



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

Date: May 12, 2015

Place: **Closed Session:** 5:30-6 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** 5:30 p.m.
 - ROLL CALL
 - PLEDGE OF ALLEGIANCE
 - ANNOUNCEMENT OF ITEMS DELETED OR CORRECTED FROM THE AGENDA

CLOSED SESSION ~ West Wing Conference Room

2. **CLOSED SESSION** 5:30-6 p.m.
- 2.1 **ANNOUNCEMENT OF CLOSED SESSION ITEMS:**
 - a) **PUBLIC EMPLOYEE PERFORMANCE EVALUATION**
Government Code Section 54957 (b) (1)
Superintendent/President
- 2.2 **PUBLIC COMMENTS RELATED TO CLOSED SESSION ITEMS**

PUBLIC COMMENTS RELATED TO CLOSED SESSION ITEMS

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

2.3 ADJOURN TO CLOSED SESSION

OPEN SESSION REGULAR MEETING AGENDA ~ Board Room

3. OPEN SESSION REGULAR MEETING

6 p.m.

3.1 Invocation

3.2 Closed Session Report

3.3 SUPERINTENDENT/PRESIDENT'S REPORT

- Academic Senate
- Foundation

4. 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.

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

YES ___ NO ___

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

- 5.1 Approval of the minutes of the April 14, 2015 regular Board meeting.
- 5.2 Amendment #1 – Sub-recipient Contract Agreement – Victor Valley Union High School District
Ratification of the amended agreement between Victor Valley Community College District and Victor Valley Union High School District, originally approved at the June 11, 2013 Board of Trustees meeting, increasing the allocation amount from \$150,000 to \$200,000. The term of this agreement continues through July 14, 2015.
- 5.3 Agreement – The Princeton Review
Ratification of the agreement between Victor Valley Community College District and The Princeton Review to provide AP test preparation services and online tutoring to GEARUP students at GEAR UP partner school sites. The service period for this agreement is from April 15, 2015 through July 14, 2015. Fiscal Impact: \$63,865 (based on 135 students) Federal GEAR UP Grant funded.
- 5.4 Independent Contractor Agreement – Troy Strand
Ratification of the Independent Contractor Agreement between Victor Valley Community College District and Troy Strand to speak and present at the Green Energy Entrepreneur Workshop Series. The period of this agreement is March 31, 2015. Fiscal Impact: \$500.00, budgeted item, Grant funded from the Workforce Employment Development Department through the California Community College Chancellor's Office (DSN Grant).
- 5.5 Independent Contractor Agreement – Joseph Desmond
Ratification of the Independent Contractor Agreement between Victor Valley Community College District and Joseph Desmond to speak and present and present at the Green Energy Entrepreneur Workshop Series. The period of this agreement is March 31, 2015. Fiscal Impact: \$500.00, budgeted item, Grant funded from the Workforce Employment Development Department through the California Community College Chancellor's Office (DSN Grant).
- 5.6 Independent Contractor Agreement – Jonathan Port
Ratification of the Independent Contractor Agreement between Victor Valley Community College District and Jonathan Port to speak and present at the Green Energy Entrepreneur Workshop Series. The period of this agreement is March 31, 2015. Fiscal Impact: \$500.00, budgeted item, Grant funded from the Workforce Employment Development Department through the California Community College Chancellor's Office (DSN Grant).
- 5.7 Independent Contractor Agreement – Herbert Mendelsohn
Ratification of the Independent Contractor Agreement between Victor Valley Community College District and Herbert Mendelsohn to speak and present at the Green Energy Entrepreneur Workshop Series. The period of this agreement is March 31, 2015. Fiscal Impact: \$500.00, budgeted item, Grant funded from the Workforce Employment Development Department through the California Community College Chancellor's Office (DSN Grant).

- 5.8 Independent Contractor Agreement – Cannataro's
Ratification of the Independent Contractor Agreement between Victor Valley Community College District and Cannataro's to cater lunch for the Green Energy Entrepreneur Workshop Series. The period of this agreement is March 31, 2015. Fiscal Impact: \$560.00, budgeted item, Grant funded from the Workforce Employment Development Department through the California Community College Chancellor's Office (DSN Grant).
- 5.9 Agreement– CAE Healthcare, Inc.
Ratification of the agreement between Victor Valley Community College District and CAE Healthcare, Inc. for a two-year support and maintenance agreement for the Nursing Department's high-fidelity simulation mannequin. The period of this agreement is May 1, 2015 through April 30, 2017. Fiscal Impact: \$9,028.00, budgeted item, grant funded.
- 5.10 Independent Contractor Agreement – Paul O'Connell
Ratification of the Independent Contractor Agreement between Victor Valley Community College District and Paul O'Connell to provide an evaluation on the Auto Department training programs and evaluate them against industry standards as part of the National Automotive Technical Education Foundation (NATEF) Accreditation. The service period for this agreement is May 8, 2015. Fiscal Impact: Not to exceed \$375.00, budgeted item (to include honorarium and other itemized expenses)
- 5.11 Independent Contractor Agreements – Andrew Melgar
Ratification of the Independent Contractor Agreement between Victor Valley Community College District and Andrew Melgar to provide music for the Puente recognition dinner held June 9, 2015. Fiscal Impact: \$350.00, grant funded through Puente.
- 5.12 Independent Contractor Agreements – Technical Associated Services, LLC
Ratification of the Independent Contractor Agreements between Victor Valley Community College District and Technical Associated Services, LLC to provide equipment calibration in the Welding Department in compliance with the Los Angeles Department of Building & Safety. The service period for this agreement is April 1, 2015 through May 31, 2015. Fiscal Impact: Not to exceed \$500.00, budgeted item.
- 5.13 Rental Agreement– La Fiesta Party Rentals
Ratification of the rental agreement between Victor Valley Community College District and La Fiesta Party Rentals for equipment set up and tear down for the job fair being held May 7, 2015. Fiscal Impact: \$432.80, Federal Work Study.
- 5.14 Curriculum Changes
Approval of the curriculum changes made on February 26, 2015, March 12, 2015, March 26, 2015 and April 9, 2015 that have been recommended by the College Curriculum Committee.
Fiscal Impact: None
- 5.15 Amended Agreement – University Enterprises Corporation at CSUSB
Ratification of an amended agreement between Victor Valley Community College District and University Enterprises Corporation at CSUSB originally Board approved on November 11, 2014 changing the maximum reimbursable amount from \$50,000 to \$42,000. The period of this agreement is March 9, 2015 through June 30, 2015. Fiscal Impact: Change maximum reimbursable amount from \$50,000 to \$42,000.
- 5.16 Individual Membership Renewal – Simulation in Healthcare
Ratification of the membership renewal between Victor Valley Community College District and Simulation in Healthcare for Brian J. Hendrickson. Fiscal Impact: \$175.00, budgeted

- 5.17 Contract – Rio Tinto Customized Fire Training
Ratification of the contract amount between Victor Valley Community College District and Rio Tinto Customized Fire Training to provide customized firefighting training to staff at Rio Tinto/Borax. Fiscal Impact: \$37,620, **Income to the District**.
- 5.18 Amended Independent Contractor Agreement – Terrance Kurtz
Ratification of the amended Independent Contractor Agreement between Victor Valley Community College District and Terrance Kurtz, originally Board approved on January 13, 2015, increasing the fiscal impact by \$800.00. The period of this agreement is September 1, 2014 through May 30, 2015. Fiscal Impact: Not to exceed \$2,000.00, budgeted item.
- 5.19 Amended Agreement – Education to Go
Ratification of the amended agreement between Victor Valley Community College District and Education to Go, originally Board approved on May 14, 2013, adding an addendum relating to scope of compliance. The period of this agreement begins August 27, 2012 through August 26, 2017 or until terminated upon 30 days written notice by either party. Fiscal Impact: Potential annual revenue to the District estimated to be \$15,000-\$20,000.
- 5.20 Out of Country Travel – Latin America
Approval of the out-of-country travel to Latin America (Costa Rica, Cuba, Panama.) The travel is required of students registered in Biology 98/250 during the 2015 summer session from June 30, 2015 through July 17, 2015. Students will be accompanied by Professor of Biology, Dr. Hinrich Kaiser. Fiscal Impact: None. All expenses will be borne by the students and Dr. Kaiser.
- 5.21 Amended Independent Contractor Agreement – Mariaelena Huizar
Ratification of the amended Independent Contractor Agreement between Victor Valley Community College District and Mariaelena Huizar, originally ratified on January 13, 2015, increasing the fiscal impact by an additional \$10,000 (federally funded GEAR UP grant) for providing parenting services for parents at GEAR UP School sites for extended time through June 30, 2015. Fiscal Impact: \$15,000.00, budgeted item, GEAR UP Grant funded.
- 5.22 Increase Contract amount – Forensic Analytical Consulting Services, Inc.
Ratification of the increased contract amount between Victor Valley Community College District and Forensic Analytical Consulting Services, Inc. for formaldehyde training and additional analysis and report generation originally Board approved March 10, 2015. The fiscal impact was listed was based on the approved formaldehyde sampling and report generation; however, the increase in fiscal impact is based on the need for formaldehyde training as it pertains to Cal/OSHA requirements and additional analysis and report generation for final site visits. Fiscal Impact: Not to exceed \$2,000.00, budgeted item.
- 5.23 Agreement– G/M Business Interiors
Ratification of the agreement between Victor Valley Community College District and G/M Business Interiors to purchase ergonomic equipment to minimize potential health risks. Fiscal Impact: \$643.92, budgeted item.
- 5.24 Board of Trustees Budget Transfer Request Report
Approval of the Board of Trustees Budget Transfers as submitted. Fiscal Impact: None
- 5.25 Agreement – Stradling, Yocca, Carlson and Rauth
Ratification of the agreement between Victor Valley Community College District and Stradling, Yocca, Carlson and Rauth to serve as special counsel in legal proceedings challenging the use of bond proceeds, effective January 26, 2015. Fiscal Impact: Not to exceed \$10,000.00, budgeted item.

