of the amended agreement between Victor Valley Community College District and Collegenet, Inc. to reflect the system provisioning for the Series 25 software to CollegeNET SaaS modality. This addendum will become effective January 1, 2015. This agreement was previously approved by the Board of Trustees on August 14, 2012. Term: 8/17/12-12/31/16. (Item # IN-83, on the Campus Technology Project list). Fiscal Impact: $19,180.00, Fund 71, the fiscal impact is the increase for the remaining 2 years left on the contract.

5.11 **Board of Trustees Payments Reports**
Approval of the Board of Trustees Payments Reports. Fiscal Impact: None

5.12 **Agreement Renewal– Tax Credit Reporting Service**
Ratification of the renewal agreement between Victor Valley Community College District and TCRS between Xerox Education Services LLC and Victor Valley Community College District. The Internal Revenue Service requires 1098- T reporting for higher education for the Hope Scholarship and Lifetime Learning tax credits as mandated by the Taxpayer Relief Act of 1997. Fiscal Impact: $16,710.19, estimated.

5.13 **Sub-Recipient Agreement – San Bernardino County Superintendent of Schools**
Approval of the Sub Recipient Agreement between Victor Valley Community College San Bernardino County Superintendent of Schools to meet the obligations under the California Career Pathways Trust 2014 Award #14-25239-67921-00. Fiscal Impact: $44,688.00, Grant Funded.

5.14 **Agreements – Off Campus Locations**
Ratification of the agreements between Victor Valley Community College District and the schools listed to provide off-site classroom space for the 2014-2015 academic year. Fiscal Impact: Not to exceed $14,000.00 for the 2014-2015 academic year.

5.15 **Agreement – Merrell Johnson Companies**
Ratification of the renewal agreement between Victor Valley Community College District and Merrell Johnson Companies for a topographic survey and hydrology study needed to move forward with the design of the Vocational Complex Expansion & Renovation project which was Board approved June 14, 2014. Fiscal Impact: $4,919.00, Bond Funded.

5.16 **Equipment Purchase – AVL Systems, Inc.**
Ratification of the agreement between Victor Valley Community College District and AVL Systems, Inc. for the Music Code Compliance and Renovation project. Fiscal Impact: $1,634.00, Bond Funded.
5.17 Agreement – Vector Resources, Inc.
Ratification of the agreement between Victor Valley Community College District and Vector Resources, Inc. to purchase material, maintenance and contracted services to provide network connectivity between Southern California Logistics Airport and Victor Valley College main campus in support of instructional programs. (Item # IN-82, on the Campus Technology Project list). Fiscal Impact: $18,376.42, Fund 71.

5.18 Agreement Addendum – System Maintenance Services, Inc.
Ratification of the agreement addendum between Victor Valley Community College District and System Maintenance Services, Inc. to add additional hardware that supports critical infrastructure and network hardware. Term: 12/1/14-6/30/15. (Item # IN-84, on the Campus Technology Project list). Fiscal Impact: $199.64, budgeted item.

5.19 Agreement – Tricade
Ratification of the agreement between Victor Valley Community College District and Tricade to provide hardware and software support for the EMC Storage. Term: 1/25/15-1/25/16 (Item # IN-81, on the Campus Technology Project list). Fiscal Impact: $34,547.00, budgeted item.

5.20 Contract – H&H Elevator Services
Ratification of the agreement between Victor Valley Community College District and H&H Elevator Services to repair the elevators in the Technology Center building #21 and the Performing Arts Center building #54. Fiscal Impact: $1,075.00, Fund 71.

5.21 Agreement – Pacific Floor Company
Ratification of the agreement between Victor Valley Community College District and Pacific Floor Company to fill, sand, finish and seal the dance floor in the Adaptive P.E. Center building #72. Fiscal Impact: $13,694.00, Fund 71.

5.22 Board of Trustees Budget Transfer Request Report
Approval of the budget transfers as submitted. Fiscal Impact: None.

5.23 Memorandum of Understanding – Cal-PASS Plus
Ratification of the Memorandum of Understanding between Victor Valley Community College District and California Partnership for Achieving Student Success (Cal-PASS Plus) to participate in the data sharing program. Fiscal Impact: None

5.24 Agreement – Ferrilli Information Group
Ratification of the agreement between Victor Valley Community College District and Ferrilli Information Group for the 2015-2016 annual setup of the Financial Aid Department’s modules on Colleague. Fiscal Impact: $15,000, plus reasonable travel expenses, BFAP funded.

5.25 Independent Contractor Agreement – Maria Elena Huizar
Ratification of the Independent Contractor Agreement between Victor Valley Community College District and Maria Elena Huizar to provide parenting workshops and Saturday academy sessions to GEAR UP program schools. Fiscal Impact: Not to exceed $5,000.00, grant funded.

5.26 Curriculum Changes
Approval of the curriculum changes made on December 11, 2014 that have been recommended by the College Curriculum Committee. Fiscal Impact: None

5.27 Agreement – Vector Resources, Inc.
Ratification of the agreement between Victor Valley Community College District and Vector Resources, Inc. to create life like scenarios for instructional training use by Administration of Justice department. Fiscal Impact: $2,772.46, budgeted item.
5.28 **Independent Contractor Agreement – Nora and Herb Tannert dba The Grind Coffee House**
Ratification of the Independent Contractor Agreement between Victor Valley Community College District and Nora and Herb Tannert dba The Grind Coffee House to provide catering services for the English Department. The period of this agreement is December 5, 2014. Fiscal Impact: Not to exceed $420.00, BSI Grant Funded, budgeted item.

5.29 **Change Order – Webb Brothers Construction**
Ratification of the change orders with Webb Brothers Construction to complete and close out the Music Modernization project with the Division of State Architects office. Fiscal Impact: $38,000.00, Bond Funded.

5.30 **PULLED FOR SEPARATE DISCUSSION (See agenda item 6.1)**
**Agreement – Liebert Cassidy Whitmore**
It was MSC (Henderson/Wood, 4-1, Henderson, No) to ratify the agreement between Victor Valley Community College District and Liebert Cassidy Whitmore to provide legal services pertaining to employment relations matters and school law matters, including representation in negotiations and in administrative and court proceedings.
Fiscal Impact: $10,000.00, budgeted item.

**ACTION AGENDA**

6. **BOARD OF TRUSTEES**

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

5.30 **PULLED FOR SEPARATE DISCUSSION (See agenda item 6.1)**
**Agreement – Liebert Cassidy Whitmore**
It was MSC (Henderson/Wood, 4-1, Henderson, No) to ratify the agreement between Victor Valley Community College District and Liebert Cassidy Whitmore to provide legal services pertaining to employment relations matters and school law matters, including representation in negotiations and in administrative and court proceedings.
Fiscal Impact: $10,000.00, budgeted item.

6.2 **First Read – Board Policy 2515 – Use and Distribution of the Guaranteed Investment Fund (GIC)**
Review and discuss the proposed Board Policy #2515 - Use and Distribution of the Guaranteed Investment Fund (GIC). Fiscal Impact: None
It was motioned by Trustee Wood and seconded by Trustee Tortorici (5-0) to incorporate the recommended changes presented by Trustee Wood and to return the item for a second reading at the February Board meeting for adoption.
6.3 Public Comment: Lisa Ellis

**Failed Board Resolution #15-01 – Excellence in Trusteeship Program**

It was MSC (Wood/Brady, 3-2 Pinkerton, No, Tortorici, No, Henderson, No, Brady, Yes, Wood, Yes), to approve a resolution #15-01 requiring Board members to have substantially completed the Excellence in Trusteeship Program before serving as an officer on the Board of Trustees. Fiscal Impact: None

It was motioned by Trustee Brady and seconded by Trustee Wood to table the item until next month and ask Dr. Wagner to make any recommendations or input (Henderson, No, Pinkerton, No, Tortorici, No, Brady, Yes, Wood, Yes, 3-2, motion failed).

It was motioned by Trustee Wood and seconded by Trustee Brady to table the item and ask the Academic Senate for a recommendation. (Henderson, No, Pinkerton, No, Tortorici, No, Brady, Yes, Wood, Yes, 3-2, motion failed.

*Trustee Tortorici left at 7:54 p.m.*
*Trustee Tortorici returned at 7:55 p.m.*

**Break: 7:55 p.m.**
**Reconvene 8 p.m.**

6.4 **Board Resolution #15-02 – Black History Month**
It was MSC (Tortorici/Henderson, 5-0) to adopt Resolution #15-02 recognizing February as Black History month. Fiscal Impact: None

8. **INSTRUCTION**
8.1 **Student Fees – Nursing Program**
It was MSC (Tortorici/Henderson, 4-1 Wood, abstain) to approve the student fees for a Comprehensive Assessment and Review Package (CARP) associated with the Nursing Program. Fiscal Impact: None

10. **ADMINISTRATIVE SERVICES**
10.1 **2013-2014 Performance Audit on General Obligation Bonds**
It was MSC (Wood/Henderson, 5-0) to accept the 2013-2014 Performance Audit on General Obligation Bonds. Fiscal Impact: None

10.2 **2013-2014 Financial Audit**
It was MSC (Wood/Henderson, 5-0) to ratify the 2013-2014 Financial Audit report as presented. Fiscal Impact: None.

10.3 **Non-Resident Tuition Fee**
It was MSC (Wood/Henderson, 5-0) to approve the non-resident tuition rate of $200.00 per unit (Statewide basis). This non-resident fee will be effective for the 2015 fall semester. Fiscal Impact: The District collected approximately $518,276.00 annually in non-resident tuition fees.

10.4 **Agreement – Victor Valley Transit Authority**
It was MSC (Wood/Henderson, 5-0) to approve the agreement between Victor Valley Community College District and Victor Valley Transit Authority to provide free VVTA transport to VVC students. Fiscal Impact: Not to exceed $150,000.00, Funded by Student Fees.
12. INFORMATION
12.1 Quarterly Financial Reports
Submitted as an information item.

13. PUBLIC COMMENTS RELATED TO NON-AGENDA ITEMS: Adele McClain

14. BOARD COMMUNICATION

At this time, the Board of Trustees will report on the following directly related to their functions as Board members:

- matters related to attendance at conferences
- professional affiliations
- community involvement

John Pinkerton: announced that he has the wisdom to know that he has spoken enough this evening.

Joseph W. Brady: working on two days in February for servant leadership presentations to the community, Thomas Morales, Chancellor, Cal State San Bernardino will be a guest in March. 4 out of 5 board members were present at the beam signing. Congratulated Trustee Henderson on his new grandchild.

Dennis Henderson: wished everyone a happy New Year, he was recently blessed with his first grandchild, thanked President Wagner for his leadership, wishes a great year and winter session.

Brandon Wood: attended the nursing pinning ceremony, recommended a draft of a formal policy for ways to add things to the agenda.

Marianne Tortorici: expressed her condolences to the Pringle family, Willie is a great loss to the college and community. She congratulated Vice President Javaheripour on his new position. She attended the paramedic and corrections graduations and encouraged her fellow board members, deans and vice presidents to attend these graduations. She participated in the signing the beam of the Allied Health Building.

Amanda Monroy: January 19th 3-5 p.m., High Desert Black Heritage committee invited everyone to celebrate Martin Luther King, January 24th an Evening of Comedy and Magic is scheduled she offered her deepest condolences to family of Willie Davis Pringle with a moment of silence planned at the next ASB meeting, thanked the High Desert Opportunity for the awards presented to the 5 students this evening, congratulated Vice President Javaheripour and wished him the best of success in his future endeavors, ASACC conference will be March 14-17 in Washington DC where they will be discussing issues facing community college students.

15. ADJOURNMENT

It was MSC(Brady/Wood, 5-0) to adjourn the meeting at 8:55 p.m.

Brandon Wood, Clerk

Date Approved
VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM

BOARD CONSENT X 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 Report.

Legal Review: YES ___ NOT APPLICABLE X

Reference for Agenda: YES ___ NO X
Meetings Date: February 10, 2015

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM

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

TOPIC:          AGREEMENT – AMERICA’S XPRESS RENT-A-CAR

SUBMITTED BY:   Lawrence V. Fitz, Special Grant Programs

RECOMMENDED BY: G.H. Javaheripour

APPROVED BY:    Roger W. Wagner

Description/Background:

The District wishes to enter into an agreement with America’s Xpress Rent-A-Car for transportation needs of the department. The California Department of Education awarded Victor Valley Community College District nearly $15 million to implement a 4 year grant project in partnership with 5 community colleges, 20 high schools, and 4 charter schools throughout a region stretching from San Bernardino to Barstow and Lucerne Valley to Lancaster. As the Lead Agency and Fiscal Agent for this grant project, the District has entered into sub-recipient agreements with the partners to carry out RAMP UP Program objectives within their schools based on the requirements of the California Career Pathways Trust 2014 Award #14-25239-87921-00.

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

Need:

A rental car is needed for transportation to K-12 and Community College partners to assess and input immersive technology classrooms, site visits, and meetings with industry representatives per Sub-Recipient Agreement commitment.

Fiscal Impact:

Not to exceed $550.00 per month + tax – Budgeted Item, Grant Funded

Recommended Action:

This item has been approved by the Superintendent/President, and it is recommended that the Board of Trustees ratify the contract with America’s XPRESS Rent-a-Car in an amount not to exceed $550.00 per month + tax.

Legal Review:  ___ 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: EQUIPMENT PURCHASE – HENRY SCHEIN

SUBMITTED BY: Steve Garcia, Facilities Construction

RECOMMENDED BY: G.H. Javaheripour

APPROVED BY: Roger W. Wagner

Description/Background:

The District wishes to purchase two (2) Electric Muscle Stimulator (EMS) machines for the Main Campus training room from Henry Schein Co.

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

Need:

The current EMS/ultrasound combination units used for the therapy of athletic injuries are no longer serviceable and must be replaced. This equipment is critical in the treatment of our student athletes.

Fiscal Impact:

Estimated cost: $7,739.19 – Fund 71

Recommended Action:

This item has been approved by the Superintendent/President, and it is recommended that the Board of Trustees ratify the equipment purchase with Henry Schein in the amount of $7,739.19.

Legal Review: YES ___ NOT APPLICABLE _X_

Reference for Agenda: YES ___ NO _X_
AGREEMENT – C-BELOW SUBSURFACE IMAGING

Steve Garcia, Facilities Construction

G.H. Javaheripour

Roger W. Wagner

The District wishes to enter into an agreement with C-Below Subsurface Imaging to perform underground utility identification and mapping needed to move forward with the design of the Vocational Complex Expansion & Renovation project which was Board approved June 14, 2011.

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

Subsurface investigation to identify underground utilities is a necessary preventive measure in the construction process for the Vocational Complex Expansion & Renovation project. The results of this survey are used in the design of the construction documents, helping to avoid any utility damage and contract change orders.

Estimated cost: $6,690.00 - Bond Funded

This item has been approved by the Superintendent/President, and it is recommended that the Board of Trustees ratify the agreement with C-Below Subsurface Imaging to perform underground utility identification and mapping needed to move forward with the construction of the Vocational Complex Expansion & Renovation project in the estimated amount of $6,690.00.

Legal Review: YES ___ NOT APPLICABLE X

Reference for Agenda: YES ___ NO X
Meeting Date: February 10, 2015

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT - BOARD OF TRUSTEES
AGENDA ITEM

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**TOPIC:**
EQUIPMENT PURCHASE – WESTERN STATE DESIGN, INC.

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

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

**APPROVED BY:**
Roger W. Wagner

Description/Background:

The District wishes to purchase two (2) each industrial washer extractor and gas dryer machines for the Main Campus training room from Western State Design, Inc.

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

Need:

The current washer extractors and gas dryers used in the training room are over 20 years old and are no longer serviceable. They are at end of life expectancy with replacement parts very difficult to locate. These machines are used for the care and cleaning of all athletic uniforms.

Fiscal Impact:

Estimated cost: $37,363.16 – Fund 71

Recommended Action:

This item has been approved by the Superintendent/President, and it is recommended that the Board of Trustees ratify the equipment purchase with Western State Design, Inc. in the amount of $37,363.00.

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: AGREEMENT - VECTOR RESOURCES, 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 Vector Resources, Inc. to repair classroom instructional equipment and switcher. (Item # I-24, on the Campus Technology Project list).

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

Need:

This is needed to restore functionality to classroom equipment used for instruction.

Fiscal Impact:

$480.00 – 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 Vector Resources, Inc. in the amount of $480.00.

Legal Review:  YES ___ NOT APPLICABLE ___

Reference for Agenda:  YES ___ NO ___
AGREEMENT – RANCHO MOTOR COMPANY

The District wishes to enter into an agreement with Rancho Motor Company to purchase a new 2015 Chevrolet Express 1500 vehicle for the Technology & Information Resources department. (Item # IN-86, on the Campus Technology projects list).

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

This vehicle is needed to provide technical service support to the Main Campus, the Regional Public Safety Training Center and surrounding off-campus locations such as Hesperia High School and Southern California Logistics Airport. This purchase replaces an older vehicle that is no longer serviceable.

Fiscal Impact:

$25,133.20 – Fund 71

Recommended Action:

This item has been approved by the Superintendent/President, and it is recommended that the Board of Trustees ratify the agreement with Rancho Motor Company in the amount of $25,133.20.
VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM

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

TOPIC: AGREEMENT – RANCHO MOTOR COMPANY

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 Rancho Motor Company to purchase a new 2015 Chevrolet Express 1500 vehicle for the Media Services department. (Item # IN-85, on the Campus Technology projects list).

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

Need:

This vehicle is needed to provide instructional media support to the Main Campus, the Regional Public Safety Training Center and surrounding off-campus locations such as Hesperia High School and Southern California Logistics Airport. This purchase replaces an older vehicle that is no longer serviceable.

Fiscal Impact:

$26,246.40 – Fund 71

Recommended Action:

This item has been approved by the Superintendent/President, and it is recommended that the Board of Trustees ratify the agreement with Rancho Motor Company in the amount of $26,246.40.

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 RENEWAL – DELL, INC. (IMPULSE POINT)

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 DELL, Inc. to purchase a six month Impulse Point SafeConnect maintenance agreement, term date 12/1/14 – 6/30/15. This controls connection to the Network by verifying user access while monitoring without interruption. This will enable students, faculty, and staff to safely connect to the campus wireless network.

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

Need:

This maintenance is required to provide the necessary network security for users of the campus wireless network. The Safe Connect system provides uninterrupted network security while allowing ease of access to users on the wireless network.

Fiscal Impact:

$6,812.07 – 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 DELL, Inc. in the amount of $6,812.07.

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: LICENSE RENEWAL – CHARIOT SOFTWARE GROUP

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 the license agreement between Victor Valley Community College District and Chariot Software Group providing Webgrade internet services for the management of student grades for Victor Valley College instructors. The period of this license is February 28, 2015 through February 27, 2016.

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

Need:

The license provides Webgrade Internet services for the management of student grades for instructors at Victor Valley Community College District.

Fiscal Impact:

Budgeted item - $1,245

Recommended Action:

It is recommended by the Superintendent/President that the Board of Trustees ratify the license agreement renewal between Victor Valley Community College District and Chariot Software Group providing Webgrade internet services for the management of student grades for Victor Valley College instructors. The period of this license is February 28, 2015 through February 27, 2016.

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: CLINICAL FACILITY USE CONTRACT – RADIANT PRIMARY CARE

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 Radiant Primary Care to provide clinical learning facilities for the Health Science programs. The agreement shall be effective for a one (1) year term, commencing September 1, 2014 and terminating one (1) year later at which time the Agreement shall automatically renew for successive one year term thereafter.

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 the Board of Trustees ratify an agreement between Victor Valley Community College District and Radiant Primary Care to provide clinical learning facilities for the Health Science programs. The agreement shall be effective for a one (1) year term, commencing September 1, 2014 and terminating one (1) year later at which time the Agreement shall automatically renew for successive one year term thereafter.

Legal Review: YES ___ NOT APPLICABLE ___

Reference for Agenda: YES ___NO X___
VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM

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

TOPIC: CONTRACT: EXCELSIOR FIRE SCIENCE SURVEY CLASS

SUBMITTED BY: James Johnson, Contract & Community Education Manager

RECOMMENDED BY: Peter Maphumulo

APPROVED BY: Roger W. Wagner

Description/Background:

Officials of Excelsior High School approached the Contract Education Department requesting delivery of a six-hour Fire Science survey class for their high school students. VVC Instructors will teach this public safety class on the Excelsior High School campus to prepare students for a career in Fire Science.

Need:

Excelsior High School is one of many feeder schools in the Victor Valley. Offering on-campus college classes benefits the college as well as the students.

Fiscal Impact:

$1,500 projected income to the District.

Recommended Action:

It is recommended by the Superintendent/President that the Board of Trustees ratify the Excelsior contract requesting delivery of a six-hour Fire Science survey class for their high school students.

Legal Review:  YES  _X_ NOT APPLICABLE ___

Reference for Agenda:  YES  _NO X_
VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM

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

TOPIC:            INDEPENDENT CONTRACTOR AGREEMENT: NICOLE ARAGON DBA ARAGON LLC

SUBMITTED BY:     Patricia Bejarano-Vera, AB86 Adult Education VVCD Planning Grant

RECOMMENDED BY:   Peter Maphumulo

APPROVED BY:      Roger W. Wagner

Description/Background:

The district wishes to ratify an Independent Contractor Agreement between Victor Valley Community College District and Nicole Aragon DBA Aragon, LLC to provide technical grant support services. The service period for this agreement is February 11, 2015 through June 30, 2015.

A copy of the original contract for the individual listed above is available for review in the Superintendent/President’s Office.

Need:

The above agreement is necessary so that the above listed individual will provide technical grant support services to the AB86 Adult Education Victor Valley College District (VVCD) Regional Planning Consortium for submittal of the final AB86 Adult Education VVCD Regional Comprehensive Plan to the California Community College Chancellor’s Office/AB86 Adult Education.

Fiscal Impact:

Budgeted. Not to Exceed $15,000 - AB86 Adult Education State Planning Grant

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 Nicole Aragon DBA Aragon, LLC to provide technical grant support services. The service period for this agreement is February 11, 2015 through June 30, 2015.

Legal Review:  YES ___ NOT APPLICABLE X

Reference for Agenda:  YES ___NO X
AGREEMENT – AZUSA PACIFIC UNIVERSITY’S SCHOOL OF NURSING

Pat Luther, Dean, Health Sciences, Public Safety & Industrial Technology

Peter Maphumulo

Roger W. Wagner

The District wishes to approve an agreement between Victor Valley Community College District and Azusa Pacific University’s School of Nursing providing an Associate Degree Nursing (A.D.N) to Bachelor’s Science Nursing (BSN) Bridge Program to eligible Victor Valley College students. This agreement is in force for five years beginning March 1, 2015 through February 28, 2020 and is subject to revision or modification by mutual agreement.

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

To promote nursing leadership development, academic and professional advancement of Victor Valley Community College students.

None.

It is recommended by the Superintendent/President that the Board of Trustees approve the agreement between Victor Valley Community College District and Azusa Pacific University’s School of Nursing providing an Associate Degree Nursing (A.D.N) to Bachelor’s Science Nursing (BSN) Bridge Program to eligible Victor Valley College students. This agreement is in force for five years beginning March 1, 2015 through February 28, 2020 and is subject to revision or modification by mutual agreement.

YES X__ NOT APPLICABLE__

YES__ NO X__
TOPIC: SUBSCRIPTION AGREEMENT – LEXIPOL, LLC.

SUBMITTED BY: Leonard Knight, Chief of Police

RECOMMENDED BY: Leonard Knight

APPROVED BY: Roger W. Wagner, President

Description/Background:

The district wishes to renew the subscription agreement with Lexipol, LLC to provide customized police manual updates and development that meet regulatory law enforcement policy requirements. The agreement provides officers with continual access to legal updates.

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

Need: This subscription agreement is needed to maintain policies in the Police Department which meet the regulatory requirements.

Fiscal Impact: $2,450.00, budgeted item.

Recommended Action: It is recommended that the Board approve the agreement with Lexipol, LLC in the amount of $2,450.00 for the period of 7/1/2015 through 6/30/2016.

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: RATIFICATION OF MOU WITH UNIVERSITY ENTERPRISE CORP (CSUSB) FOR IMPLEMENTATION OF NSF-CREST GRANT

SUBMITTED BY: Ginger Ontiveros, Executive Director Foundation

RECOMMENDED BY: Peter Maphumulo

APPROVED BY: Roger W. Wagner

Description/Background:

Victor Valley College was named as a participated in a grant awarded to Cal State San Bernardino’s University Enterprise Corp by the National Science Foundation. This CREST grant is designed to give under-represented students exposure to research opportunities in physical sciences. Specifically, it will provide paid internships to Victor Valley College students in chemistry and physics. The internships are designed to provide community college students with research experience. While these internships will be conducted on the Victor Valley College campus and under the supervision of Victor Valley College faculty, all stipends and salaries will be paid directly by UEC. This MOU defines roles and responsibilities within this grant partnership.

Need:

The MOU is required to provide access for Victor Valley College students to paid research internships through the University Enterprise Corp (CSUSB) NSF-CREST grant.