- 5.26 Agreement– Experian Consumer Services
Ratification of the agreement between Victor Valley Community College District and Experian Consumer Services to provide credit monitoring services as needed to the Risk Management Department. Fiscal Impact: Not to exceed \$2,500.00, budgeted item.
- 5.27 Change Order – Micon Construction, Inc.
Ratification of the Change Order No. 01 from Micon Construction, Inc. to provide and install (2) 18'x18'x18'x10 high fabric sails providing shade cover to the newly installed seating areas for student use. Fiscal Impact: \$18,735.30, Fund 71.
- 5.28 Notice of Completion – Micon Construction, Inc.
Ratification of the Notice of Completion with Micon Construction, Inc. for the Landscape Sustainability Phase II project. The agreement with Micon Construction, Inc. was originally Board approved on November 11, 2014. Fiscal Impact: None
- 5.29 Furniture, Fixtures & Equipment (FF&E) – Olpin Group
Ratification of the FF&E purchase agreement between Victor Valley Community College District and Olpin Group to purchase a display case for the Dr. Prem Reddy Health and Science Building. Fiscal Impact: \$8,553.17 (includes applicable tax, freight and installation) Local Bond Funded.
- 5.30 Board of Trustees Payments Report
Approval of the Board of Trustees Payments Report Fiscal Impact: None
- 5.31 Agreement– Nintex UK Ltd
Ratification of the agreement between Victor Valley Community College District and Nintex UK Ltd to purchase software which will allow for the creation of SharePoint forms and processes in support of students, employees, and community members. Term: 3/25/15-6/30/16. (Item #IN-92, on the Campus Technology Project list.) Fiscal Impact: \$40,800.00, budgeted item.
- 5.32 Agreement Renewal– Tricade
Ratification of the renewal agreement between Victor Valley Community College District and Tricade to continue hardware and software maintenance on the HP Blade Server. Maintenance was previously provided by IMPEX and the five year agreement recently expired. Term: 2/5/15-6/30/16. (Item #IN-90 on the Campus Technology Project list.) Fiscal Impact: \$8,342.91, budgeted item.
- 5.33 Agreement Renewal– Vector Resources, Inc.
Ratification of the renewal agreement between Victor Valley Community College District and Vector Resources, Inc. for the Cisco Core Switch located in the main campus data center. Term: 4/2/15-6/30/16. Fiscal Impact: \$10,979.77, budgeted item.
- 5.34 Agreement Renewal– Vector Resources, Inc.
Ratification of the renewal agreement between Victor Valley Community College District and Vector Resources, Inc. for the Fortinet. These services provide firewall protection from web based threats. Term: 7/1/15-6/30/16. Fiscal Impact: \$14,951.81, budgeted item.
- 5.35 Agreement Amendment – Granicus
Ratification of the amended agreement between Victor Valley Community College District and Granicus to extend the term of the maintenance contract that ended March 30, 2015, now extended to December 31, 2015. This managed service is for the monthly recording of Victor Valley College Board of Trustee meetings. Term: 3/31/15-12/31/15. Fiscal Impact: \$8,280.00, budgeted item.

- 5.36 Agreement Renewal– Dell, Inc.
Ratification of the renewal agreement between Victor Valley Community College District and Dell, Inc. for SafeConnect. This controls connections to the Network by verifying user access while monitoring without interruption. Term: 7/1/15-6/30/16. Fiscal Impact: \$12,039.69, budgeted item.
- 5.37 Agreement Renewal– Lexmark Enterprise Software, LLC
Ratification of the renewal agreement between Victor Valley Community College District and Lexmark Enterprise Software, LLC formally known as Perceptive Software, LLC for Enterprise Content Management System (ImageNow). Term: 6/17/15-6/16/16 (year 4 of 5). Fiscal Impact: \$30,992.00, budgeted item.
- 5.38 License Agreement Renewal - Eureka
Ratification of the license agreement renewal between Victor Valley Community College District and Eureka, a computerized career exploration program, for use within the Student Services Division. The period of this agreement is July 1, 2015 through June 30, 2016. Fiscal Impact: Not to exceed \$1,351.57, budgeted item.
- 5.39 Non-Classified Employees
Approval of the Non-Classified Employees as listed. Fiscal Impact: Budgeted
- 5.40 Increase Contract Amount – Desert Cities Mediation
Ratification of the increased contract amount between Victor Valley Community College District and Desert Cities Mediation for arbitration services to the District and extend contract through June 30, 2015. This contract was originally approved on November 11, 2014 for up to \$6,000 through March 31, 2015. Fiscal Impact: Increase of \$2,000.00 including expenses, budgeted item.
- 5.41 Amendment to Agreement – Next Gen Web Solutions, LLC
Ratification of the amended agreement between Victor Valley Community College District and Next Gen Web Solutions, LLC, originally Board approved on September 9, 2014 for the purpose of enabling the District to effectively track sick leave accrual and usage for non-permanent employees. Fiscal Impact: \$2,500.00, budgeted item.
- 5.42 Amended Agreement – Liebert Cassidy Whitmore
Ratification of the amended agreement between Victor Valley Community College District and Liebert Cassidy Whitmore, originally Board approved in January 2015 to provide special legal counsel in matters pertaining to employment relations, educational matters, and administrative court proceedings. Additional and continued services require the not to exceed amount to be increased from \$10,000 to \$12,000. Fiscal Impact: Additional \$2,000.00, budgeted item.

ACTION AGENDA

PUBLIC COMMENTS RELATED TO ACTIONS ITEMS

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

6. BOARD OF TRUSTEES

6.1 Separate approval of items pulled from consent agenda

YES ___ NO ___

6.2 Student Trustee Privileges

YES ___ NO ___

Approval to consider approving privileges 1,2,4, and 5 as listed.
Fiscal Impact: None.

1. The privilege to make and second motions;
2. The privilege to cast an advisory vote;
3. The privilege to attend closed sessions, other than closed sessions on personnel or collective bargaining matters;
4. The privilege to receive compensation for meeting attendance at a level of \$600 per semester.
5. The privilege to serve a term commencing on June 1.

9. STUDENT SERVICES

9.1 Agreement – Cynosure New Media

YES ___ NO ___

Approval of the agreement between Victor Valley Community College District and Cynosure New Media for creating a customized, online, media-based, self-guided orientation program. The term for this agreement begins on the date of contract executive and continues for a period of 4-6 months until completion. Fiscal Impact: Not to exceed \$48,510.00, budgeted item. Student Support Success Program (SSSP) funds.

10. ADMINISTRATIVE SERVICES

10.1 Furniture, Fixtures & Equipment (FF&E) Purchase – CAE Healthcare, Inc.

YES ___ NO ___

Ratification of the FF&E purchase between Victor Valley Community College District and CAE Healthcare, Inc. to purchase training equipment for the Dr. Prem Reddy Health and Science building. Fiscal Impact: Estimated at \$123,757.69, Local Bond Funded.

10.2 Lease Agreement – The City of Victorville, Riverwalk

YES ___ NO ___

Approval of the 40-year term lease agreement with the City of Victorville for the vacant land located along the northeast corner of Fish Hatchery and Bear Valley Roads for the purpose of constructing and maintaining a Riverwalk trailhead for pedestrian and bicycle use. Fiscal Impact: \$1.00 annually to the District.

10.3 Agreement – Apple Inc.

YES ___ NO ___

Approval of the agreement between Victor Valley Community College District and Apple, Inc. to purchase 90 iMac computers including a protection plan. The District will be replacing the current outdated computers used in the Art and Photo labs to meet the requirements of instruction. (Item #I-25 on the Campus Technology Project list) Fiscal Impact: \$130,408.72, Physical Plant Instructional Support Grant.

11. HUMAN RESOURCES

11.1 Re-Opener Bargaining Proposals from the District and AFT

YES ___ NO ___

- Acknowledge receipt of the intent to reopen on two articles by both the District and AFT.
- Announce availability of the District's and AFT's re-opener bargaining proposals in the Human Resources office for public review.
- Announce a public hearing on the District's and AFT's re-opener bargaining proposals to be scheduled at the June 9, 2015 Board of Trustees meeting.

Fiscal Impact: None.

12. INFORMATION/DISCUSSION

12.1 Emeritus Status – John Rude, Professor Emeritus, Communication Studies/Theater Arts

Submitted as an informational item. Fiscal Impact: None

12.2 Distinguished Service – Annette McComas, Executive Assistant, Superintendent/President

Submitted as an informational item. Fiscal Impact: None

12.3 Quarterly Financial Reports

Submitted as an informational item. Fiscal Impact: None

12.4 Student Unpaid Internship Program – Coldwell Banker

Submitted as an informational item. Fiscal Impact: None

12.5 Student Unpaid Internship Program – High Desert Mavericks Baseball Club

Submitted as an informational item. Fiscal Impact: None

13. 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)

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*

15. ADJOURNMENT

YES ___ NO ___

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

the 1990s, the number of people in the UK who are aged 65 and over has increased from 10.5 million to 13.5 million (15.5% of the population).

There is a growing awareness of the need to address the needs of older people, and the Government has set out a strategy for the 21st century in the White Paper on *Ageing Better: The Government's Strategy for Older People* (Department of Health 1999).

The White Paper sets out a vision of older people who are able to live independently, and to participate fully in society. It also sets out a number of key objectives, including: to improve the health and well-being of older people; to support older people to live independently; to improve the quality of care and services for older people; and to ensure that older people are able to participate fully in society.

The White Paper also sets out a number of key actions, including: to improve the health and well-being of older people; to support older people to live independently; to improve the quality of care and services for older people; and to ensure that older people are able to participate fully in society.

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

Date: April 15, 2015

Place: **Closed Session:** 5-5:30 p.m. West Wing Conference Room, Victor Valley Community College
18422 Bear Valley Road, Victorville, CA 92395

Board of Trustees Study Session: 5:30-6:00 p.m. Board Room, Victor Valley Community College, 18422 Bear Valley Road, Victorville, CA 92395

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

REGULAR MEETING AGENDA ~ Board Room

1. CALL TO ORDER

5 p.m.

The Board of Trustees of Victor Valley Community College District met in Open Session on April 15, 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: Brandon Wood, Clerk, Amanda Monroy, Student Trustee

*Brandon Wood arrived at 5:10 p.m.
Amanda Monroy arrived at 5:40 p.m.*

PLEDGE OF ALLEGIANCE

Tim Isbell led the Pledge of Allegiance to the Flag.

ANNOUNCEMENT OF ITEMS DELETED OR CORRECTED FROM THE AGENDA: 5.24 and 11.1 are deleted from the agenda.

CLOSED SESSION ~ West Wing Conference Room

ANNOUNCEMENT OF CLOSED SESSION ITEMS:

2. CLOSED SESSION

5-5:50 p.m.

2.1 ANNOUNCEMENT OF CLOSED SESSION ITEMS:

a) LIABILITY CLAIM

Government Code Section 54956.95 Liability Claim

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

Claimant(s): Nathan Anthony Marino & Suzann Victoria Marino
Agency Claimed Against: Victor Valley Community College District

- b) PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Government Code Section 54957 (b) (1)
Superintendent/President
- c) CONFERENCE WITH LEGAL COUNSEL - Potential Litigation
Government Code Section 54956.9(d)
Internal Discrimination Charge—(1 Case)

3.1 PUBLIC COMMENTS RELATED TO CLOSED SESSION ITEMS: None

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

BOARD OF TRUSTEES STUDY SESSION ~ Board Room

3.1 WORKSHOPS AND JOINT MEETINGS

5:30-6 p.m.