Fiscal Impact: $6,000 to the District

Recommended Action:

It is recommended by the Superintendent/President that the Board of Trustees ratify the MOU between Victor Valley Community College District and the University Enterprise Corporation (CSUSB) for participation in the NSF-CREST grant project.

Legal Review: YES  ____ NOT APPLICABLE  ____

Reference for Agenda: YES  ____ NO  ____
Memorandum of Understanding

This agreement is made and entered into on the ___ day of December ___, 2014 by and between UNIVERSITY ENTERPRISES CORPORATION AT CSUSB (UEC) and VICTOR VALLEY COMMUNITY COLLEGE DISTRICT (VVC) for the purpose of defining services required to support the implementation of the National Science Foundation (NSF) titled project CSUSB Center for Materials Science. (NSF Award # HRD-1345163)

Recitals:

Whereas, California State University San Bernardino’s auxiliary, UEC, applied for and was awarded a grant by NSF titled “CSUSB Center for Materials Science (UEC identifies as S0725 FF20985 CREST), and

Whereas, Victor Valley College (VVC) was a collaborator in the grant application, and

Whereas, UEC and VVC both desire that VVC will participate in the grant identified above, and

Whereas, the project not only designed to benefit students of VVC, but to further enhance formal collaborative materials science research and education relationships between VVC and California State University San Bernardino

Therefore all parties agree:

1. ROLES:

   A. UEC is the recipient and lead agency in the CSUSB Center for Materials Science grant (PROJECT) funded by NSF(NSF Award # HRD-1345163, CFDA 47.076)

   B. VVC is a collaborator providing services in support of the performance of grant objectives under the direction of the UEC. While performing under this agreement, VVC and its officers, employees, agents shall not represent in any way that it or any of its officers/employees/agents are employees of UEC. UEC and its officers/employees/agents shall not represent in any way that it or any of its officers/employees/agents are employees of VVC.

2. RESPONSIBILITIES:

   A. UEC is responsible for:

      i. Providing funding as budgeted to allow VVC to acquire supplies required for the implementation of approved activities within the PROJECT. UEC will issue a Purchase Order against which Victor Valley College may purchase required supplies.

      ii. Handling of the payments to all approved participants, including UEC approved VVC faculty, staff and students participating in PROJECT activities.
B. VVC is responsible for:
  i. Identifying appropriate Victor Valley Community College students to participate in PROJECT activities.
  ii. Providing facilities for the conduct of approved activities within the PROJECT.
  iii. Permitting approved VVC faculty or staff to participate in PROJECT activities as required. All schedules for grant activity should be coordinated in advance to avoid conflict with faculty/staff responsibilities to VVC which shall take priority.

3. TERM:

The term of this agreement shall be for five years beginning on December 1, 2014 and concluding on the earlier of the anticipated end date of the January 31, 2019 or the date of termination by NSF UEC or VVC. Notwithstanding, UEC will be obligated to pay all stipend amounts earned under this agreement through the date of termination.

4. TERMINATION:

Either party may terminate this agreement with thirty (30) days written notice to the other party.

5. INDEMNIFICATION

UEC shall indemnify, defend and hold harmless VVC, the Victor Valley Community College District and their trustees, officers, employees, representatives, volunteers and agents from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with UEC's performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of VVC.

VVC shall indemnify, defend and hold harmless UEC, the State of California, the Trustees of the California State University, the California State University San Bernardino and their officers, employees, representatives, volunteers and agents from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with VVC's performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of UEC/CSUSB.

6. NOTICES

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

UNIVERSITY ENTERPRISES CORPORATION AT CSUSB
Attn: Deborah Burns - Executive Director
5500 University Parkway
San Bernardino, CA 92407

VICTOR VALLEY COLLEGE
Superintendent /President
18422 Bear Valley Rd.
Victorville, CA 92395

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

UNIVERSITY ENTERPRISES CORPORATION AT CSUSB

By: ________________________________

Deborah Burns, Executive Director

Victor Valley Community College District

By: ________________________________

Dr. Roger Wagner, Superintendent / President
RESOLUTION # 15-03 LEASE-LEASEBACK PROJECT DELIVERY METHOD

Steve Garcia, Facilities Construction

G.H. Javaheripour

Roger W. Wagner

The District wishes to ask the Board of Trustees to Adopt a Resolution authorizing implementation of
the Lease/Leaseback project delivery method for the Vocational Complex Expansion and Renovation
project at the Main Campus of Victor Valley Community College according to the steps defined therein
and as authorized under California law, including, without limitation, Education Code Section 81335.

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

On June 14, 2011 the Board of Trustees approved the funding and future construction of the Vocational
Complex Expansion and Renovation. The project is currently in the design phase and needs to identify
and implement the delivery method in which the facility will be constructed. After review of the pros and
cons of several methods, the decision was reached to request approval to proceed with the Lease/
Leaseback delivery method, based on project size, estimated construction cost, and best value to the
District.

Fiscal Impact:

None

Recommended Action:

It is recommended that the Board of Trustees Adopt a Resolution authorizing implementation of the
Lease/Leaseback project delivery method for the Vocational Complex Expansion and Renovation
project at the Main Campus of Victor Valley Community College according to the steps defined therein
and as authorized under California law, including, without limitation, Education Code Section 81335.

Legal Review: YES X NOT APPLICABLE

Reference for Agenda: YES X NO
Resolution authorizing Victor Valley Community College District ("College") to utilize the Lease/Leaseback method of project procurement, according to the steps defined herein and as authorized under California law, including, without limitation, Education Code section 81335.

WHEREAS, the College desires to maximize efficient use of public funds in a manner consistent with all applicable laws to best serve the students within the College; and

WHEREAS, the College is authorized under Bond Measure JJ to provide for the work of public improvement herein described as Vocational Complex Expansion and Renovation ("Project"); and

WHEREAS, the Board of Trustees of the College has determined pursuant to Education Code section 81332 that real property owned by the College is available upon which a building to be used by the College may be constructed and has adopted plans and specifications for such building that have been approved by the Division of the State Architect; and

WHEREAS, the College proposes to enter into a Lease/Leaseback procurement that would involve the leasing by the College of the certain sections of the Vocational Complex as identified in Attachment A to an experienced construction firm for the purpose of its constructing and leasing to the College an expansion and renovation of some areas of the Vocational Education Complex pursuant to the following documents to be developed before entering into a Lease/Leaseback agreement: Site Lease Agreement, Construction Services Agreement and Facilities Lease/Sublease Agreement; and

WHEREAS, after careful and thorough consideration the Board of Trustees has determined that the Lease/Leaseback method of project procurement is in the best interest of the College and will best serve the needs of the student population through efficient and timely construction of college facilities; and

WHEREAS, the College is authorized under Education Code section 81335 to enter into a Lease/Leaseback project procurement that provides for (1) the letting of the aforementioned real property for a minimum of one dollar per year, (2) the lessee to construct, or provide for the construction of, the aforementioned building thereon for the use of the College during the term of such lease, (3) title to such building to vest in the College at the expiration of such term, and (4) such other terms and conditions as the Board of Trustees of the College may determine to be in the best interest of the College; and

WHEREAS, the Board of Trustees of the College has determined that it is in the best interest of the College to conduct the Lease/Leaseback project procurement pursuant
to a competitive process designed to identify the proposer and proposal that represents the best overall value to the College, taking into consideration price and non-price factors; and

WHEREAS, the Board of Trustees, by Resolution No. 15-06 issued contemporaneously herewith, grants authority to file a validation action authorized by and Code of Civil Procedure § 860 to determine the validity of the aforementioned Lease/Leaseback project procurement;

NOW, THEREFORE, the Board of Trustees of the College does hereby resolve as follows:

1. **Determination Regarding Recitals.** All of the above recitals herein contained are true and correct and the Board of Trustees so finds and determines.

2. **Determination.** The College’s Board of Trustees determines that, pursuant to California law and Education Code section 81335, it is appropriate to authorize a Lease/Leaseback project procurement for the construction of the building described herein.

3. **Other Acts.** The Board of Trustees, and other officers of the College are hereby authorized and directed to do any and all things to execute and deliver any and all documents, which, in consultation with staff, they may deem necessary and advisable in order to effectuate the purposes of this Resolution and any such actions previously taken by such officers are hereby approved, ratified, and confirmed. Furthermore, the Board of Trustees or designee is authorized to finalize and execute the agreements attached to this Resolution in substantially the form now existing, subject to such additions thereto or modifications thereto as the Board of Trustees or designee may deem in the best interest of the College.

6. **Effective Date.** The Resolution shall take effect upon adoption of this Resolution by the Board of Trustees.

PASSED AND ADOPTED on February 10, 2015, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

STATE OF CALIFORNIA )

COUNTY OF SAN BERNARDINO )

I, Brandon Wood, Clerk of the Board of Trustees, do hereby certify that the foregoing is a full and correct copy of a resolution duly passed and adopted by said Board at a regularly called and conducted meeting held on said date, February 10, 2015.

______________________________________________________________

Clerk of the Board of Trustees

Stutz Law San Diego/1373/1/RESO/S0217521.DOCX2
RESOLUTION # 15-06 LEASE-LEASEBACK PROJECT DELIVERY METHOD

Steve Garcia, Facilities Construction

G.H. Javaheripour

Roger W. Wagner

The District wishes to ask the Board of Trustees to Adopt a Resolution authorizing the filing pursuant to Code of Civil Procedure §860 of a validation action in the Superior Court of San Bernardino County to confirm the validity of the District's proposed Lease-Leaseback project procurement provided for in Board Resolution No. 15-06 for the Vocational Complex Expansion and Renovation project at the Main Campus of Victor Valley Community College according to the steps defined therein and as authorized under California law, including, without limitation, Education Code Section 81335.

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

On June 14, 2011 the Board of Trustees approved the funding and future construction of the Vocational Complex Expansion and Renovation. The project is currently in the design phase and needs to identify and implement the delivery method in which the facility will be constructed. After review of the pros and cons of several methods, the decision was reached to request approval to proceed with the Lease/Leaseback delivery method, based on project size, estimated construction cost, and best value to the District. Board of Trustees approval is needed to Adopt a Resolution authorizing the filing pursuant to Code of Civil Procedure §860 of a validation action in the Superior Court of San Bernardino County as part of the Lease-Leaseback project procurement process.

It is recommended that the Board of Trustees Adopt a Resolution authorizing the filing pursuant to Code of Civil Procedure §860 of a validation action in the Superior Court of San Bernardino County to confirm the validity of the District’s proposed Lease-Leaseback project procurement provided for in Board Resolution No. 15-06 for the Vocational Complex Expansion and Renovation project at the Main Campus of Victor Valley Community College according to the steps defined therein and as authorized under California law, including, without limitation, Education Code Section 81335.

Legal Review: YES NOT APPLICABLE

Reference for Agenda: YES NO
OUT OF STATE TRAVEL – STUDENT TRAVEL

Robert A. Sewell

Peter W. Maphumulo

Roger Wagner

The District is requesting approval to allow the Associated Student Body representatives to travel to Washington, D.C. to attend the American Student Association of Community Colleges (A.S.A.C.C) from March 13, 2015 through March 18, 2015. Students participating in the field trip are enrolled at Victor Valley Community College. Students will be accompanied by ASB Advisor, Robert Sewell.

Students:

Amanda Monroy  Charity Lindsey  Lama Salama  Eliseo Torres
ITavia Peters   Timothy Tyler   Chantel Picon   Jazmin Gailey
Olivia Warren   Christian Bergman Derek Exum   Daniel Mariano
Esther Ross     Robert Mitchell  Rena Herek

This conference is designed to provide general sessions, keynote speakers, workshops and forums to educate the student participants on the major issues that are critical to community college students.

Fiscal Impact:

None to the District. Associated Student Body funds not to exceed $17,600.00

Recommended Action:

It is recommended by the Superintendent/President that the Board of Trustees ratify the Associated Student Body representatives to travel to Washington, D.C. to attend the American Student Association of Community Colleges (A.S.A.C.C) from March 13, 2015 through March 18, 2015. Students participating in the field trip are enrolled at Victor Valley Community College. Students will be accompanied by ASB Advisor, Robert Sewell.