At 5:34 p.m. Dr. Wagner opened the Study Session. Discussion involved the possibility of an evening study session workshop jointly with Barstow Community College to discuss what the two colleges have to offer. It was motioned by Trustee Brady to select July 9th for an evening session jointly with Barstow Community College and seconded by Trustee, 3-2, Brady, Yes, Pinkerton, Yes, Wood, Yes, Tortorici and Henderson abstaining.

Dr. Wagner announced that an effort to get people together he is recommending that we invite all K12 Districts as well as the County Superintendent for an Educational Summit.

**REGULAR MEETING AGENDA
Board Room**

3 OPEN SESSION

6 p.m.

Innovation: First Lady Lorrie Denson, Burning Bush Church

3.1 Closed Session Report

At 6:10 p.m. Board President Brady reconvened the meeting and Jeff Morris, Legal Counsel reported on item 1) it was motioned by Trustee Brady and seconded by Trustee Tortorici to reject the claim 4-0, Trustee Wood absent, item 2) no reportable action, 3) employee will be notified on the outcome of the action.

4. SUPERINTENDENT/PRESIDENT'S REPORT

Chief Knight provided an update date on the campus public safety plan. Following the overview Chief Knight asked that the Board of Trustees accept the campus public safety plan as presented. President Brady suggested that the plan return to the next meeting with the recommended modifications.

Students with the Model United Nations team gave a presentation on their recent accomplishments at the conference held in New York. The team was named "Outstanding Delegation," which is the top award category. This is the fourth year in a row that the team has won this award, only 5-10% of schools worldwide achieve this. In addition, the team was recognized with several "Outstanding Position Paper" awards.

Dr. Wagner publically congratulated Trustee Tortorici on her recent completion of the Excellence in Trusteeship Program with the Community College League of California.

- Academic Senate – Claude Oliver introduced Professor of Physics Michael Butros, who announced that two students will be interning at NASA. In addition, a third student was selected to participate and is being sponsored by NASA. Mr. Oliver is looking forward to increasing collaboration with the four-year universities. Recently 5 faculty attended an accreditation start up training session along with a representative from CSEA and 3 managers. The Academic Senate supports campus safety however, a program review process is available to address the needs in AP 6200.
- Foundation – Mr. Brown provided an update on the activities of the Foundation. July 9th marks the official incorporation of the foundation. Winners of the spring campus grants were announced. Everyone was invited to the High Desert Economic Summit scheduled April 30th.

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

5. CONSENT AGENDA

Public Comment: Justin Gatewood 5.8 and 5.13

It was MSC (Wood/Henderson, 5-0) to approve the consent items in one motion with agenda item 5.24 deleted and agenda item 5.8 pulled by Trustee Wood for separate discussion.

5.1 Approval of the minutes of the March 10, 2015 regular Board meeting.

5.2 Agreement – Meltwater Services

Ratification of the agreement between Victor Valley Community College District and Meltwater Services to provide the District the capability of sending unlimited amount of newsletters to an unlimited amount of recipients in addition to other online services. The period of this agreement is January 16, 2015 through January 15, 2016. Fiscal Impact: \$11,000.00, budgeted item.

5.3 Agreement – Coolspeak, LLC

Ratification of the agreement between Victor Valley Community College District and Coolspeak, LLC for services provided at the “Get in Gear Camp,” being held for GEAR UP students. The service period for this agreement is March 24-26, 2015. Fiscal Impact: \$47,000, Federal GEAR UP grant.

- 5.4 Contracts – Ebmeyer Charter & Tour
Ratification of the contracts between Victor Valley Community College District and Ebmeyer Charter & Tour to provide charter bus transportation and miscellaneous fuel costs for the women's basketball and volleyball teams. Fiscal Impact: \$5,745, Women's Basketball, \$1,195, Women's Volleyball, budgeted.
- 5.5 Renewal Agreement– 3M Security System
Ratification of the renewal agreement between Victor Valley Community College District and 3M Security System to provide a security and theft prevention system for the library. The period of this agreement is May 7, 2015 through June 30, 2015. This 2-month, pro-rated contract aligns the contracted services with the fiscal year calendar. An annual contract will be submitted July 1, 2015. Fiscal Impact: \$251.19, budgeted.
- 5.6 Agreement Renewal – Samuel Sepuya, M.D.
Ratification of the renewal agreement between Victor Valley Community College District and Samuel Sepuya, M.D. to serve as the Medical Director for the District's Respiratory Therapy Program for the 2014-2015 school year. The period of this agreement is July 1, 2014 to June 30, 2015. Fiscal Impact: \$4,000.00, budgeted.
- 5.7 Second Amendment to Education Affiliation Agreement – Community Hospital of San Bernardino
Ratification of the Second Amendment to Education Affiliation Agreement between Victor Valley Community College District and Community Hospital of San Bernardino. The period of this agreement is March 1, 2015 through February 29, 2016.
- 5.8 PULLED FOR SEPARATE DISCUSSION (see agenda item 6.1)
FAILED Agreement– Cynosure New Media, Inc.
It was motioned by Trustee Henderson and seconded by Trustee Brady (Brady, Yes, Henderson, No, Tortorici, No, Wood, No, Pinkerton, No. 4-1) to ratify the agreement between Victor Valley Community College District and Cynosure New Media, Inc. for creating a customized, online, media-based, self-guided orientation program. The term for this agreements begins on the date of contract execution and continues for a period of 4-6 months until completion. Fiscal Impact: Not to exceed \$48,510.00, Student Support Success Programs (SSSP) Funds.
- 5.9 Agreement– Clubcorp Spring Valley Lake Country Club
Ratification of the agreement between Victor Valley Community College District and Clubcorp Spring Valley Lake Country Club for facility use. The period of this agreement is May 6, 2015. Fiscal Impact: \$798.34, budgeted item.
- 5.10 Renewal - Library Online Database Subscriptions
Ratification of an online database subscriptions through the Community College Library Consortium for the period July 1, 2015 through June 30, 2016. Fiscal Impact: \$25,053.61, budgeted.
- 5.11 Independent Contractor Agreements – Marcus Gonzalez and John Sims
Ratification of the Independent Contractor Agreements between Victor Valley Community College District and Marcus Gonzalez and John Sims to provide Auto Department inspections to ensure up to industry standards. The service period for this agreement is April 1, 2015 through May 30, 2015. Fiscal Impact: Not to exceed \$500.00 (\$250 each), budgeted item.

- 5.12 Agreement – Riverside Community College
Ratification of the agreement between Victor Valley Community College District and Riverside Community College for the sponsorship of twenty-one (21) attendees for the 2015 Regional CTE Teacher Training Conference as outlined in the Deputy Sector Navigator objectives. The period of this agreement is March 18, 2015 through June 30, 2015. Fiscal Impact: \$16,500.00 Grant Funded (Workforce Employment Development Department through the California Community College Chancellor's Office (DSN Grant)).
- 5.13 Agreement– Centertrack System
Ratification of the agreement between Victor Valley Community College District and Centertrack System to provide an internet Web based software program that is fully automated for the Child Development Lab enrollment process, building case files and tracking attendance required by the California Department of Education. The period of this agreement is April 14, 2015 through April 13, 2016 and will be automatically renewed for an additional twelve-month period unless either Party provides sixty (60) calendar days notice prior to the end of the current 12 month period. Fiscal Impact: Total first year \$4,880.00, Total monthly cost after 12 months \$127.00 per month or \$1,524.00 annually, budgeted, Fund 72.
- 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 academic workshops/training to GEAR UP students at GEAR UP partner school sites. The service period for this agreement is April 15, 2015 through May 28, 2015 Fiscal Impact: Not to exceed \$5,000.00, budgeted, Grant Funded Federal GEAR UP grant.
- 5.15 Non-Classified Employees
Ratification of the appointments as listed. Fiscal Impact: Budgeted
- 5.16 Rental Agreement – United Rentals
Ratification of the agreement between Victor Valley Community College District and United Rentals for the use of a scissor lift at the Regional Public Safety Training Center (RPSTC). Fiscal Impact: \$691.60, Fund 71.
- 5.17 Increase Contract Amount – Merrell-Johnson Companies
Ratification of the increase of the contract amount between Victor Valley Community College District and Merrell-Johnson Companies for material testing and special inspection services during the construction of the Dr. Prem Reddy Health and Science Building project as required by the Division of State Architect's office. Fiscal Impact: Estimated at \$50,000.00, Local Bond Funded.
- 5.18 Board of Trustees Budget Transfer Request Report
Approval of the budget transfers as submitted. Fiscal Impact: None
- 5.19 Furniture, Fixtures & Equipment (FF&E) Purchase – Hill-Rom, Inc.
Ratification of the FF&E purchase between Victor Valley Community College District and Hill-Rom, Inc. to supply hospital beds at the Dr. Prem Reddy Health and Sciences Building. Fiscal Impact: \$58,244.64 Local Bond Funded.
- 5.20 Furniture, Fixtures & Equipment (FF&E) Purchase – Olpin Group
Ratification of the FF&E purchase between Victor Valley Community College District and Olpin Group to supply furnishings at the Dr. Prem Reddy Health and Sciences Building. Fiscal Impact: \$60,593.80, Local Bond Funded.