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: NON-CLASSIFIED EMPLOYEES

SUBMITTED BY: Trinda Best

RECOMMENDED BY: Trinda Best

APPROVED BY: Roger W. 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_X__

Reference for Agenda:  YES_X_NO___
<table>
<thead>
<tr>
<th>NAME</th>
<th>EMPLOYMENT</th>
<th>DATE</th>
<th>POSITION</th>
<th>POSITION</th>
<th>DEPARTMENT</th>
<th>DESCRIPTION OF DUTIES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chavez, Alex</td>
<td>02/17/15-06/13/15</td>
<td>2/10/2015</td>
<td>Short-Term Worker</td>
<td>Life Drawing Model</td>
<td>Art/Photo</td>
<td>Life drawing model Assist the job placement specialist in planning organizing activities related to the students employment</td>
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<tr>
<td>Downing, Tracey</td>
<td>02/11/16-06/30/15</td>
<td>2/10/2015</td>
<td>Short-Term Worker</td>
<td>Office Worker</td>
<td>Student Employment</td>
<td>Assist w/cashiering, refunds, exchanges, customer service, stocking merchandise and assist w/displays</td>
</tr>
<tr>
<td>Eagan, Tanaya</td>
<td>02/11/15-03/07/15</td>
<td>2/10/2015</td>
<td>Short-Term Worker</td>
<td>Bookstore Stocker</td>
<td>Bookstore</td>
<td>Additional training and organization of Men's soccer team</td>
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<td>Esparza, Christian</td>
<td>10/06/14-10/17/14</td>
<td>2/10/2015</td>
<td>Short-Term Worker-Ratify</td>
<td>Asst. Coach-M. Soccer</td>
<td>Athletics</td>
<td></td>
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# SHORT-TERM WORKERS BOT APPROVAL LIST

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<th>Excel - NonClassified Log.xls</th>
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<td>NON-CLASSIFIED EMPLOYEES</td>
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<tr>
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<th>EMPLOYMENT</th>
<th>DATE</th>
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<th>POSITION</th>
<th>DEPARTMENT</th>
<th>DESCRIPTION OF DUTIES</th>
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<tr>
<td>Lopez, April</td>
<td>Short-Term Worker</td>
<td>2/10/2015</td>
<td>Events Worker</td>
<td>UB</td>
<td></td>
<td>To assist with program weekly tutoring sessions, monthly Saturday Academies and other events to meet grant objectives</td>
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<tr>
<td>Lopez, Paola</td>
<td>Short-Term Worker</td>
<td>2/10/2015</td>
<td>Bookstore Stocker</td>
<td>Bookstore</td>
<td></td>
<td>Assist w/cashiering, sales, refunds, exchanges, customer service, stock merchandise, assist w/displays</td>
</tr>
<tr>
<td>McMurray, Kenneth</td>
<td>Short-Term Worker</td>
<td>2/10/2015</td>
<td>Asst. Coach-Baseball</td>
<td>Athletics</td>
<td></td>
<td>Asst. head coach with practice drills; game day; drive team vans; and fundraising</td>
</tr>
<tr>
<td>Muro, Valerie</td>
<td>Short-Term Worker</td>
<td>2/10/2015</td>
<td>Office Worker</td>
<td>Financial Aid</td>
<td></td>
<td>Assist classified staff during</td>
</tr>
<tr>
<td>REQUESTED DATES OF EMPLOYMENT</td>
<td>NAME</td>
<td>TYPE OF POSITION</td>
<td>POSITION</td>
<td>DATE</td>
<td>DEPARTMENT</td>
<td>DESCRIPTION OF DUTIES</td>
</tr>
<tr>
<td>-------------------------------</td>
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</tr>
<tr>
<td>01/15/15-04/17/15</td>
<td>Newman, Christine</td>
<td>Short-Term Worker-Raftry</td>
<td>Asst. Coach-Softball</td>
<td>2/10/2015</td>
<td>Athletics</td>
<td>Assist head softball coach with practice drills, game day, drive vans and fundraising</td>
</tr>
<tr>
<td>02/11/15-03/07/15</td>
<td>Price, Cayce</td>
<td>Short-Term Worker</td>
<td>Bookstore Cashier</td>
<td>2/10/2015</td>
<td>Bookstore</td>
<td>Assist w/ cashiering, sales, customer service, stock and merchandising</td>
</tr>
<tr>
<td>02/17/15-06/13/15</td>
<td>Stone, Amanda</td>
<td>Short-Term Worker</td>
<td>Life Drawing Model</td>
<td>2/10/2015</td>
<td>Art/Photo</td>
<td>Life drawing/model</td>
</tr>
</tbody>
</table>

Approved by

Date

2/10/2015
SECOND READ – BOARD POLICY 2515 – USE and DISTRIBUTION OF THE GUARANTEED INVESTMENT CONTRACT FUND (“GIC”)

Roger W. Wagner, Superintendent/President

Roger W. Wagner

Description/Background:
Proposed Board Policy 2515 – Use and Distribution of the Guaranteed Investment Contract Fund (“GIC”). The First Reading for Board Policy 2515 took place at the March 14, 2014, regular Board of Trustees meeting. The Second Reading took place at the April 8, 2014, regular Board of Trustee meeting. At the April 8, 2014, meeting, by MSC (Brady/Wood, 5-0) the Board returned BP 2515 for the vetting process involving the appropriate channels (Academic Senate and College Council).

The Academic Senate held a first reading of BP 2515 at its April 10, 2014, meeting. The Second reading and approval took place May 1, 2014.

The College Council had a First & Second Reading of BP 2515 at its May 7, 2014 meeting. College Council did not take action on BP 2515, and brought BP 2515 back for further discussion at its May 21, 2014, no action was taken. A First & Second Reading and approval took place January 14, 2015 with the recommended changes that were made at the January 13, 2015 Board of Trustees meeting

Need:
The use and distribution of the GIC fund is within the subject matter jurisdiction of the Board of Trustees. Board Policies are a statement of intent of the Board on this specific issue.

Fiscal Impact: None

Recommended Action: Approval of the the proposed Board Policy # 2515 – Use and Distribution of the Guaranteed Investment Contract Fund (“GIC”).

Legal Review: YES X NOT APPLICABLE____

Reference for Agenda: YES X NO____
Use and Distribution of the Guaranteed Investment Contract Fund ("GIC")

In the interest of flexibility, adherence to BP 6320, and meeting all operating expenses, In accordance with BP 6320, the principal of the Guaranteed Investment Contract Fund "GIC" shall not be used for General Fund Expense Budget items. Principal of the GIC may only be used to cover any General Fund Expense Budget items, by Board approval.

Beginning school year 2019/2020 and for all subsequent years, in the interest of flexibility, adherence to BP 6320, and meeting all operating expenses, In accordance with BP 6320, up to 100% of the interest earned on the Principal in the GIC may be used for General Fund Expense Budget items, or to cover any General Fund Expense deficit. Beginning school year 2019/2020, and for all subsequent years no more than 50% of the interest earned on the GIC may be used for General Fund Expense Budget items, or to cover any General Fund Expense deficit.

This policy shall expire with the termination of the Guaranteed Investment Contract Fund.

(Pursuant to: Title V 58307; 2013 FCMAT Report, p.48, GIC Recommendation 3; and Victor Valley Board Policy 6320).

Board of Trustees 1st Reading 3-14-14; Board of Trustees 2nd Reading 4-8-14 (the Board returned for correct vetting process through Academic Senate and College Council); 1st Reading 1-13-15 (revisions were made); 2nd Reading 2-10-15 (   )

Academic Senate 1st Reading 4-10-14; Academic Senate 2nd Reading 05-01-14; Academic Senate approved 5-1-14

College Council 1st and 2nd Reading 5-7-14 (no action taken); Additional discussion/update 5-21-14 (no action taken); 1st and 2nd Reading 1-14-15 (approved with corrections that were approved at the 1-13-15 Board meeting)
BOARD CONSENT ___ BOARD ACTION ___ BOARD INFORMATION (no action required) ___

TOPIC: VVCCD MEMBER NOMINATION FOR THE CCCT BOARD

SUBMITTED BY: Joseph W. Brady, President, Board of Trustees

RECOMMENDED BY: Roger Wagner, Superintendent/President

APPROVED BY: Roger Wagner

Description/Background:

From January 1 through February 15, 2015, nominations for membership on the California Community College Trustees (CCCT) board will be accepted by the Community College League of California (CCLC) office. The CCCT board meets five times a year and serves a major role within the League. In addition, the CCCT board meets twice a year with the Board of Governors of the California Community Colleges.

Only one trustee per district may serve on the board. Each nominee must be a local community college district trustee, other than the student trustee, and must have consented to be nominated. Election of members of the CCCT board will take place between March 10 and April 25, 2015. Newly elected members of the CCCT board will assume their responsibilities following the May 3, 2015, annual conference.

Fiscal Impact: None

Recommended Action:
It is recommended that the Board discuss and nominate a member of the Board of Trustees for the CCCT board election.

Legal Review: YES ___ NOT APPLICABLE _X_

Reference for Agenda: YES _X_ NO___
Date: December 15, 2014

To: California Community College Trustees
    California Community College Chancellors/Superintendents

From: Kimi Shigetani, Vice President, Community College League of California

Subject: CCCT Board Election - 2015

The California Community College Trustees (CCCT) board serves a major role within the Community College League of California. Meeting five times a year, the twenty-one member board provides leadership and direction to ensure a strong voice for locally elected governing board members.

From January 1 through February 15, nominations for membership on the CCCT board will be accepted in the League office. Nominations are to be made by member district board of trustees; and each district may nominate only members of its board.

Each nominee must be a local community college district trustee, other than the student trustee, and must have consented to be nominated. Only one trustee per district may serve on the board.

An official Biographical Sketch Form and Statement of Candidacy must accompany the Nomination Form mailed to the League office, and please use only these forms. Although not required, it is recommended that nomination materials be sent via certified mail, return receipt requested. Faxed materials will not be accepted due to the quality of transmission.

The election of members of the CCCT board will take place between March 10 and April 25. Each member district board of trustees will have one vote for each open seat on the CCCT board. CCCT board members are elected by the institutional member governing boards for three-year terms. No CCCT board member shall serve more than three (3) terms consecutively. This year nine persons will be elected to the board. Of those nine seats, one will be open due to a board member who has opted to not run for re-election to the CCCT board. A second seat is being vacated by a board member that did not win re-election at the district level in November. That seat will be filled by the trustee that receives the least number of votes among the top nine vote getters. Pursuant to the CCCT Governing Policies, that person will complete the term of the vacated seat, which expires in 2016 and will be eligible to run again in the next regular election cycle.

Election results will be announced at the CCCT annual conference. The newly elected members of the board will assume their responsibilities at the conclusion of the annual conference, May 3, 2015 and the President of the CCCT board will administer the Oath of Office at the June 19-20, 2015 meeting in Sacramento.

If you have any questions about the CCCT board election process, please contact Judy Centlivre (916-444-8641 or jcentlivre@ccleague.org) at the League office.

Attachments: (mailed only to CCC Chancellors/Superintendents)
   Official Nominating Form
   Official Biographical Sketch Form
   Official Statement of Candidacy
   CCCT Board Roster
Must be returned to the League office postmarked no later than February 15, 2015, along with the statement of candidacy and biographic sketch form. Faxed material will not be accepted.

Mail to:
CCCT Board Nominations
Community College League of California
2017 "O" Street
Sacramento, CA 95811

The governing board of the ________________________________ Community College District nominates ________________________________ to be a candidate for the CCCT Board.

This nominee is a member of the ________________________________ Community College District governing board, which is a member in good standing of the Community College League of California. The nominee has been contacted and has given permission to be placed into nomination. Enclosed are the Statement of Candidacy and the CCCT Biographical Sketch Form for our nominee.

________________________________________________________
Signature of Clerk or Secretary of Governing Board
CCCT BOARD
BIOGRAPHIC SKETCH FORM

Must be returned to the League office postmarked no later than February 15, 2015, along with the nomination form and statement of candidacy. Faxed material will not be accepted.

PERSONAL
Name: ____________________________ Date: ____________________________
Address: ____________________________
City: ____________________________ Zip: ____________________________
Phone: ____________________________ (home) ____________________________ (office)
E-Mail: ____________________________

EDUCATION
Certificates/Degrees: ____________________________________________________
______________________________________________________________________

PROFESSIONAL EXPERIENCE
Present Occupation: ______________________________________________________
______________________________________________________________________
Other: ________________________________________________________________
______________________________________________________________________
______________________________________________________________________

COMMUNITY COLLEGE ACTIVITIES
College District Where Board Member: ____________________________
Years of Service on Local Board: ____________________________
Offices and Committee Memberships Held on Local Board: ____________________________
______________________________________________________________________
______________________________________________________________________
______________________________________________________________________
State Activities (CCCT and other organizations boards, committees, workshop presenter; Chancellor’s Committees, etc) ______________________________________________________
______________________________________________________________________
______________________________________________________________________
______________________________________________________________________

Page 1 of 2
National Activities (*ACCT and other organizations, boards, committees, etc.): 

____________________________________________________________________

____________________________________________________________________

____________________________________________________________________

____________________________________________________________________

CIVIC AND COMMUNITY ACTIVITIES

____________________________________________________________________

____________________________________________________________________

____________________________________________________________________

____________________________________________________________________

OTHER

____________________________________________________________________

____________________________________________________________________

____________________________________________________________________
CCCT Board
STATEMENT OF CANDIDACY

Must be returned to the League office postmarked no later than February 15, 2015 along with the nomination form and biographic sketch form. Faxed material will not be accepted.