- 5.21 Notice of Completion - Climatec
Ratification of the Notice of Completion for Climatec for work completed to install energy efficient multi-zone air handling units in the Liberal Arts Building #30, the Science Building #31, and the Allied Health Building #32. The agreement was originally Board approved on December 9, 2014. Fiscal Impact: None
- 5.22 Agreement Renewal – Intelli Track
Ratification of the renewal agreement between Victor Valley Community College District and Intelli Track for fixed assets support, this allows various departments to track and monitor purchased computer and media equipment for all Victor Valley College sites. Term: 5/1/15-6/30/16. Fiscal Impact: \$895.00, budgeted item.
- 5.23 Agreement Renewal – Dell, Inc.
Ratification of the renewal agreement between Victor Valley Community College District and Dell, Inc. for KACE 1000 which allows for central inventory of hardware, software and third party patch management and KACE 2000 which allows for rapid distribution of upgraded or new workstations on the VVC network. Term: 5/7/15-6/30/16. Fiscal Impact: \$17,260.00, budgeted item.
- 5.24 Deleted Agreement Renewal – Tricade
Ratification of the renewal agreement between Victor Valley Community College District and Tricade to continue hardware and software maintenance for the HP Blade Server. Maintenance was previously provided by IMPEX and the five year agreement recently expired. Term: 2/5/15-6/30/16. (Item # IN-90 on the Campus Technology Project list). Fiscal Impact: \$4,620.09, budgeted item.
- 5.25 Amended Agreement - Public Economics
Ratification of the amended agreement between Victor Valley Community College District and Public Economics to included additional budget In the amount of \$10,000 through June 30, 2015. The amendment is required to proceed with collecting correct pass-through payments due to the District from the successor's agencies. Fiscal Impact: \$10,000.00, Fund 7.1.
- 5.26 Board of Trustees Payments Reports
Approval of the Board of Trustees Payments Reports. Fiscal Impact: None
- 5.27 Agreement – Metalogix
Ratification of the agreement between Victor Valley Community College District and Metalogix for the maintenance and support of ControlPoint and SharePoint Backup Software. This software will allow VVC to transfer, secure and protect our SharePoint/Datatel Portal system using a number of features. Term: 4/30/15-6/30/16. (Item # IN-91 on the Campus Technology Project list). Fiscal Impact: \$8,161.11, budgeted item.
- 5.28 Agreement Renewal – Namescape
Ratification of the agreement between Victor Valley Community College District and Namescape for rDirectory and myPassword licenses to allow management, maintenance and password changes for all student, faculty and staff accounts. Term: 4/30/15-4/29/16. Fiscal Impact: \$9,104.00, budgeted item.
- 5.29 Agreement Renewal – Visual Click Software, Inc.
Ratification of the agreement between Victor Valley Community College District and Visual Click Software, Inc. for perpetual licenses, maintenance and support for 1900 enabled users, objects, this will allow VVC to monitor the serves at Victor Valley College. Term: 6/1/15-6/30/16. Fiscal Impact: \$19,473.00, budgeted item.

- 5.30 Amendment 1 to SCLA Standard Sublease Agreement
Approval of the renewal of the SCLA Standard Sublease Agreement (Buildings 717B & 732) for continued use of the facilities at SCLA for the Victor Valley College/SCLA School of Aviation Technology. Fiscal Impact: None

ACTION AGENDA

6. BOARD OF TRUSTEES

- 6.1 Separate approval of items pulled from consent agenda

- 6.2 Vote for the CCCT Board

It was MSC (Henderson/Wood, 5-0) to consider one vote for each of the seven vacancies for the CCCT board and take appropriate action. Fiscal Impact: None

Following discussion, it was motioned by Trustee Wood and seconded by Trustee Tortorici to select Ann Ransford, Janet Chaniot, Bernard Jones, Janet Green, Doug Otto and Tony Ontiveros for the CCCT board.

- 6.3 Spring Valley Lake Association Election

Public Comments: Jonathan Tasker, John Smith

It was motioned by Trustee Wood and seconded by Trustee Henderson to consider three (3) candidates for the election of the Spring Valley Lake Association's Board of Directors.

Following discussion it was motioned by Trustee Wood and seconded by Trustee Henderson, Henderson, 3-2, Brady, Yes, Pinkerton, Yes, Wood, Yes, Henderson No, Tortorici, No to cast all 19 votes on candidates Jonathan Tasker, John Smith and Lisa Verhagen.

- 6.4 Board Self – Evaluation

It was motioned by Trustee Tortorici and seconded by Trustee Pinkerton to appoint two Board members in April to determine the process to be used in Board self-evaluations.

Following discussion it was MSC (Henderson/Brady, 5-0) to select Trustees Pinkerton and Wood to determine the process to be used in Board self-evaluations.

10. ADMINISTRATIVE SERVICES

- 10.1 Purchase Agreement – VWR International, LLC dba Sargent Welch

It was MSC (Wood/Tortorici, 5-0) to approve the agreement between Victor Valley Community College District and VWR International, LLC dba Sargent Welch to purchase classroom furnishings and equipment for the Main Campus. Fiscal Impact: \$410,698.65, Physical Plant Instructional Support Grant.

- 10.2 Furniture, Fixtures & Equipment (FF&E) Purchase – G/M Business Interiors

It was MSC (Wood/Pinkerton, 5-0) to ratify of the FF&E purchase between Victor Valley Community College District and G/M Business Interiors for the Dr. Prem Reddy Health and Science Building. Fiscal Impact: \$170,718.41 includes applicable tax, freight and installation – Local Bond Funded.

- 10.3 Furniture, Fixtures & Equipment (FF&E) Purchase – Computer Comforts, Inc.

It was MSC (Pinkerton/Henderson, 5-0) to ratify the FF&E purchase between Victor Valley Community College District and Computer Comforts, Inc. for the Dr. Prem Reddy Health and Science Building. Fiscal Impact: \$70,946.48 – Local Bond Funded.

10.4 Agreement – California Highway Patrol

It was MSC (Henderson/Wood, 5-0) to approve the agreement between Victor Valley Community College District and California Highway Patrol for the use of the Weapons Range located at the Regional Public Safety Training Center (RPSTC). Fiscal Impact: \$78,333.00 **Income to the District** for the term of the two year agreement.

11. **HUMAN RESOURCES**

11.1 **DELETED** CSEA Agreement

Approval of the ratified articles as presented. Fiscal Impact: No impact to annual budget.

12. **INFORMATION/DISCUSSION**

12.1 Student Unpaid Internship Program – Nursery Products Services

Submitted as an informational item. Fiscal Impact: None

12.2 Student Unpaid Internship Program – City of Victorville

Submitted as an informational item. Fiscal Impact: None

12.3 Student Unpaid Internship Program – Ralph Winn Financial Advisors with Cetera Advisors

Submitted as an informational item. Fiscal Impact: None

12.4 Student Unpaid Internship Program – Angel's Films

Submitted as an informational item. Fiscal Impact: None

12.5 Vice President for Administrative Services Vacancy

Submitted as an informational item. Fiscal Impact: None

Trustee Wood left at 8:25 p.m.

Trustee Wood arrive at 8:27 p.m.

13. **PUBLIC COMMENTS RELATED TO NON-AGENDA ITEMS:** Donald Katona, Ed Burg, Rena Herek

14. **BOARD COMMUNICATION**

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

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

John Pinkerton: recently met with Joseph W Brady and the visiting accreditation team.

Joseph W. Brady: attended an ASB meeting. Asked for a whistleblower policy on the next Board agenda. Looking forward to the team building workshop and the education summit. Enjoyed meeting with the visiting accreditation team. Reminded members of the Board of Trustees of their Board responsibilities.

Dennis Henderson: proud of the students that went to Washington, DC. As well as the Model UN team. Student Trustee Monroy makes good solid reports.

Marianne Tortorici: attended the ACCJC forum and feels very positive about the commission getting us off of probation. Pleased to hear of the positive exit interview. Recently toured the

SCLA facility with President Wagner. Reminded the Trustees that by May 15th they will need to determine the rights of the Student Trustee. For next year, to take a look at the calendar and avoid having a Board meeting during spring break. Would like a report regarding the FTES if the college is not making FTES what the college's plan is for restoration.

Trustee Henderson left at 8:50 p.m.

Trustee Henderson arrived at 8:55 p.m.

Brandon Wood: wished his oldest daughter a happy birthday.

Amanda Monroy: provided an example of a travel report that ASB students are required to submit. Spoke on the recent ASB student trip to Washington, DC and thanked board for approving the travel. Thanked President Brady for coming to the last ASB meeting which demonstrates commitment to students. The ASB spring semester calendar was distributed and invited the Board to attend their meetings. ASB students are preparing for upcoming Student Senate trip where the various resolutions will be presented.

15. ADJOURNMENT

It was MSC (Pinkerton/Henderson, 5-0) to adjourn the meeting at 9:05 p.m.

Brandon Wood, Clerk

Date Approved

the 1990s, the number of people with a mental health problem has increased in the UK (Mental Health Act 1983).

There is a growing awareness of the need to improve the lives of people with mental health problems. The Department of Health (1999) has set out a vision for the future of mental health care in the UK. This vision is based on the following principles:

- People with mental health problems should be treated as individuals, with their own needs and wishes.
- People with mental health problems should be given the opportunity to participate in decisions about their care and treatment.
- People with mental health problems should be given the opportunity to live in their own homes and communities.

The Department of Health (1999) has also set out a number of key objectives for the future of mental health care in the UK:

- To reduce the number of people with mental health problems who are admitted to hospital.
- To improve the quality of care and treatment for people with mental health problems.
- To improve the support and services available to people with mental health problems.

The Department of Health (1999) has also set out a number of key actions for the future of mental health care in the UK:

- To develop a national strategy for mental health care.
- To improve the training and education of mental health professionals.
- To improve the research and development of mental health care.

The Department of Health (1999) has also set out a number of key challenges for the future of mental health care in the UK:

- To address the needs of people with severe and enduring mental health problems.
- To address the needs of people with mental health problems who are at risk of violence.
- To address the needs of people with mental health problems who are in contact with the criminal justice system.

The Department of Health (1999) has also set out a number of key messages for the future of mental health care in the UK:

- People with mental health problems should be treated as individuals, with their own needs and wishes.
- People with mental health problems should be given the opportunity to participate in decisions about their care and treatment.
- People with mental health problems should be given the opportunity to live in their own homes and communities.

The Department of Health (1999) has also set out a number of key actions for the future of mental health care in the UK:

- To develop a national strategy for mental health care.
- To improve the training and education of mental health professionals.
- To improve the research and development of mental health care.

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

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

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

SUBMITTED BY: Arthur Lopez, Dean, Student Services

RECOMMENDED BY: Peter Maphumulo 

APPROVED BY: Roger W. Wagner 

Description/Background:

The District wishes to amend the existing Subrecipient Contract Agreement with Victor Valley Union High School District, originally approved at the June 11, 2013 Board of Trustees meeting, increasing the allocation amount from \$150,000 to \$200,000. The term of this agreement goes through July 14, 2015.

Need:

The increase will cover anticipated 2015 summer school expenses.

Fiscal Impact:

Budgeted. \$50,000 – GEAR UP FEDERALLY FUNDED GRANT

Recommended Action:

It is recommended by the Superintendent/President that the Board of Trustees amend the existing Subrecipient Contract Agreement with Victor Valley Union High School District, originally approved at the June 11, 2013 Board of Trustees meeting, increasing the allocation amount from \$150,000 to \$200,000, an increase of \$50,000. The term of this agreement goes through July 14, 2015.

Legal Review: YES X NOT APPLICABLE ___

Reference for Agenda: YES ___ NO X

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

BOARD CONSENT BOARD ACTION BOARD INFORMATION (no action required)

TOPIC: AGREEMENT: THE PRINCETON REVIEW

SUBMITTED BY: Patricia Bejarano-Vera, GEAR UP Program

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 The Princeton Review to provide AP test preparation services and online tutoring to GEAR UP students at GEAR UP partner school sites. The service period for this agreement is from April 15, 2015 through July 14, 2015.

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

Need:

To provide AP test preparation services and Online Tutoring to GEAR UP students at GEAR UP partner school sites.

Fiscal Impact:

Budgeted. Total contract fee: \$49,900 (minimum commitment -based on 100 students)
\$63,865 (based on 135 students) - Federal GEAR UP Grant funded

Recommended Action:

It is recommended by the Superintendent/President that the Board of Trustees ratify this agreement with The Princeton Review to provide AP test preparation services and online tutoring to GEAR UP students at GEAR UP partner school sites. The service period for this agreement is from April 15, 2015 through July 14, 2015.

Legal Review: YES NOT APPLICABLE

Reference for Agenda: YES NO

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

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

TOPIC: INDEPENDENT CONTRACTOR AGREEMENT - TROY STRAND

SUBMITTED BY: Lisa Kiplinger Kennedy, Deputy Sector Navigator

RECOMMENDED BY: Peter Maphumulo 

APPROVED BY: Roger Wagner 

Description/Background:

The Victor Valley Community College District wishes to ratify an Independent Contractor Agreement with Troy Strand to speak and present at the Green Energy Entrepreneur Workshop Series, as outlined in the Deputy Sector Navigator objectives. The period of this agreement is March 31, 2015.

Need:

This promotes entrepreneurialism, small business growth, and workforce training to increase employment, improve business success and growth to create more employment opportunities. This will also provide resources for continued economic advancement within the region.

Fiscal Impact:

Budgeted. \$500.00 - Grant funded from the Workforce Employment Development Department through the California Community College Chancellor's Office (DSN Grant).

Recommended Action:

It is recommended by the Superintendent/President that the Board of Trustees ratify an Independent Contractor Agreement with Troy Strand to speak and present at the Green Energy Entrepreneur Workshop Series, as outlined in the Deputy Sector Navigator objectives. The period of this agreement is March 31, 2015.

Legal Review: YES NOT APPLICABLE

Reference for Agenda: YES NO

the 1990s, the number of people in the UK who are aged 65 and over has increased from 10.5 million to 13.5 million, and the number of people aged 75 and over has increased from 4.5 million to 6.5 million (Office for National Statistics 2000).

There is a growing awareness of the need to address the needs of older people, and the need to ensure that the health care system is able to meet the needs of this population. The Department of Health (2000) has identified the need to improve the health care system for older people, and has set out a number of key objectives for the health care system to meet the needs of older people.

The Department of Health (2000) has identified the need to improve the health care system for older people, and has set out a number of key objectives for the health care system to meet the needs of older people. The objectives are to improve the health care system for older people, and to ensure that the health care system is able to meet the needs of this population.

The Department of Health (2000) has identified the need to improve the health care system for older people, and has set out a number of key objectives for the health care system to meet the needs of older people. The objectives are to improve the health care system for older people, and to ensure that the health care system is able to meet the needs of this population.

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

BOARD CONSENT BOARD ACTION BOARD INFORMATION (no action required)

TOPIC: INDEPENDENT CONTRACTOR AGREEMENT - JOSEPH DESMOND

SUBMITTED BY: Lisa Kiplinger Kennedy, Deputy Sector Navigator

RECOMMENDED BY: Peter Maphumulo 

APPROVED BY: Roger W. Wagner 

Description/Background:

The Victor Valley Community College District wishes to enter into an Independent Contractor Agreement with Joseph Desmond to speak and present at the Green Energy Entrepreneur Workshop Series, as outlined in the Deputy Sector Navigator objectives. The period of this agreement is March 31, 2015.

Need:

This promotes entrepreneurialism, small business growth, and workforce training to increase employment, improve business success and growth to create more employment opportunities. This will also provide resources for continued economic advancement within the region.

Fiscal Impact:

Budgeted. \$500.00 - Grant funded from the Workforce Employment Development Department through the California Community College Chancellor's Office (DSN Grant).

Recommended Action:

It is recommended by the Superintendent/President that the Board of Trustees ratify the between Victor Valley Community College District and Joseph Desmond to speak and present at the Green Energy Entrepreneur Workshop Series, as outlined in the Deputy Sector Navigator objectives. The period of this agreement is March 31, 2015.

Legal Review: YES NOT APPLICABLE

Reference for Agenda: YES NO

the 1990s, the number of people with a mental health problem has increased in the UK (Mental Health Act 1983).

There is a growing awareness of the need to improve the lives of people with mental health problems. The Department of Health (1999) has set out a strategy for mental health care in the UK. The strategy is based on the following principles:

- People with mental health problems should be treated as individuals and not as a group.
- People with mental health problems should be given the opportunity to participate in decisions about their care.
- People with mental health problems should be given the opportunity to live in their own homes and communities.

The strategy also sets out a number of objectives for the mental health services:

- To reduce the number of people with mental health problems who are admitted to hospital.
- To improve the quality of care for people with mental health problems.
- To improve the support and services available to people with mental health problems.

The strategy also sets out a number of actions that need to be taken to achieve these objectives:

- To improve the training and skills of mental health professionals.
- To improve the coordination of services between different agencies.
- To improve the availability of services in rural areas.

The strategy also sets out a number of measures that need to be taken to improve the support and services available to people with mental health problems:

- To improve the availability of housing for people with mental health problems.
- To improve the availability of employment opportunities for people with mental health problems.
- To improve the availability of social and leisure activities for people with mental health problems.

The strategy also sets out a number of measures that need to be taken to improve the quality of care for people with mental health problems:

- To improve the quality of care in mental health hospitals.
- To improve the quality of care in community mental health teams.
- To improve the quality of care in primary care settings.

The strategy also sets out a number of measures that need to be taken to improve the support and services available to people with mental health problems:

- To improve the availability of information and advice for people with mental health problems.
- To improve the availability of support groups for people with mental health problems.
- To improve the availability of self-help resources for people with mental health problems.

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

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

TOPIC: INDEPENDENT CONTRACTOR AGREEMENT - JONATHAN PORT
SUBMITTED BY: Lisa Kiplinger Kennedy, Deputy Sector Navigator
RECOMMENDED BY: Peter Maphumulo *Peter Maphumulo*
APPROVED BY: Roger Wagner *Roger Wagner*

Description/Background:

The Victor Valley Community College District wishes to ratify an Independent Contractor Agreement with Jonathan Port to speak and present at the Green Energy Entrepreneur Workshop Series, as outlined in the Deputy Sector Navigator objectives. The period of this agreement is March 31, 2015.

Need:

This promotes entrepreneurialism, small business growth, and workforce training to increase employment, improve business success and growth to create more employment opportunities. This will also provide resources for continued economic advancement within the region.

Fiscal Impact:

Budgeted. \$500.00 - Grant funded from the Workforce Employment Development Department through the California Community College Chancellor's Office (DSN Grant).

Recommended Action:

It is recommended by the Superintendent/President that the Board of Trustees ratify an Independent Contractor Agreement with Jonathan Port to speak and present at the Green Energy Entrepreneur Workshop Series, as outlined in the Deputy Sector Navigator objectives. The period of this agreement is March 31, 2015.

Legal Review: YES NOT APPLICABLE

Reference for Agenda: YES NO

the 1990s, the number of people in the world who are under 15 years of age is expected to increase from 1.1 billion in 1990 to 1.4 billion in 2000. The number of people aged 65 and over is expected to increase from 250 million in 1990 to 450 million in 2000.

As a result of the demographic changes, the number of people in the world who are aged 15-64 years is expected to increase from 3.5 billion in 1990 to 4.5 billion in 2000. The number of people aged 65 and over is expected to increase from 250 million in 1990 to 450 million in 2000. The number of people aged 15-64 years is expected to increase from 3.5 billion in 1990 to 4.5 billion in 2000.

The number of people aged 15-64 years is expected to increase from 3.5 billion in 1990 to 4.5 billion in 2000. The number of people aged 65 and over is expected to increase from 250 million in 1990 to 450 million in 2000. The number of people aged 15-64 years is expected to increase from 3.5 billion in 1990 to 4.5 billion in 2000.

The number of people aged 15-64 years is expected to increase from 3.5 billion in 1990 to 4.5 billion in 2000. The number of people aged 65 and over is expected to increase from 250 million in 1990 to 450 million in 2000. The number of people aged 15-64 years is expected to increase from 3.5 billion in 1990 to 4.5 billion in 2000.

The number of people aged 15-64 years is expected to increase from 3.5 billion in 1990 to 4.5 billion in 2000. The number of people aged 65 and over is expected to increase from 250 million in 1990 to 450 million in 2000. The number of people aged 15-64 years is expected to increase from 3.5 billion in 1990 to 4.5 billion in 2000.

The number of people aged 15-64 years is expected to increase from 3.5 billion in 1990 to 4.5 billion in 2000. The number of people aged 65 and over is expected to increase from 250 million in 1990 to 450 million in 2000. The number of people aged 15-64 years is expected to increase from 3.5 billion in 1990 to 4.5 billion in 2000.

The number of people aged 15-64 years is expected to increase from 3.5 billion in 1990 to 4.5 billion in 2000. The number of people aged 65 and over is expected to increase from 250 million in 1990 to 450 million in 2000. The number of people aged 15-64 years is expected to increase from 3.5 billion in 1990 to 4.5 billion in 2000.

The number of people aged 15-64 years is expected to increase from 3.5 billion in 1990 to 4.5 billion in 2000. The number of people aged 65 and over is expected to increase from 250 million in 1990 to 450 million in 2000. The number of people aged 15-64 years is expected to increase from 3.5 billion in 1990 to 4.5 billion in 2000.

The number of people aged 15-64 years is expected to increase from 3.5 billion in 1990 to 4.5 billion in 2000. The number of people aged 65 and over is expected to increase from 250 million in 1990 to 450 million in 2000. The number of people aged 15-64 years is expected to increase from 3.5 billion in 1990 to 4.5 billion in 2000.

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

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

TOPIC: INDEPENDENT CONTRACTOR AGREEMENT - HERBERT MENDELSON

SUBMITTED BY: Lisa Kiplinger Kennedy, Deputy Sector Navigator

RECOMMENDED BY: Peter Maphumulo *Peter Maphumulo*

APPROVED BY: Roger Wagner *Roger Wagner*

Description/Background:

The Victor Valley Community College District wishes to ratify an Independent Contractor Agreement with Herbert Mendelsohn to speak and present at the Green Energy Entrepreneur Workshop Series, as outlined in the Deputy Sector Navigator objectives. The period of this agreement is March 31, 2015.