CANDIDATE'S NAME: ___________________________ DATE: __________________

What do you see as the major issues and activities that should be considered by CCCT and the League in the next two years? (50 words or less; any portion of the statement beyond this limit will not be included.)

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

What do you feel you can contribute in these areas? (50 words or less; any portion of the statement beyond this limit will not be included.)

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
ISABEL BARRERAS  
State Center CCD

SALLY BIGGIN  
Redwoods CCD

STEPHEN BLUM  
Ventura County CCD

LAURA CASAS  
Foothill DeAnza CCD

STEPHAN CASTELLANOS  
San Joaquin Delta CCD

NANCY CHADWICK  
Palomar CCD

JANET CHANIOT  
1st Vice President  
Mendocino-Lake CCD

PAUL GOMEZ  
2nd Vice President  
Chaffey CCD

ADRIENNE GREY  
West Valley-Mission CCD

CY GULASSA  
Peralta CCD

JERRY HART  
Imperial CCD

PAMELA HAYNES  
Los Rios CCD

LOUISE JAFFE  
President  
Santa Monica CCD

BERNARD "BEE JAY" JONES  
Allan Hancock Joint CCD

SUSAN KEITH  
Citrus CCD

JIM MORENO  
Coast CCD

JOANNA NAVARRO  
Compton CCD

MANNY ONTIVEROS  
Immediate Past-President  
North Orange County CCD

DOUGLAS OTTO  
Long Beach CCD

ANN RANSFORD  
Glendale CA

LINDA WAH  
Pasadena CCD

MARCIA ZABLECKIS  
Barstow CCD
BOARD CONSENT    BOARD ACTION  X  BOARD INFORMATION (no action required)

TOPIC:         Board Resolution #15-05

SUBMITTED BY:  Roger W. Wagner

RECOMMENDED BY: Marianne Tortorici

APPROVED BY:    Roger W. Wagner

Description/Background:

Public Law 100-9 establishes February as National Women's History Month.

Need:

As an educational institution we hold broad responsibilities for encouraging our students, faculty, staff, and citizens at large to recognize the accomplishments of women, past and present.

Fiscal Impact:

None

Recommended Action:

It is recommended that the Board of Trustees adopt Resolution NO. 15-05.

Legal Review:  YES  __  NOT APPLICABLE  X  __

Reference for Agenda:  YES  X  NO  __
VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
BOARD OF TRUSTEES
RESOLUTION NO. 15-05

February 10, 2015

WHEREAS, women have been equal partners in the development and history of the United States; and

WHEREAS, with the passage of Public Law 100-9, the month of March was officially established as National Women’s History Month; and

WHEREAS, women’s roles in history and their contributions to world civilization have been overlooked in the past; and

WHEREAS, Victor Valley Community College District, as a public institution of higher learning is dedicated to providing opportunities for all people so that they can reach their highest potential; and

WHEREAS, as an institution serving the community, Victor Valley Community College District is committed to offering public forums of interest to all segments.

NOW, THEREFORE BE IT RESOLVED that the Victor Valley Community College District proclaims February 2015 as Women’s History Month.

Adopted February 10, 2015:

__________________________________________________________
Joseph W. Brady, Board President

__________________________________________________________
Brandon Wood, Board Clerk

Date

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

<table>
<thead>
<tr>
<th>BOARD CONSENT</th>
<th>BOARD ACTION</th>
<th>BOARD INFORMATION (no action required)</th>
</tr>
</thead>
</table>

**TOPIC:** 2013 STUDENT SUCCESS SCORECARD

**SUBMITTED BY:** Virginia Moran, Institutional Effectiveness

**RECOMMENDED BY:** Peter Maphumulo

**APPROVED BY:** Roger W. Wagner

**Description/Background:**

The Student Success Scorecard for Community Colleges is a set of performance indicators required by the Legislature. The California Community College’s System Office produces this report (formerly known as the Accountability Report for Community Colleges or ARCC), each year and disseminates it so that each college will use the information to improve. The System Office will also make the report available to state government policymakers and the public at large. The report’s objectives are to make policymakers, local college officials, and elected boards aware of system and college performance in six specific areas of achievement and to inform the public about overall system performance.

Per the Education Code, Section 84754.5(d):

“As a condition of receiving specified funds in the annual Budget Act, each community college district board of trustees shall annually review and adopt its contribution to the segment wide annual report as part of a regularly scheduled and noticed public meeting at which public comment shall be invited.”

**Need:**

State Mandate

**Fiscal Impact:** N/A

**Recommended Action:**

It is recommended that the Board of Trustees review and discuss the Student Success Scorecard for 2013, adopt its contribution to the segment wide annual report.

**Legal Review:** YES ___ NOT APPLICABLE _X_

**Reference for Agenda:** YES _X_ NO
2013 Victor Valley Community College Student Success Scorecard

Victor Valley Community College, established in 1961, is located 90 miles north of Los Angeles in the High Desert of Southern California. A wide transformation is taking place at the college due to the passage of local bond Measure JJ. The bond has been used to eliminate past debt, upgrade the college's main campus infrastructure, add new facilities and improve old ones, and construct an off-campus site known as the Regional Public Safety Training Center, used to train future firefighters, paramedics, police and correctional officers. The college continues to look for innovative ways to use renewable energy, including the construction of a one-megawatt solar power generating plant, and plans for two solar-powered parking structures in the near future. For 50 years, thousands of High Desert residents have made the journey to Victor Valley College and gone on to become contributing members of society. From their ranks are civic leaders, business people, service industry personnel, medical providers, first responders, and people of all walks of life who are contributors to the health and welfare of our community.

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<tr>
<th>Student Information (2011-12)</th>
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<tr>
<td>GENDER</td>
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<tr>
<td>Female</td>
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<tr>
<td>Male</td>
<td>42.7%</td>
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<tr>
<td>African American</td>
<td>14.5%</td>
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<tr>
<td>American Indian/Alaskan Native</td>
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</tr>
<tr>
<td>Asian</td>
<td>1.7%</td>
</tr>
<tr>
<td>Filipino</td>
<td>1.0%</td>
</tr>
<tr>
<td>Hispanic</td>
<td>39.7%</td>
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<tr>
<td>Pacific Islander</td>
<td>0.3%</td>
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<tr>
<td>White</td>
<td>36.0%</td>
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<tr>
<td>Two or More Races</td>
<td>3.2%</td>
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<th>Other Information (2011-12)</th>
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<tr>
<td>Full-Time Equivalent Students</td>
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<tr>
<td>Credit Sections</td>
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<td>Non-Credit Sections</td>
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<td>Median Credit Section Size</td>
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<td>Percentage of Full-Time Faculty</td>
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</tr>
</tbody>
</table>
## 2013 Victor Valley Community College Student Success Scorecard Metrics

<table>
<thead>
<tr>
<th>Cohort Tracked for Six Years Through 2011-12</th>
<th>Completion</th>
<th>Persistence</th>
<th>30 Units</th>
<th>Remedial</th>
<th>Career Technical Education</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Prepared</td>
<td>Unprepared</td>
<td>Overall</td>
<td>Prepared</td>
<td>Unprepared</td>
</tr>
<tr>
<td>Female</td>
<td>77.2%</td>
<td>37.9%</td>
<td>40.8%</td>
<td>43.0%</td>
<td>61.7%</td>
</tr>
<tr>
<td>Male</td>
<td>65.6%</td>
<td>32.3%</td>
<td>35.3%</td>
<td>47.5%</td>
<td>56.6%</td>
</tr>
<tr>
<td>Under 20 years old</td>
<td>74.8%</td>
<td>36.8%</td>
<td>40.2%</td>
<td>46.6%</td>
<td>60.3%</td>
</tr>
<tr>
<td>20 to 24 years old</td>
<td>50.0%</td>
<td>24.0%</td>
<td>24.8%</td>
<td>0.0%</td>
<td>48.8%</td>
</tr>
<tr>
<td>25 to 49 years old</td>
<td>71.4%</td>
<td>36.1%</td>
<td>37.4%</td>
<td>28.6%</td>
<td>65.0%</td>
</tr>
<tr>
<td>50 or more years old</td>
<td>33.3%</td>
<td>26.3%</td>
<td>27.3%</td>
<td>66.7%</td>
<td>63.2%</td>
</tr>
<tr>
<td>African-American</td>
<td>77.8%</td>
<td>26.6%</td>
<td>29.4%</td>
<td>22.2%</td>
<td>52.6%</td>
</tr>
<tr>
<td>American Indian/Alaskan Native</td>
<td>100.0%</td>
<td>38.5%</td>
<td>42.9%</td>
<td>100.0%</td>
<td>61.5%</td>
</tr>
<tr>
<td>Asian</td>
<td>100.0%</td>
<td>56.3%</td>
<td>65.0%</td>
<td>12.5%</td>
<td>59.4%</td>
</tr>
<tr>
<td>Filipino</td>
<td>87.5%</td>
<td>36.8%</td>
<td>45.7%</td>
<td>37.5%</td>
<td>63.2%</td>
</tr>
<tr>
<td>Hispanic</td>
<td>55.2%</td>
<td>31.2%</td>
<td>32.3%</td>
<td>51.7%</td>
<td>57.9%</td>
</tr>
<tr>
<td>Pacific Islander</td>
<td>NA</td>
<td>33.3%</td>
<td>33.3%</td>
<td>NA</td>
<td>66.7%</td>
</tr>
<tr>
<td>White</td>
<td>70.1%</td>
<td>40.3%</td>
<td>43.3%</td>
<td>45.5%</td>
<td>62.6%</td>
</tr>
</tbody>
</table>
VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM

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

TOPIC: CONTRACT AMENDMENT 01 - CSPP-4405 AND RESOLUTION

SUBMITTED BY: Kelley Johnson, Program Director

RECOMMENDED BY: Peter Maphumulo

APPROVED BY: Roger W. Wagner

Description/Background:

The District desires to amend The California Department of Education Child Care Contract CSPP-4405 for 2014-15 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:

$123,015.00 – Maximum Reimbursable Amount increased by $ 6,899

Recommended Action:

It is recommended by the Superintendent/President that Board of Trustees amend the California Department of Education Child Care Contract CSPP-4405 for 2014-15 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 X ___

Reference for Agenda: YES X NO ___
Amendment 01

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES
Budget Act/Rate Increase

CONTRACTOR'S NAME: VICTOR VALLEY COMMUNITY COLLEGE DISTRICT

This agreement with the State of California dated July 01, 2014 designated as number CSPP-4405 shall be amended in the following particulars but no others:

The Maximum Reimbursable Amount (MRA) payable pursuant to the provisions of this agreement shall be amended by deleting reference to $116,116.00 and inserting $123,015.00 in place thereof.

The Maximum Rate per child day of enrollment payable pursuant to the provisions of the agreement shall be amended by deleting reference to $34.38 and inserting $36.10 in place thereof.

SERVICE REQUIREMENTS

The minimum Child Days of Enrollment (CDE) Requirement shall be amended by deleting reference to 3,377.0 and inserting 3,408.0 in place thereof.

Minimum Days of Operation (MDO) Requirement shall be 180. (No change)
RESOLUTION

This resolution must be adopted in order to certify the approval of the Governing Board to enter into this transaction with the California Department of Education for the purpose of providing child care and development services and to authorize the designated personnel to sign contract documents for Fiscal Year 2014/15.

---

**RESOLUTION**

BE IT RESOLVED that the Governing Board of **Victor Valley Community College District** authorizes entering into local agreement number **CSPP - 4405 Amendment 01** and that the persons who are listed below, are authorized to sign the transaction for the Governing Board.

<table>
<thead>
<tr>
<th>NAME</th>
<th>TITLE</th>
<th>SIGNATURE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dr. Roger Wagner</td>
<td>Superintendent/President</td>
<td></td>
</tr>
<tr>
<td>Dr. Peter Maphumulo</td>
<td>Executive VP of Instruction and</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Student Services</td>
<td></td>
</tr>
<tr>
<td>Karen Hardy</td>
<td>Director of Fiscal Services</td>
<td></td>
</tr>
<tr>
<td>Kelley Johnson</td>
<td>Program Director</td>
<td></td>
</tr>
</tbody>
</table>

PASSED AND ADOPTED THIS 10th day of February, 2015, by the Governing Board of **Victor Valley Community College District** of **San Bernardino** County, California.