Need:

This promotes entrepreneurialism, small business growth, and workforce training to increase employment, improve business success and growth to create more employment opportunities. This will also provide resources for continued economic advancement within the region.

Fiscal Impact:

Budgeted. \$500.00 - Grant funded from the Workforce Employment Development Department through the California Community College Chancellor's Office (DSN Grant).

Recommended Action:

It is recommended by the Superintendent/President that the Board of Trustees ratify an Independent Contractor Agreement with Herbert Mendelsohn to speak and present at the Green Energy Entrepreneur Workshop Series, as outlined in the Deputy Sector Navigator objectives. The period of this agreement is March 31, 2015.

Legal Review: YES NOT APPLICABLE

Reference for Agenda: YES NO

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

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

TOPIC: INDEPENDENT CONTRACTOR AGREEMENT – CANNATARO'S

SUBMITTED BY: Lisa Kiplinger Kennedy, Deputy Sector Navigator

RECOMMENDED BY: Peter Maphumulo *Peter Maphumulo*

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

Description/Background:

The Victor Valley Community College District wishes to ratify an Independent Contractors Agreement with Cannataro's Family Italian Restaurant to cater lunch for the Green Energy Entrepreneur Workshop Series, as outlined in the Deputy Sector Navigator objectives. The period of this agreement is March 31, 2015.

Need:

This promotes entrepreneurialism, small business growth, and workforce training to increase employment, improve business success and growth to create more employment opportunities. This will also provide resources for continued economic advancement within the region.

Fiscal Impact:

Budgeted. \$560.00 - Grant funded from the Workforce Employment Development Department through the California Community College Chancellor's Office (DSN Grant).

Recommended Action:

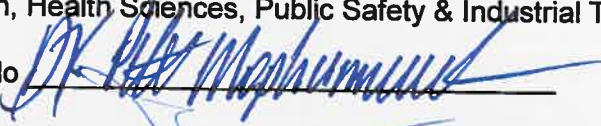

It is recommended by the Superintendent/President that the Board of Trustees ratify the Independent Contractor Agreement between Victor Valley Community College District and Cannataro's Family Italian Restaurant to provide catering for the Green Energy Entrepreneur Workshop Series. The period of this agreement is March 31, 2015.

Legal Review: YES ___ NOT APPLICABLE X ___

Reference for Agenda: YES ___ NO X ___

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM

BOARD CONSENT BOARD ACTION BOARD INFORMATION (no action required)

TOPIC: AGREEMENT - CAE HEALTHCARE, INC.
SUBMITTED BY: Pat Luther, Dean, Health Sciences, Public Safety & Industrial Technology
RECOMMENDED BY: Peter Maphumulo 
APPROVED BY: Roger W. Wagner 

Description/Background:

The District desires to ratify an agreement between Victor Valley Community College District and CAE Healthcare, Inc., for a two-year Support and Maintenance agreement for the Nursing Department's high-fidelity simulation mannequin. The period of this agreement is May 1, 2015 through April 30, 2017.

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

Need:

For the Registered Nursing program's high-fidelity simulation mannequin.

Fiscal Impact:

Budgeted item - \$9,028.00 – grant funded

Recommended Action:

It is recommended by the Superintendent/President that the Board of Trustees ratify an agreement between Victor Valley Community College District and CAE Healthcare, Inc., for a two-year Support and Maintenance agreement for the Nursing Department's high-fidelity simulation mannequin. The period of this agreement is May 1, 2015 through April 30, 2017.

Legal Review: YES NOT APPLICABLE

Reference for Agenda: YES NO

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM

BOARD CONSENT BOARD ACTION BOARD INFORMATION (no action required)

TOPIC: INDEPENDENT CONTRACTOR AGREEMENT – PAUL O'CONNELL
SUBMITTED BY: Pat Luther, Dean, Health Sciences, Public Safety & Industrial Technology
RECOMMENDED BY: Peter Maphumulo *Peter Maphumulo*
APPROVED BY: Roger W. Wagner *Roger W. Wagner*

Description/Background:

The district wishes to ratify an Independent Contractor Agreement between Victor Valley Community College District and Paul O'Connell to provide an evaluation on the Auto Departments training programs and evaluate them against industry standards as part of the National Automotive Technician Education Foundation (NATEF) Accreditation. The service period for this agreement is May 8, 2015.

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

Need:

To serve on the site team visit for the Automotive Department's five-year accreditation renewal.

Fiscal Impact:

Budgeted. Not to Exceed \$375 (to include honorarium and other itemized expenses)

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 Paul O'Connell to provide an evaluation on the Auto Departments training programs and evaluate them against industry standards as part of the National Automotive Technician Education Foundation (NATEF) Accreditation. The service period for this agreement is May 8, 2015.

Legal Review: YES NOT APPLICABLE

Reference for Agenda: YES NO

the 1990s, the number of people in the world who are undernourished has increased from 600 million to 800 million (FAO 2001).

There are a number of reasons for this increase. One of the main reasons is the increase in the world population. The world population is expected to increase from 6 billion in 1999 to 9 billion by 2050 (UN 2000). This increase in population is expected to be concentrated in the developing countries, where the population is expected to increase from 4 billion in 1999 to 7 billion by 2050 (UN 2000).

Another reason for the increase in undernourishment is the increase in the number of people who are living in poverty. The number of people living on less than \$1 per day has increased from 1 billion in 1990 to 1.2 billion in 2000 (World Bank 2001). This increase in poverty is expected to continue, with the number of people living on less than \$1 per day expected to reach 1.5 billion by 2020 (World Bank 2001).

A third reason for the increase in undernourishment is the increase in the number of people who are living in rural areas. The number of people living in rural areas has increased from 2 billion in 1990 to 2.5 billion in 2000 (World Bank 2001). This increase in rural population is expected to continue, with the number of people living in rural areas expected to reach 3 billion by 2020 (World Bank 2001).

There are a number of factors that contribute to the increase in undernourishment. One of the main factors is the increase in the number of people who are living in rural areas. This increase in rural population is expected to continue, with the number of people living in rural areas expected to reach 3 billion by 2020 (World Bank 2001).

Another factor is the increase in the number of people who are living in poverty. The number of people living on less than \$1 per day has increased from 1 billion in 1990 to 1.2 billion in 2000 (World Bank 2001). This increase in poverty is expected to continue, with the number of people living on less than \$1 per day expected to reach 1.5 billion by 2020 (World Bank 2001).

A third factor is the increase in the number of people who are living in rural areas. The number of people living in rural areas has increased from 2 billion in 1990 to 2.5 billion in 2000 (World Bank 2001). This increase in rural population is expected to continue, with the number of people living in rural areas expected to reach 3 billion by 2020 (World Bank 2001).

There are a number of factors that contribute to the increase in undernourishment. One of the main factors is the increase in the number of people who are living in rural areas. This increase in rural population is expected to continue, with the number of people living in rural areas expected to reach 3 billion by 2020 (World Bank 2001).

Another factor is the increase in the number of people who are living in poverty. The number of people living on less than \$1 per day has increased from 1 billion in 1990 to 1.2 billion in 2000 (World Bank 2001). This increase in poverty is expected to continue, with the number of people living on less than \$1 per day expected to reach 1.5 billion by 2020 (World Bank 2001).

A third factor is the increase in the number of people who are living in rural areas. The number of people living in rural areas has increased from 2 billion in 1990 to 2.5 billion in 2000 (World Bank 2001). This increase in rural population is expected to continue, with the number of people living in rural areas expected to reach 3 billion by 2020 (World Bank 2001).

Meeting Date: May 12, 2015

Item Number: 5.11

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

BOARD CONSENT BOARD ACTION BOARD INFORMATION (no action required)

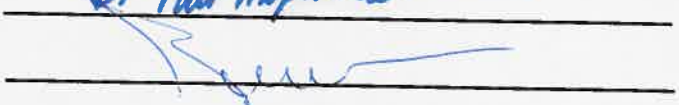
TOPIC: INDEPENDENT CONTRACTOR AGREEMENT – ANDREW MELGAR

SUBMITTED BY: EARTHA JOHNSON, PUENTE COORDINATOR

RECOMMENDED BY: Peter Maphumulo



APPROVED BY: Roger W. Wagner



Description/Background:

The Victor Valley Community College District wishes to ratify an Independent Contractor Agreement with Andrew Melgar for providing music for the PUENTE recognition dinner held June 9, 2015.

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

Need:

For PUENTE student's recognition dinner

Fiscal Impact:

Budgeted. \$350.00 - Grant funded through PUENTE

Recommended Action:

It is recommended by the Superintendent/President that the Board of Trustees ratify the Independent Contractor Agreement between Victor Valley Community College District and Andrew Melgar for providing music for the PUENTE recognition dinner held June 9, 2015.

Legal Review: YES NOT APPLICABLE

Reference for Agenda: YES NO

the 1990s, the number of people in the UK who are aged 65 and over has increased from 10.5 million to 13.5 million (15.5% of the population).

There is a growing awareness of the need to address the needs of older people, and the Government has set out a strategy for the 21st century in the White Paper on *Ageing Better: The Government's Strategy for Older People* (Department of Health 1999).

The White Paper sets out a vision of a society in which older people are able to live well, and to contribute to society. It identifies a number of key areas for action, including:

• Improving the health and well-being of older people.

• Improving the opportunities for older people to participate in society.

• Improving the support available to older people and their families.

• Improving the way in which services are provided to older people.

The White Paper also sets out a number of key objectives for the Government, including:

• To ensure that older people are able to live well, and to contribute to society.

• To ensure that older people are able to participate in society.

• To ensure that older people are able to live in their own homes, wherever possible.

• To ensure that older people are able to access the services and support that they need.

The White Paper also sets out a number of key actions for the Government, including:

• Improving the health and well-being of older people.

• Improving the opportunities for older people to participate in society.

• Improving the support available to older people and their families.

• Improving the way in which services are provided to older people.

The White Paper also sets out a number of key actions for the Government, including:

• Improving the health and well-being of older people.

• Improving the opportunities for older people to participate in society.

• Improving the support available to older people and their families.

• Improving the way in which services are provided to older people.

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

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

TOPIC: INDEPENDENT CONTRACTOR AGREEMENT – TECHNICAL ASSOCIATED SERVICES, LLC
SUBMITTED BY: Pat Luther, Dean, Health Sciences, Public Safety & Industrial Technology
RECOMMENDED BY: Peter Maphumulo *Peter Maphumulo*
APPROVED BY: Roger W. Wagner *Roger W. Wagner*

Description/Background:

The district wishes to ratify an Independent Contractor Agreement between Victor Valley Community College District and Technical Associated Services, LLC to provide equipment calibration in the Welding Department in compliance with the Los Angeles Department of Building & Safety. The service period for this agreement is April 1, 2015 through May 31, 2015.