I, **Brandon Wood**, Clerk of the Governing Board of **Victor Valley Community College District**, of **San Bernardino**, County, California, certify that the foregoing is a full, true, and correct copy of a resolution adopted by the said Board at a regular meeting thereof held at a regular public place of meeting and the resolution is on file in the office of said Board.

---

(Clerk's signature)  (Date)
VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM

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

TOPIC: ACCEPT PROPOSAL & APPROVE AGREEMENT

SUBMITTED BY: Lawrence V. Fitz, California Career Pathways Trust, RampUp

RECOMMENDED BY: G.H. Javaheripour

APPROVED BY: Roger W. Wagner

Description/Background:

In August 2014, the Board approved the California Career Pathways Trust (CCPT) Grant (RAMP-UP) from the California Department of Education. A Request for Proposal (RFP) process and proposal review from qualified System Integrators/Vendors was conducted. The proposal includes the installation (hardware, software, licensing, and labor) of the Immersive Conference Classrooms and associated equipment at 31 locations throughout San Bernardino, Los Angeles, and Kern Counties to meet the CCPT Grant requirements. (Item # IN-88, on the Campus Technology Projects list).

Vendor/System Integrators that submitted a proposal:

Vendor/System Integrator | Proposal Amount
---|---
Digital networks Group | $5,357,941.23
GST – Golden Star Technology, Inc. | $2,298,317.23
SIGManet Inc. | $4,828,484.67
Solutionz | $3,826,782.18
VectorUSA | $3,704,300.96

The recommended Vendor/System Integrator is Vector USA, and the amount of the proposal is not to exceed $2,963,603.65. An agreement has been developed with the System Integrator/Vendor to provide the services requested by Victor Valley College District. Term date for this agreement will end 6/30/16.

Need:

Board of Trustee approval is needed to begin the project and keep the timeline established in the RFP. We want to have the System Integrator/Vendor work with District staff prior to the implementation start, and allow the procurement of equipment needed to maintain the project timeline. The implementation of the project will be coordinated through the RAMP-UP office, with coordination from the Technology and Information Resources Department.

Fiscal Impact:

Not to Exceed $2,963,603.65 - Grant Funding.

Recommended Action:

It is recommended that the Board of Trustees approve the agreement between Victor Valley College and Vector USA.com in an amount not to exceed $2,963,603.65.

Legal Review: YES ____ NOT APPLICABLE_X____

Reference for Agenda: YES X NO____
Victor Valley Community College District
18422 Bear Valley Rd
Victorville, CA 92392

Project
VVC Ramp up Project AV and VTC
Total Rev3

Prepared For
Victor Valley Community College District
Frank Smith Executive Dean of Technology and Information Resources

Prepared By
VectorUSA
Skyler Pterson RSM, Jesse Flores, SE
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2.0 Codes and Standards
3.0 Audio Visual
4.0 Project Parameters
5.0 Project Parameters
6.0 Project Parameters
   Detailed Pricing
   Terms and Conditions of Contract
   (SignatureRequired)
1.0 Vector USA

1.1 Company Overview

Vector USA. ("Vector") is a leading converged telephony and enterprise network systems integration firm committed to delivering innovation. With over 20 years experience, we are a turnkey systems provider, specializing in the design and implementation of high performance networking solutions. We offer a wide range of services in the areas of structured communications cabling, wireless, surveillance, access control, Voice over Internet Protocol (VoIP), network security, and remote monitoring.

Recognized widely for our engineering capabilities and management excellence, Vector’s team consists of the 4 original partners and over 350 employees, including engineers, technical personnel, business development and customer service agents. Vector is headquartered in Torrance, California, with additional offices in San Diego, Rancho Cucamonga, and Tempe, Arizona.

Vector’s certifications and partnerships allow us to serve as a full-service solution provider. We maintain C7, C10 electrical contractor licenses and a General Contractor “B” license. Our business partners include AMP (one of the largest ND&I contractor in the country), Ascom Wireless, Avaya, Cisco, HP Networking, Hirsch, OnSSI, PCSC, Sony and other world class IT and integration solution vendors.

2.0 Codes and Standards

2.1 Cost and Standards

All work performed on this project will be installed in accordance with IEEE 802.11 installation guidelines, the current edition of the NEC, NESC, Bicsi Telecommunications Distribution Methods Manual (TDMM), BICSII Cabling Installation Manual, and the latest issue of the ANSI/TIA/EIA Standards, along with all state/local codes and ordinances.

Vector is also associated with InfoComm International, the association representing the best practices of professional audiovisual and information communications industries worldwide. Vector's InfoComm certified individuals adhere to the CTS Code of Ethics and Conduct with maintaining their status through continued manufacture education classes. In addition, our audio visual technicians are certified and trained in the following equipment and systems: Polycom, Cisco (Tandberg), Extron EAVA, Extron ECA, Extron XTP-E, Crestron DMC-D, and Crestron DMC-E.
3.0 Audio Visual

3.1 Scope of Work

VectorUSA is pleased to present the following proposal to Victor Valley College, located at Victor Valley, California.

The proposed scope of work (SOW) is based on client information gathered from conversations, Onsite Meeting, Provided Conceptual Drawings, RFP SOW, and our experience with similar types of projects. The Classrooms will be designed to accommodate and provide the requested audio visual equipment needs and video conference solution.

The proposal includes the furnishing of all misc. materials, labor, transportation, tools, permits, fees, utilities and incidentals necessary for the complete installation of all work specified within this document.

Please note that the necessary onsite Audio Visual training will be held after the complete installation of equipment and programming. The training will cover any areas of concern, system functionality and standard use.

Scope of Work

PROJECTOR, SCREEN & DISPLAYS:
The Classroom(s) will be outfitted with (1) One new screen, the screen will be a 16x9 wide format with a diagonal measurement of 106" (52"Hx92"W). The Screen will be accommodated with (1) one new high resolution 1080p projector with a lumen count of 4.5k. The projector will be ceiling mounted below the false ceiling tile at the appropriate position for image fill and size. The Classroom will also be outfitted with a total of two (2) large LCD/LED 1080P 60" wall mounted displays with swing-out arms. The New displays will accompany a near-end, far-end video conferencing image scenario, with the ability to display any content.

MATRIX SWITCHER:
The all-in-one UTP module 16x16 Matrix Switcher will be designed and implemented for the classroom. The Matrix Switcher will also consist of a variety of digital and analog inputs/output which will be able to select any source and/or content to any display(s) connected. The presentation source will consist of eight (8) AV connection points, which will accommodate up to seven (8) HDMI's and one (1) VGA video. All AV Connections will be reviewed with client for correct locations. The Module Matrix Switcher will also have the ability for future expanse if required extra media inputs and/or displays.

SOURCE INPUTS:
1. Document Camera
2. Wireless Content
3. Camera
4. Video Conference unit
5. OFE PC
6. Lectern Connections (1 HDMI & 1 VGA) Via Plate

AUDIO:
Audio sound will be distributed through Eight (8) new 70Volt ceiling mounted speakers and
one (1), one-channel 70Volt audio amplifiers which will be installed for the required audio. Speakers will be installed in the area of concern to maintain sound pressure. Two (2) 3-elements ceiling mounted microphones will be installed and configured to revolve around the classroom configurations to capture near-end vocals. One (1) Lectern Microphone will be provide and installed in a static position for the instructor. One (1) Wireless Microphones will be provide for instructor mobility around the classroom area. One (1) digital audio processing unit will be provided to accommodate the necessary audio connection and AEC that will be required to perform audio needs for quality audio sound.

ASSISTANCE LISTING:
One (1) Infrared hearing assistance listing devices will be installed as required, Five (5) infrared receivers will be provided with the necessary accessories. All audio sound will be programmed and configured to accept all out going room audio simultaneous for the hearing impaired.

VIDEO CONFERENCE:
One (1) Video Conferencing (VTC) will also be part of the audio visual solution. The VTC will be able to hold collaboration meeting and share content with other far-end sites. The VTC system will utilize the projection screen as its main display, along with the new two (2) 60” LCD displays. Two (2) cameras will be installed as requested. The 1st camera will be installed near the projection screen to capture the participants. The 2nd camera will be placed in a presentation position, directed or faced toward the instructor area.

RECORDING PROCESSOR:
One (1) High Performance streaming and recoding processor will be installed to accommodate real-time video capturing and live streaming if required. The MP4 Recording can be saved to the internal 80GB solid state Storage as well on to a Front Panel USB connection to a mobile thumb drive to take home.

AV-BRIDGING:
One (1) USB AV Bridge will be provided to accommodate the ability to integrate soft codecs such as Skype, Cisco Jabber, etc... via USB. This system will utilize the new cameras that will be provided in the system to perform a near-end and far-end. This System will require VVC (or others) to accommodate a dedicated desktop PC to deploy this function.

CONTROL:
System Controls will be an Extron control processor which will be programmed to perform all necessary controls for all related A/V devices. The system will accommodate one (1) 10” Table Top color touch panel, which will be the main universal controller. All programming will be designed to accommodate simple and easy uses of controls. Programming features will include: (e.g., Source switching/routing, Video Conference, Camera Controls, System Power, Volume up/down, Doc Cam, BluRay, Recording device and Display power)

MEDIA LECTERN & EQUIPMENT STORAGE:
An all-new (44”Hx51”Wx25D) Media Lectern with 2 equipment rack bays will consolidate and house all AV equipment (Color TBD). Vector will collaborate with VVC for optional items if needed. Vector will also provide the necessary cooling fans and power conditioner for Lectern.
3.2 Scope of Work
Polycom Multipoint Collaboration Server Bundle:

The Collaboration Server will support multiple simultaneous video conference with the ability to increase video collaboration capacity as needed (up to HD 100 Calls for 1 server). The Server will be configured to handle 10HD calls @720p30, 20SD (Standard Definition) calls and 30SVC (Scalable Video Calls).

The Bundle will also include Polycom Resources Manager Software. The Application monitors, manages and provisions thousands of video devices and provides directory, scheduling and reporting services.

The Real Presence DMA7000 systems solution allows users to connect, regardless of protocol standard, device, network, or location, making communication between employees, partners and customers simple. Administrators can expand and offer new services by leveraging existing communication network investments through the Polycom RealPresence DMA system.

3.3 Existing Items
Vector assumes that others are responsible for all audio/visual Existing items are in working condition and have the necessary connection points to accommodate new functionality of the AV System.

4.0 Project Parameters

4.1 Access
Vector has access to all areas required to perform the proposed scope of work in a timely manner.

4.2 LAN Connection
Vector assumes the Client is responsible for providing the proper (LAN) Local Area Network connection to support the Video Conferencing.

4.3 Change Order
Any work that is added to or deleted from the original scope of this proposal and which alters the original costs or completion date must be agreed upon by both parties in the form of a written change order.
4.4 Electrical
Vector assumes that others are responsible for all audio/visual (A/V) Electrical requirements for all areas of need. The project manager will coordinate with the client/contractor prior to installation with the electrical positioning, location and requirements and for all AV needs.

4.5 Structural Support
Vector assumes that the current Structure is capable of supporting the weight of any of the new devices that will be mounted to the wall or ceiling. If not structurally sound, the VA will be responsible for any additional support necessary.

4.6 Delays
The client must provide five working days' advance notice of any factor that will delay this project or Vector will issue a work stoppage change order. Additionally, idle time incurred by Vector due to the absence of required escorts, clearance, permits, inability to enter the work place, delays by other trades or other factors beyond Vector's control will be addressed with a written change order.

4.7 Work Days/Overtime
This work will be performed during Vector's regular standard business hours of 7:00 a.m. to 5:00 p.m. Pacific Standard Time, Monday through Friday, except holidays. Work outside of regular business hours is available, but requires a written change order.

4.8 Schedule
Vector plans to implement this project in a continuous fashion. If any additional mobilization is required, as a result of a change in the project schedule, not caused by Vector, it will be addressed with a written change order. VectorUSA agrees to comply with schedule listed in the RFP which includes Phase 1 Classrooms which must be Installed, tested and invoiced by 6/30/15. The sites are as follows: Adelanto: 05/28/15; San Bernardino HS 05/28/15; Pacific High School 05/28/15; Indian Springs HS 05/28/15; Excelsior High School 06/12/15; Antelope Valley College 06/05/15 (Spring Semester); Barstow College 05/22/15 (Spring Semester) and Victor Valley Community College (System Bridge and Management Console 6/30/15). VectorUSA will have all remaining classroom installed, tested and invoiced on or before 6/30/16. Please review our project schedule for exact dates and milestones for each site.
4.9 Asbestos/Hazardous Materials
Vector assumes that the installation teams will be working in areas that will not contain asbestos or any other hazardous material that would require additional time or alternative installation procedures.

It is the responsibility of the client to give written notification to Vector, prior to the start of a project, of any asbestos contained material (ACMs) in or around the area of the project. In the event that ACMs are present prior to job commencement or if ACMs are encountered during the project, additional cost, damages and/or delays attributed to necessary procedures for working in this environment will be the responsibility of the client.