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

Need:

To provide equipment calibration in the Welding Department so the program can continue to offer welding qualification testing.

Fiscal Impact:

Budgeted. Not to exceed \$500.

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 Technical Associated Services, LLC to provide equipment calibration in the Welding Department in compliance with the Los Angeles Department of Building & Safety. The service period for this agreement is April 1, 2015 through May 31, 2015.

Legal Review: YES ___ NOT APPLICABLE X

Reference for Agenda: YES ___ NO X

the first two cases, the first two terms of the series are the same, and the third term is different.

In the third case, the first two terms are different, and the third term is the same as the second term.

In the fourth case, the first two terms are different, and the third term is the same as the first term.

In the fifth case, the first two terms are different, and the third term is the same as the first term.

In the sixth case, the first two terms are different, and the third term is the same as the first term.

In the seventh case, the first two terms are different, and the third term is the same as the first term.

In the eighth case, the first two terms are different, and the third term is the same as the first term.

In the ninth case, the first two terms are different, and the third term is the same as the first term.

In the tenth case, the first two terms are different, and the third term is the same as the first term.

In the eleventh case, the first two terms are different, and the third term is the same as the first term.

In the twelfth case, the first two terms are different, and the third term is the same as the first term.

In the thirteenth case, the first two terms are different, and the third term is the same as the first term.

In the fourteenth case, the first two terms are different, and the third term is the same as the first term.

In the fifteenth case, the first two terms are different, and the third term is the same as the first term.

In the sixteenth case, the first two terms are different, and the third term is the same as the first term.

In the seventeenth case, the first two terms are different, and the third term is the same as the first term.

In the eighteenth case, the first two terms are different, and the third term is the same as the first term.

In the nineteenth case, the first two terms are different, and the third term is the same as the first term.

In the twentieth case, the first two terms are different, and the third term is the same as the first term.

In the twenty-first case, the first two terms are different, and the third term is the same as the first term.

In the twenty-second case, the first two terms are different, and the third term is the same as the first term.

In the twenty-third case, the first two terms are different, and the third term is the same as the first term.

In the twenty-fourth case, the first two terms are different, and the third term is the same as the first term.

In the twenty-fifth case, the first two terms are different, and the third term is the same as the first term.

In the twenty-sixth case, the first two terms are different, and the third term is the same as the first term.

In the twenty-seventh case, the first two terms are different, and the third term is the same as the first term.

In the twenty-eighth case, the first two terms are different, and the third term is the same as the first term.


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

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

TOPIC: RENTAL AGREEMENT – LA FIESTA PARTY RENTALS

SUBMITTED BY: Arthur Lopez, Dean of Student Services

RECOMMENDED BY: Peter Maphumulo 

APPROVED BY: Roger W. Wagner 

Description/Background:

The Victor Valley Community College District wishes to ratify a rental agreement with La Fiesta Party Rentals for equipment set up and tear down for the job fair being held May 7, 2015.

Need:

To accommodate community members and businesses wishing to participate.

Fiscal Impact:

Budgeted. \$432.80 – Federal Work Study

Recommended Action:

It is recommended by the Superintendent/President that the Board of Trustees ratify the rental agreement with La Fiesta Party Rentals for equipment set up and tear down for the job fair being held May 7, 2015.

Legal Review: YES NOT APPLICABLE

Reference for Agenda: YES NO

the 1990s, the number of people with a diagnosis of schizophrenia has increased in many countries (1).

There is a growing awareness of the need to improve the lives of people with schizophrenia. The World Health Organization (WHO) has developed a strategy for the care of people with schizophrenia, which is based on the principles of recovery, self-help, and social inclusion (2).

One of the key components of this strategy is the development of self-help programmes. These programmes are designed to help people with schizophrenia to manage their symptoms, improve their social skills, and participate in the community (3).

Self-help programmes can be delivered in a variety of ways, including through group sessions, individual sessions, and self-help materials (4). They can also be delivered through a range of media, including print, audio, and video (5).

There is a growing body of evidence to suggest that self-help programmes can be effective in helping people with schizophrenia to manage their symptoms and improve their social skills (6). They can also help to reduce the need for hospitalization and improve the quality of life (7).

One of the challenges of developing self-help programmes for people with schizophrenia is the need to ensure that they are accessible and acceptable to the target population (8). This requires a thorough understanding of the needs and preferences of people with schizophrenia (9).

There is a need for more research to evaluate the effectiveness of self-help programmes for people with schizophrenia (10). This research should focus on the development of self-help programmes that are tailored to the needs of people with schizophrenia (11).

There is also a need for more research to evaluate the impact of self-help programmes on the quality of life of people with schizophrenia (12). This research should focus on the development of self-help programmes that are designed to improve the quality of life of people with schizophrenia (13).

There is a need for more research to evaluate the cost-effectiveness of self-help programmes for people with schizophrenia (14). This research should focus on the development of self-help programmes that are cost-effective (15).

There is a need for more research to evaluate the sustainability of self-help programmes for people with schizophrenia (16). This research should focus on the development of self-help programmes that are sustainable (17).

There is a need for more research to evaluate the acceptability of self-help programmes for people with schizophrenia (18). This research should focus on the development of self-help programmes that are acceptable to the target population (19).

There is a need for more research to evaluate the feasibility of self-help programmes for people with schizophrenia (20). This research should focus on the development of self-help programmes that are feasible (21).

There is a need for more research to evaluate the impact of self-help programmes on the social inclusion of people with schizophrenia (22). This research should focus on the development of self-help programmes that are designed to improve the social inclusion of people with schizophrenia (23).

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

BOARD CONSENT BOARD ACTION BOARD INFORMATION (no action required)

TOPIC: CURRICULUM CHANGES

SUBMITTED BY: Rolando Regino, Dean of Instruction

RECOMMENDED BY: Peter Maphumulo *Peter Maphumulo*

APPROVED BY: Roger Wagner *Roger Wagner*

Description/Background:

The College Curriculum Committee meets on a regular basis to review course changes that have been proposed by the instructional departments. The modifications of existing courses and the proposed new courses that were approved by the committee on February 26, 2015, March 12, 2015, March 26, 2015 and April 9, 2015 are listed on the attached sheet.

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

Fiscal Impact:

None.

Recommended Action:

It is recommended by the Superintendent/President that the Board of Trustees approve the curriculum changes made on February 26, 2015, March 12, 2015, March 26, 2015 and April 9, 2015 and are listed on the attached sheet.

Legal Review: YES NOT APPLICABLE

Reference for Agenda: YES NO

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

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

TOPIC: AMENDED AGREEMENT - UNIVERSITY ENTERPRISES CORPORATION AT CSUSB

SUBMITTED BY: James Johnson, Director, Contract & Community Education

RECOMMENDED BY: Peter Maphumulo *Peter Maphumulo*

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

Description/Background:

The district wishes to amend an agreement originally board approved on November 11, 2014, between Victor Valley Community College District and University Enterprises Corporation @ CSUSB changing the maximum reimbursable amount from \$50,000 to \$42,000. The period of this agreement is March 9, 2015 through June 30, 2015.

Need:

Contract amendment

Fiscal Impact:

Change of maximum reimbursable amount from \$50,000 to \$42,000.

Recommended Action:

It is recommended by the Superintendent/President that the Board of Trustees amend an agreement originally board approved on November 11, 2014, between Victor Valley Community College District and University Enterprises Corporation @ CSUSB changing the maximum reimbursable amount from \$50,000 to \$42,000. The period of this agreement is March 9, 2015 through June 30, 2015.

Legal Review: YES X NOT APPLICABLE ___

Reference for Agenda: YES ___ NO ___

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM

BOARD CONSENT BOARD ACTION BOARD INFORMATION (no action required)

TOPIC: MEMBERSHIP RENEWAL
SUBMITTED BY: Pat Luther, Dean, Health Sciences, Public Safety & Industrial Technology
RECOMMENDED BY: Peter Maphumulo *Peter Maphumulo*
APPROVED BY: Roger W. Wagner *Roger W. Wagner*

Description/Background:

The district wishes to approve the renewal of the following individual membership:
2014-2015 Society for Simulation in Healthcare
Brian J. Hendrickson (Clinical Coordinator/Simulation Coordinator) Amount: \$175.00.

Need:

For the EMS Department

Fiscal Impact:

Budgeted. \$175 - The size and scope of the district's EMS Program does not warrant an institutional membership.

Recommended Action:

It is recommended by the Superintendent/President that the Board of Trustees approve the individual membership to Society for Simulation in Healthcare for Brian Hendrickson.

Legal Review: YES NOT APPLICABLE

Reference for Agenda: YES NO

the 1990s, the number of people in the UK who are aged 65 and over has increased from 10.5 million to 13.5 million, and the number of people aged 75 and over has increased from 4.5 million to 6.5 million (Office for National Statistics 2000).

There is a growing awareness of the need to address the needs of older people, and the need to ensure that the health care system is able to meet the needs of older people. The Department of Health (2000) has published a strategy for older people, which sets out the government's commitment to older people and the need to ensure that the health care system is able to meet the needs of older people.

The strategy for older people is based on the following principles: (1) older people should be able to live independently in their own homes; (2) older people should be able to access the health care services they need; (3) older people should be able to participate in the decisions that affect their lives; (4) older people should be able to live in a safe and secure environment; (5) older people should be able to access the services they need to live well.

The strategy for older people is based on the following principles: (1) older people should be able to live independently in their own homes; (2) older people should be able to access the health care services they need; (3) older people should be able to participate in the decisions that affect their lives; (4) older people should be able to live in a safe and secure environment; (5) older people should be able to access the services they need to live well.

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

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

TOPIC: CONTRACT – RIO TINTO CUSTOMIZED FIRE TRAINING

SUBMITTED BY: James Johnson, Contract & Community Education Manager

RECOMMENDED BY: Peter Maphumulo 

APPROVED BY: Roger W. Wagner 

Description/Background:

The district wishes to ratify a contract between Victor Valley Community College District and Rio Tinto/Borax. Officials from Rio Tinto/Borax approached faculty from the VVC Fire Technology program for customized training to be performed at the Victor Valley College Regional Public Safety Training Center. Fire Tech personnel coordinated with Contract Education to deliver this customized training for an important business partner. The period of this contract is May 18 – 22, 2015.

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

Need:

Rio Tinto is a major manufacturer in the High Desert mining industry. Their front-line employees require specific firefighting skills upgrade training.

Fiscal Impact:

Income to District: \$37,620

Recommended Action:

It is recommended that the Superintendent/President ratify the contract with Rio Tinto/Borax for customized training with the VVC Fire Technology program to be held at the Victor Valley College Regional Public Safety Training Center. The period of this contract is May 18 – 22, 2015.