4.10 Adequate Room
The client must provide adequate room for the installation of the proposed termination hardwired at the station and in the communications closets.

4.11 Storage Area
The client will provide a secured storage area inside the building for Vector’s materials and tools.

4.12 Office Furniture
Vector will not be responsible for disassembling or moving desks or other office furniture to gain proper access to perform installation tasks.

4.13 Ceiling Tile
Vector exercises care in the removal, storage and reinstallation of existing (used) ceiling tiles; however, Vector accepts no liability for any incidental damages that may result from the handling of ceiling tiles.

4.14 Existing Pathways
The client is responsible for ensuring that the existing conduit/pathway is free and clear from defects. If the conduit/pathway is not free and clear from defects, the client will be responsible for making it free and clear.

Vector can assist with making the existing conduit/pathway free and clear if requested by the client in the form of a written change order.

4.15 Add & Delete
This proposal is not to be used as an "Add & Delete" schedule; it only applies to the work specified in the original RFP. Any additional work requested will be considered as separate work and addressed with a written change order.
4.16 Defective Materials

If there is a delay and/or Vector is unable to perform its scope of work, due to problems with the existing hardware and/or materials provided by the client or other third parties, it will be addressed with a written change order.

4.17 Extraordinary Service

Certain additional charges related to extraordinary levels of support or out-of-pocket costs incurred by Vector, through no fault of its own, will be reimbursable by the client under this agreement.

Examples of costs reimbursable under this section include, but are not limited to 1) shipping expenses related to unusual site handling expenses (e.g. extra distance, no loading dock, extra stairs, extra demurrage charges), 2) storage or special handling expenses incurred if an installation site is not able to accept delivery as scheduled, 3) expenses incurred by Vector to resolve network compatibility issues caused by a client’s election to substitute non-Vector provided equipment or services, and 4) expenses incurred by Vector for additional installation time and/or materials caused by a site not being prepared as called for in this proposal.

Vector shall promptly notify the client in writing of such charges. Notification will be provided, when feasible, prior to the incurrence of such charges, unless circumstances preclude such prior written notification (by way of example, but not limited to, unusual site handling charges). Provided the incurrence of such charges is not due to Vector’s fault or negligence, Vector shall be entitled to an equitable adjustment in the prices herein, the delivery schedule, or both to reflect such charges and any related delay.

4.18 Proprietary Information

The information contained in this document is proprietary to Vector and Intended to be used as evaluative and/or bidding information only. No part of this document may be disclosed, reproduced and/or distributed to anyone except the listed recipients within this package without written permission from Vector.

5.0 Project Parameters

5.1 Prevailing Wage

The proposal contained within is based on Prevailing Wage. All wages are paid based on California Prevailing Wage laws.

6.0 Project Parameters

6.1 Certified Payroll

Please see document titled Statement of Compliance
# DETAILED PRICING

## DISPLAY

<table>
<thead>
<tr>
<th>Mfr</th>
<th>Mfr PN</th>
<th>Quantity</th>
<th>Unit Cost</th>
<th>Material</th>
<th>Labor</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1080p 4500 Lumen Projector</td>
<td>Vivitek</td>
<td>D963HD</td>
<td>31</td>
<td>1,397.00</td>
<td>43,307.00</td>
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<tr>
<td>Tensioned Contour Electrol - 16:9, 106&quot; Daig</td>
<td>Da-Lite</td>
<td>88524LS</td>
<td>31</td>
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<tr>
<td>60&quot; Class AQUOS Q Series LED Smart TV</td>
<td>Sharp</td>
<td>LC-60EQ10U</td>
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<td>22&quot; LED Monitor</td>
<td>Samsung</td>
<td>S22C200B</td>
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Sub-Total: 195,868.66

## DISPLAY MOUNTING

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<tr>
<th>Mfr</th>
<th>Mfr PN</th>
<th>Quantity</th>
<th>Unit Cost</th>
<th>Material</th>
<th>Labor</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Swingout Mount for Flat-Panel Displays</td>
<td>Premier Mounts</td>
<td>AM175</td>
<td>68</td>
<td>200.97</td>
<td>13,665.96</td>
<td>0.00</td>
</tr>
<tr>
<td>Projector Mount/T-bar Adapt/4&quot; NPT/Quick Lock Cable</td>
<td>Premier Mounts</td>
<td>PDS-FTCA4W-QL</td>
<td>31</td>
<td>151.27</td>
<td>4,689.37</td>
<td>0.00</td>
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<tr>
<td>Deep Unistrut Slotted 1 x 5/8</td>
<td>Unistrut</td>
<td>P1000T-10PG</td>
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<td>1.90</td>
<td>1,292.00</td>
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Sub-Total: 19,647.33

## LECTERN

<table>
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<th>Mfr</th>
<th>Mfr PN</th>
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<th>Labor</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>2 -Bay Lectern w/ MonitorArm</td>
<td>Eurodesign</td>
<td>Custom</td>
<td>33</td>
<td>2,686.05</td>
<td>88,639.65</td>
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Sub-Total: 88,639.65

## SOURCE

<table>
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<th>Unit Cost</th>
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<th>Labor</th>
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<tbody>
<tr>
<td>Blu-Ray Player</td>
<td>Sony</td>
<td>BDPS1200</td>
<td>31</td>
<td>82.55</td>
<td>2,559.05</td>
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<tr>
<td>Elmo TT-12i - document camera</td>
<td>Elmo</td>
<td>1341</td>
<td>31</td>
<td>730.38</td>
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<tr>
<td>AV Bridge</td>
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<td>RoboSHOT 12 HD PTZ Camera</td>
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Sub-Total: 204,911.24

## VIDEO CONFERENCING

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Sub-Total: 471,825.27

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Vector Resources, Inc. dba VectorUSA
California State License No. 654046
8647 Ninth Street, Rancho Cucamonga, CA 91730
(909) 931 1022

Page 10 of 13
<table>
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Vector Resources, Inc. dba VectorUSA
California State License No. 654046
8647 Ninth Street, Rancho Cucamonga, CA 91730
(909) 931 1022

Page 11 of 13
Line Conditioner - Automatic voltage regulation with surge protection
Miscellaneous Material & Labor

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Sub-Total

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Sub-Total

Project Sub-Total
Sales Tax
Project Total

Vector Resources, Inc. dba VectorUSA
California State License No. 654046
8647 Ninth Street, Rancho Cucamonga, CA 91730
(909) 931 1022
Page 12 of 13
TERMS AND CONDITIONS OF CONTRACT

TERMS AND CONDITIONS
All work is to be completed in a workmanlike manner according to standard practices. All material is to be as specified. Any alterations or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over the estimate. All agreements contingent upon strikes, accidents or delays beyond our control will be settled in a formal agreement. Owner is responsible to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

PAYMENT REQUIREMENTS
This proposal pricing is only valid for 30 days. Upon acceptance a purchase order is required and due prior to commencement of work. Monthly progress invoices will be generated based on percentage of completion and due Net 30. Balance will be invoiced upon substantial completion and due Net 30.

Victor Valley Community College District
18422 Bear Valley Rd
Victorville, CA 92392

Job Total $2,963,603.65

Vector Resources, Inc. dba VectorUSA Authorized Signature

Acceptance of Proposal
The prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Authorized Signature

Date

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

TOPIC: VVCFA/CTA RETIREMENT INCENTIVE MOU

SUBMITTED BY: Randy Erickson

RECOMMENDED BY: Trinda Best

APPROVED BY: Roger W. Wagner

Description/Background:

The district and the Victor Valley College Faculty Association CTA/NEA have met and reached an agreement on a memorandum of understanding (MOU) concerning a retirement incentive for FY 2014/15 and 2015/16 for faculty.

Need: Board approval of the Memorandum of Understanding is needed to implement retirement incentive.

Fiscal Impact: savings dependent on number of participants

Recommended Action: The district requests that the Board of Trustees approve the Memorandum of Understanding as presented effective February 11, 2015 – December 31, 2015.

Legal Review: YES ___ NOT APPLICABLE___

Reference for Agenda: YES ___NO___
MEMORANDUM OF UNDERSTANDING
BETWEEN
VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
TO THE
VICTOR VALLEY COLLEGE FACULTY ASSOCIATION, CTA/NEA

January 13, 2015

The Memorandum of Understanding is hereby entered into by the Victor Valley Community College District and the Victor Valley College Faculty Association pursuant to the Education Employment Relations Act and the Collective Bargaining Contract between the parties.

The parties have agreed to the following:

RETIREMENT INCENTIVE
2014-2015

Notwithstanding and in addition to the provisions of Article 9(G), the parties agree that there shall be a one-time retirement incentive to be offered to full-time unit members in consideration for the District receiving a letter of resignation from a faculty unit member ("Resignee") on or before April 30, 2015. The terms of the proposal are as follows:

1. This offer is available only to active full-time faculty who are at least 55 years old and have provided a minimum of ten years continuous service with the District immediately preceding retirement.

2. The attached resignation letter (Attachment A) must be signed, dated and turned into the Superintendent by the Resignee on or before April 30, 2015 by 4:00 p.m. The letter must indicate that the resignation is irrevocable and that the Resignee's last day of service for the District will be on or before the last day of the Spring 2015 semester.

3. In consideration of receiving said letter from Resignee the District agrees to pay the Resignee a lump sum payment of $45,000, less statutory withholdings, or have the sum of $45,000 contributed to an IRC 403(b) or section 457 plan at the employee's option and within the limits and guidelines established by law.

4. As a condition to entering accepting this retirement incentive, a Resignee must agree to a mutual waiver of all known or unknown claims that he or she may have against the District arising prior to the effective date of retirement.

5. The District reserves the right to change insurance providers without consent of the Resignee as a result of ongoing negotiations with active employees.

6. It is expressly understood that the District's obligations under this proposal are strictly limited to those set forth above in this Agreement. Resignees are responsible for the payment of any and all federal, state and local taxes, if any, that may result from his or her participation in this retirement incentive.

7. It is expressly understood that this is a one-time, non-recurring retirement proposal. Any memorandum of understanding reached regarding this proposal will not be considered precedent setting, nor will it establish a status quo, but instead shall sunset and have no force or effect after April 30, 2015.
RETIREMENT INCENTIVE
2015-2016

Notwithstanding and in addition to the provisions of Article 9(G), the parties agree that there shall be a one-time retirement incentive to be offered to full-time unit members in consideration for the District receiving a letter of resignation from a faculty unit member ("Resignee") on or before December 31, 2015. The terms of the proposal are as follows:

1. This offer is available only to active full-time faculty who are at least 55 years old and have provided a minimum of ten years continuous service with the District immediately preceding retirement.

2. The attached resignation letter (Attachment B) must be signed, dated and turned into the Superintendent by the Resignee on or before December 31, 2015 by 4:00 p.m. The letter must indicate that the resignation is irrevocable and that the Resignee’s last day of service for the District will be on or before the last day of the Spring 2016 semester.

3. In consideration of receiving said letter from Resignee the District agrees to pay the Resignee a lump sum payment of $20,000, less statutory withholdings, or have the sum of $20,000 contributed to an IRC 403(b) or section 457 plan at the employee’s option and within the limits and guidelines established by law.

4. As a condition to entering accepting this retirement incentive, a Resignee must agree to a mutual waiver of all known or unknown claims that he or she may have against the District arising prior to the effective date of retirement.

5. The District reserves the right to change insurance providers without consent of the Resignee as a result of ongoing negotiations with active employees.

6. It is expressly understood that the District’s obligations under this proposal are strictly limited to those set forth above in this Agreement. Resignees are responsible for the payment of any and all federal, state and local taxes, if any, that may result from his or her participation in this retirement incentive.

7. It is expressly understood that this is a one-time, non-recurring retirement proposal. Any memorandum of understanding reached regarding this proposal will not be considered precedent setting, nor will it establish a status quo, but instead shall sunset and have no force or effect after December 31, 2015.
ATTACHMENT A

To: Board of Trustees, Victor Valley Community College District
Roger Wagner, Superintendent/President

FROM: ____________________________

Date: ____________________________
(No later than April 30, 2015,)

RE: Resignation 2014-15

I, ____________________________, hereby irrevocably resign from all employment with the Victor Valley Community College District (District). It is my intent to resign from the District in accordance with the Memorandum of Understanding entered into between the District and the Victor Valley College Faculty Association (VVCFA) on ________________, 2014.

1. My last day of service will be no later than the last day of the Spring 2015 Semester.

2. I understand that in consideration of my giving the District my letter of resignation, I may receive either a lump sum payment of $45,000, less statutory withholdings, or have the sum of $45,000 contributed to an IRC 403(b) or section 457 plan at my option and within the limits and guidelines established by law. I hereby elect to receive the sum of $45,000 as follows (circle one):
   a. As a lump sum, less statutory withholdings:
   b. Contributed to an IRC 403(b) plan; or
   c. Contributed to an IRC 457 plan.

3. I understand the obligations of the District under this agreement shall not survive my death.

4. I understand that the District’s obligations under this proposal are strictly limited to those set forth above.

5. I understand that by accepting this proposal, I am, on behalf of myself, my successors, heirs, assigns, executors, administrators and/or estate, hereby irrevocably and unconditionally releasing, acquitting and forever discharging the Governing Board, the District, and each administrator, agent, Board member, employee, representative, attorney, and all persons acting by, through, under or in concert with any of them (collectively “Releasees”), from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts and expenses (including attorneys’ fees and costs actually incurred), known or unknown, that directly or indirectly arise out of, relate to or concern my employment or termination of employment with the District, which I have, own or hold, or at any time heretofore had, owned or held against the Releasees up to the date on which I execute this resignation, including without limitation, express or implied:
   a. All claims for: breach of express or implied contract; promissory estoppel; fraud, deceit or misrepresentation; intentional, reckless or negligent infliction of emotional distress; breach of any express or implied covenant of employment, including the covenant of good faith and fair dealing; interference with contractual or advantageous relations; discrimination on any basis or retaliation under federal, state or local law, including without limitation, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, as amended, the Age Discrimination in Employment Act, as amended, and the California Fair Employment and Housing Act, Cal. Gov’t Code Sections 12940, et seq., as amended; and all claims for defamation or damaged reputation.
Any claims under the Age Discrimination Employment Act (ADEA). In accordance with the Older Worker’s Benefit Protection Act of 1990, I am aware of the following with respect to my release of any claims under the ADEA: (1) I have the right to consult with an attorney before signing this resignation and agreeing to the terms of the incentive, and that to the extent I do sign this resignation and agree to the terms of the incentive, I have either done so or expressly declined to do so; (2) I have 21 days to review and consider this resignation and my release of any ADEA claim, and that I may use as much of this 21-day period as I wishes prior to signing, (3) for a period of 7 days following execution of this resignation, I may revoke the resignation, and the resignation shall not become effective or enforceable with respect to the claims under the ADEA until the revocation period has expired; (4) this resignation will become effective as to any ADEA claim 8 days after it is signed by both parties, and in the event the parties do not sign on the same date, then this resignation shall become effective as to any ADEA claim 8 days after the date it is signed by me. Thereafter, I understand that I do not have any right to revoke my waiver of any claim under the ADEA and that it will be binding upon me and the District. In addition, it is agreed and understood between the parties that in the event I revoke this resignation or my release/waiver of any age discrimination claims, this resignation shall have no force or effect.

I further hereby acknowledge that I am familiar with Section 1542 of the California Civil Code, which reads as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

I further acknowledge and agree that the effect of this provision it that I am hereby implementing a full and complete release and discharge of the Releasees, and expressly acknowledging that this resignation is intended to include in its effect, without limitation, all claims which that I do not know or suspect to exist in my favor arising out of my employment with the District, and that this resignation contemplates the extinguishment of any such claim or claims. Nothing in this paragraph shall act as a bar to an action for breach of this resignation, nor act as a release of liability for denial of any rights or obligations afforded the parties under this resignation.

Finally, I understand that I am accepting this incentive containing this general release voluntarily, with full knowledge of its significance, and with the express intention of effecting the extinguishment of any and all claims.

(Signature)  
(Date)

(Print name)

cc: Personnel File

1/3/16

LE
ATTACHMENT B

To: Board of Trustees, Victor Valley Community College District
    Roger Wagner, Superintendent/President

FROM: ____________________________

Date: (No later than December 31, 2015)

RE: Resignation 2015-2016

I, ____________________________, hereby irrevocably resign from all employment with the Victor Valley Community College District (District). It is my intent to resign from the District in accordance with the Memorandum of Understanding entered into between the District and the Victor Valley College Faculty Association (VVCFA) on ____________, 2014.

1. My last day of service will be no later than the last date of the Spring 2016 semester.

2. I understand that in consideration of my giving the District my letter of resignation, I may receive either a lump sum payment of $20,000, less statutory withholdings, or have the sum of $20,000 contributed to an IRC 403(b) or section 457 plan at my option and within the limits and guidelines established by law. I hereby elect to receive the sum of $20,000 as follows (circle one):
   a. As a lump sum, less statutory withholdings:
   b. Contributed to an IRC 403(b) plan; or
   c. Contributed to an IRC 457 plan.

3. I understand the obligations of the District under this agreement shall not survive my death.

4. I understand that the District’s obligations under this proposal are strictly limited to those set forth above.

5. I understand that by accepting this proposal, I am, on behalf of myself, my successors, heirs, assigns, executors, administrators and/or estate, hereby irrevocably and unconditionally releasing, acquitting and forever discharging the Governing Board, the District, and each administrator, agent, Board member, employee, representative, attorney, and all persons acting by, through, under or in concert with any of them (collectively “Releasees”), from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts and expenses (including attorneys’ fees and costs actually incurred), known or unknown, that directly or indirectly arise out of, relate to or concern my employment or termination of employment with the District, which I have, own or hold, or at any time heretofore had, owned or held against the Releasees up to the date on which I execute this resignation, including without limitation, express or implied:
   a. All claims for: breach of express or implied contract; promissory estoppel; fraud, deceit or misrepresentation; intentional, reckless or negligent infliction of emotional distress; breach of any express or implied covenant of employment, including the covenant of good faith and fair dealing; interference with contractual or advantageous relations; discrimination on any basis or retaliation under federal, state or local law, including without limitation, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, as amended, the Age Discrimination in Employment Act, as amended, and the California Fair Employment and Housing Act, Cal. Gov’t. Code Sections 12940, et seq., as amended; and all claims for defamation or damaged reputation.

RE 1/13/15  
Am 1/13/15
b. Any claims under the Age Discrimination Employment Act (ADEA). In accordance with the Older Worker's Benefit Protection Act of 1990, I am aware of the following with respect to my release of any claims under the ADEA: (1) I have the right to consult with an attorney before signing this resignation and agreeing to the terms of the incentive, and that to the extent I do sign this resignation and agree to the terms of the incentive, I have either done so or expressly declined to do so; (2) I have 21 days to review and consider this resignation and my release of any ADEA claim, and that I may use as much of this 21-day period as I wish prior to signing. (3) For a period of 7 days following execution of this resignation, I may revoke the resignation, and the resignation shall not become effective or enforceable with respect to the claims under the ADEA until the revocation period has expired; (4) this resignation will become effective as to any ADEA claim 8 days after it is signed by both parties, and in the event the parties do not sign on the same date, then this resignation shall become effective as to any ADEA claim 8 days after the date it is signed by me. Thereafter, I understand that I do not have any right to revoke my waiver of any claim under the ADEA and that it will be binding upon me and the District. In addition, it is agreed and understood between the parties that in the event I revoke this resignation or my release/waiver of any age discrimination claims, this resignation shall have no force or effect.

(c) I further hereby acknowledge that I am familiar with Section 1542 of the California Civil Code, which reads as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

I further acknowledge and agree that the effect of this provision is that I am hereby implementing a full and complete release and discharge of the Releases, and expressly acknowledging that this resignation is intended to include in its effect, without limitation, all claims which that I do not know or suspect to exist in my favor arising out of my employment with the District, and that this resignation contemplates the extinguishment of any such claim or claims. Nothing in this paragraph shall act as a bar to an action for breach of this resignation, nor act as a release of liability for denial of any rights or obligations afforded the parties under this resignation.

Finally, I understand that I am accepting this incentive containing this general release voluntarily, with full knowledge of its significance, and with the express intention of effecting the extinguishment of any and all claims.

(Signature) ________________________________  (Date) ____________________

(Print name) ________________________________

cc: Personnel File

Signed and entered into this ___________ day of __________________________, 2015

FOR THE COLLEGE DISTRICT

________________________

________________________

FOR THE ASSOCIATION

________________________

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

TOPIC: RENEWAL OF ADMINISTRATOR CONTRACT

SUBMITTED BY: Rocio Chavez

RECOMMENDED BY: Trinda Best

APPROVED BY: Roger W. Wagoner

Description/Background:

The Board will consider renewing the following Administrative contract for 1 year based on satisfactory evaluations:

Director of Special Grant Programs – California Career Pathways Trust (CCPT) Grant

Need: Board approval is needed to renew administrator contracts.

Fiscal Impact: Budgeted

Recommended Action: It is recommended the Board of Trustees approve the contract.

Legal Review: YES ___ NOT APPLICABLE _X_ ___

Reference for Agenda: YES _X_ NO ___
BOARD OF TRUSTEES OF THE
VICTOR VALLEY COMMUNITY COLLEGE DISTRICT

CONTRACT OF EMPLOYMENT
Administrative Positions
(California Education Code Section 72411)

Date of Offer: February 11, 2015

The Board of Trustees of the Victor Valley Community College District offers you employment in the position of Director of Special Grants Programs, California Career Pathways Trust (CCPT) Grant for the period commencing 7/1/2015 and ending on 6/30/2016. This offer of employment is valid for ten (10) calendar days from the date of offer specified above. Your failure to accept this offer and to enter into this contract within the ten-day period will result either in the offer expiring, or, if you are employed, will result in your employment as an administrator being at-will at the pleasure of the Board of Trustees, pursuant to Section 72411.5 of the Education Code.

This contract expires on 6/30/2016. Pursuant to Education Code Section 72411, you are to be provided notice by 3/15/2016 before the expiration of this contract of non-renewal. Otherwise, the contract will renew for the same duration and terms as described in subsection (c) of Education Code Section 72411.

This contract of employment is subject to all the rules and regulations of the Board of Trustees and all the laws of the State of California in effect during the period of employment. The terms and conditions of your employment may be changed by the District during the period of time covered by the agreement. Your compensation shall be on Range 18 of the Victor Valley College management salary schedule. Any earned, unused vacation remaining on the last day of employment with the District, up to a maximum accrual of 44 days, will be paid on the next available payroll.

Pursuant to Education Code Section 72411.5, if you do not have tenure in the District as a faculty member, you may be dismissed, suspended, or demoted for cause, including but not limited to unsatisfactory performance, unprofessional conduct, unfitness for service, and insubordination. If you do have tenure as a faculty member, the imposition of dismissal or other penalties, for cause shall be in accordance with the provisions of the Education Code applicable to faculty members. In addition, employment is contingent upon availability of funds.

Pursuant to Government Code Section 53260, if this contract is terminated, the maximum cash settlement that you may receive is to be an amount equal to your monthly salary multiplied by the number of months left on the unexpired term of the contract. The parties agree that regardless of Government Code Section 53260, the maximum cash settlement you will receive will be your monthly salary multiplied by three (3) to reflect a total of three (3) months’ salary as a total and complete severance.

If you desire to accept this contract, please sign and return to:

Victor Valley Community College District
Office of Human Resources
18422 Bear Valley Road
Victorville, CA 92395

BOARD OF TRUSTEES OF THE VICTOR VALLEY COMMUNITY COLLEGE DISTRICT

By__________________________________________
Roger Wagner, Ph.D., Superintendent/President

I accept the offer of employment set forth above subject to the terms and conditions therein

__________________________________________     Date
Lawrence Vondrake Fitz
ACADEMIC TENURE CONTRACT RECOMMENDATION

Rocio Chavez

Trinda Best

Roger W. Wagoner

Description/Background:

According to Education Code 87609 Contract Employees – Employee currently under a third contract will not be employed as a tenured employee because of her resignation, effective June 13, 2015.

Sandra Cegielski, Respiratory Therapy

Need:

Formal board action on employment contract is required:

Fiscal Impact:

None

Recommended Action:

It is recommended that the Board of Trustees do not renew the above employee contract due to employee resignation effective June 13, 2015.

Legal Review: YES ___ NOT APPLICABLE _X_

Reference for Agenda: YES ___NO _X_
ACADEMIC SECOND-YEAR CONTRACT RECOMMENDATION

Rocio Chavez

Trinda Best

Roger W. Wagoner

According to Education Code 87608 Contract Employees – employees currently under a first contract are being recommended to enter into a contract for the following academic year:

Christopher Ohshita, Aviation Technology
Naveen Jalota, Biology

Need:

Formal board action on continuing employment is required:

Fiscal Impact:

Budgeted item

Recommended Action:

It is recommended that the Board of Trustees enter into a contract with the above employees for the following academic year 2015-2016.

Legal Review: YES ___ NOT APPLICABLE_X__

Reference for Agenda: YES ___NO_X__