Legal Review: YES NOT APPLICABLE

Reference for Agenda: YES NO

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

BOARD CONSENT BOARD ACTION BOARD INFORMATION (no action required)

TOPIC: AMENDED INDEPENDENT CONTRACT AGREEMENT – TERRANCE KURTZ

SUBMITTED BY: Jaye Tashima, Athletic Director

RECOMMENDED BY: Peter Maphumulo *Peter Maphumulo*

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

Description/Background:

The District desires to amend an Independent Contractor Agreement, originally board approved on January 13, 2015, between Victor Valley Community College District and Terrance Kurtz, increasing the fiscal impact by \$800. The period of this agreement is September 1, 2014 through May 30, 2015.

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

Need:

To showcase additional athletic sporting events not included in the original estimate.

Fiscal Impact:

Budgeted item. Not to exceed \$2,000.00

Recommended Action:

It is recommended by the Superintendent/President that the Board of Trustees amend an Independent Contractor Agreement, originally board approved on January 13, 2015, between Victor Valley Community College District and Terrance Kurtz, increasing the fiscal impact by \$800. The period of this agreement is September 1, 2014 through May 30, 2015.

Legal Review: YES NOT APPLICABLE


Reference for Agenda: YES NO

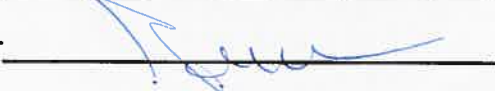
**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM**

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

TOPIC: AGREEMENT – EDUCATION TO GO

SUBMITTED BY: Ginger Ontiveros, Executive Director VVC Foundation

RECOMMENDED BY: Peter Maphumulo 

APPROVED BY: Roger W. Wagner 

Description/Background:

The District wishes to amend an agreement originally board approved on May 14, 2013, between Victor Valley Community College and Education to Go, adding an addendum relating to scope of compliance. The period of this agreement begins August 27, 2012 through August 26, 2017 or until terminated, upon 30 days written notice by either party.

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

Need:

Agreement addendum.

Fiscal Impact:

Potential annual revenue to the District estimated to be \$15,000-\$20,000. Enrollment fees vary per online class selected. The District is to receive between 15% to 35% of enrollment fee depending upon the course amount.

Recommended Action:

It is recommended by the Superintendent/President that the Board of Trustees amend an agreement, originally approved on May 14, 2013, between Victor Valley Community College and Education to Go adding an addendum relating to scope of compliance. The period of this agreement begins August 27, 2012 through August 26, 2017 or until terminated, upon 30 days written notice by either party.

Legal Review: YES X NOT APPLICABLE ___

Reference for Agenda: YES ___ NO X

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

BOARD CONSENT BOARD ACTION BOARD INFORMATION (no action required)

TOPIC: OUT OF COUNTRY TRAVEL – LATIN AMERICA
SUBMITTED BY: Hamid Eydgahi, Dean, STEM
RECOMMENDED BY: Peter Maphumulo *Peter Maphumulo*
APPROVED BY: Roger W. Wagner *Roger W. Wagner*

Description/Background:

The District wishes to approve out of country travel to Latin America (Costa Rica, Cuba, Panama). The travel is required of students who are registered in Biology 98/250, "International Natural History" during the 2015 summer session from June 30, 2015, through July 17, 2015. Students will be accompanied by Professor of Biology, Dr. Hinrich Kaiser.

Students:

- | | | |
|---------------------|------------------|-----------------|
| Jesus Alvarez | Tessa Edwards | I'Tavia Peters |
| Kimberly Antekeier | Gerardo Gonzalez | Ruby Resendez |
| Timothy Baum | Serina Harvey | Kaitlin Rickerl |
| McKenna Chamberlain | Jose Huerta | Deanna Downing |
| Justin Nunez | | |

Need:

Compliance with Board Policy 4300

Fiscal Impact:

None. All expenses will be borne by the students and Dr. Kaiser

Recommended Action:

It is recommended by the Superintendent/President that Board of Trustees approve out of country travel to Latin America (Costa Rica, Cuba, Panama). The travel is required of students who are registered in Biology 98/250 during the 2015 summer session from June 30, 2015, through July 17, 2015. Students will be accompanied by Professor of Biology, Dr. Hinrich Kaiser.

Legal Review: YES NOT APPLICABLE

Reference for Agenda: YES NO

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

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

TOPIC: AMENDED INDEPENDENT CONTRACTOR AGREEMENT:
MARIAELENA HUIZAR

SUBMITTED BY: Patricia Bejarano-Vera, GEAR UP Program

RECOMMENDED BY: Peter Maphumulo 

APPROVED BY: Roger W. Wagner 

Description/Background:

The district wishes to amend an Independent Contractor Agreement between Victor Valley Community College District and Mariaelena Huizar, originally ratified on January 13, 2015, increasing the fiscal impact by an additional \$10,000 (federally funded GEAR UP grant) for providing parenting services for parents at GEAR UP School sites for extended time through June 30, 2015.

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

Need:

To extend parenting services period to fulfill Independent Contractor Agreement obligation.

Fiscal Impact:

Budgeted. \$15,000 - GEAR UP Grant funded

Recommended Action:

It is recommended that the Board of Trustees amend an Independent Contractor agreement between Victor Valley Community College District and Mariaelena Huizar, originally approved on January 13, 2015, increasing the fiscal impact by an additional \$10,000 (federally funded GEAR UP grant) for providing parenting services at GEAR UP School sites for extended time through June 30, 2015.

Legal Review: YES ___ NOT APPLICABLE X

Reference for Agenda: YES ___ NO X

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM

BOARD CONSENT BOARD ACTION BOARD INFORMATION (no action required)

TOPIC: INCREASE IN CONTRACT AMOUNT – FORENSIC ANALYTICAL CONSULTING SERVICES, INC.

SUBMITTED BY: Deedee Orta, Administrative Services

RECOMMENDED BY: Deedee Orta *Deedee Orta*

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

Description/Background:

The District wishes to increase the contract amount with Forensic Analytical Consulting Services, Inc. for formaldehyde training and additional analysis and report generation. As stated in the original board item approved on March 10, 2015, the fiscal impact listed was based on the approved formaldehyde sampling and report generation; however, the increase in fiscal impact is based on the need for formaldehyde training as it pertains to Cal/OSHA requirements and additional analysis and report generation for final site visits.

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

Need:

After the initial testing, it is recommended by Keenan & Associates that follow up testing be performed to determine formaldehyde levels while the preparation and demonstration of cadavers is taking place. Additional analysis and test results will enable a more informed decision as to the future preparation and demonstration of cadavers while ensuring the safety of the staff, as well as the development of formaldehyde training as it pertains to Cal/OSHA requirements.

Fiscal Impact:

Not to exceed \$2,200.00 – Budgeted Item

Recommended Action:

This item has been approved by the Superintendent/President, and it is recommended that the Board of Trustees ratify the increase to the contract amount with Forensic Analytical Consulting Services, Inc. for formaldehyde training and additional analysis and report generation in an amount not to exceed \$2,200.00.

Legal Review: YES NOT APPLICABLE

Reference for Agenda: YES NO

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

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

TOPIC: AGREEMENT – G/M BUSINESS INTERIORS

SUBMITTED BY: Deedee Orta, Administrative Services

RECOMMENDED BY: Deedee Orta *Deedee Orta*

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

Description/Background:

The District wishes to enter into an agreement with G/M Business Interiors to purchase ergonomic equipment to minimize potential health risks.

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

Need:

To reduce the risk of injury including neck and shoulder pain, and upper and lower back pain as recommended through workstation evaluation.

Fiscal Impact:

\$643.92 – 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 G/M Business Interiors to purchase ergonomic equipment in the amount of \$643.92.

Legal Review: YES NOT APPLICABLE

Reference for Agenda: YES NO

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

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

TOPIC: BOARD OF TRUSTEES BUDGET TRANSFER REQUEST REPORT

SUBMITTED BY: Deedee Orta, Administrative Services

RECOMMENDED BY: Deedee Orta *Deedee Orta*

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

Description/Background:

The adopted budget represents our best estimates of both income and expenditures. As the year progresses, however, the college operations require that funds be transferred between expenditure types (i.e., full-time to hourly or supplies to equipment) to carry out the needs of the District. As provided in Title 5, Section 58307, the Board of Trustees may approve transfers between major expenditure classifications to allow for needed purchases. Unless otherwise noted, the transfers are within the unrestricted General Fund (Fund 01).

A copy of the original budget transfer 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 budget transfers as submitted.

Legal Review: YES NOT APPLICABLE

Reference for Agenda: YES NO

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

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

TOPIC: AGREEMENT – STRADLING, YOCCA, CARLSON AND RAUTH

SUBMITTED BY: Deedee Orta, Administrative Services

RECOMMENDED BY: Roger W. Wagner 

APPROVED BY: Roger W. Wagner 

Description/Background:

The District wishes to enter into an agreement with Stradling, Yocca, Carlson and Rauth to serve as special counsel in legal proceedings challenging the use of bond proceeds, effective January 26, 2015.

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

Need:

Legal services needed by the District pertaining to legal actions regarding bond-related expenditures.

Fiscal Impact:

Not to exceed: \$10,000 - Budgeted

Recommended Action:

It is recommended that the Board of Trustees approve the agreement for the legal services of Stradling, Yocca, Carlson and Rauth, effective January 26, 2015 in the amount not to exceed \$10,000.

Legal Review: YES NOT APPLICABLE

Reference for Agenda: YES NO

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM

BOARD CONSENT BOARD ACTION BOARD INFORMATION (no action required)

TOPIC: AGREEMENT – EXPERIAN CONSUMER SERVICES

SUBMITTED BY: Deedee Orta, Administrative Services

RECOMMENDED BY: Deedee Orta *Deedee Orta*

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

Description/Background:

The District wishes to enter into an agreement with Experian Consumer Services to provide credit monitoring services as needed to the Risk Management Department. This product helps detect possible misuse of personal information and provides identity protection support focused on immediate identification and resolution of identity theft. The period of this agreement is March 26, 2015 through March 26, 2016.

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

Need:

To provide credit monitoring services for Risk Management claims. There will only be a cost of \$92.02 to the District for each activation code provided.

Fiscal Impact:

Not to exceed \$2,500.00 – 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 Experian Consumer Services for credit monitoring services in an amount not to exceed \$2,500.00.

Legal Review: YES NOT APPLICABLE

Reference for Agenda: YES NO

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

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

TOPIC: CHANGE ORDER – MICON CONSTRUCTION, INC.
SUBMITTED BY: Steve Garcia, Facilities Construction
RECOMMENDED BY: Steve Garcia *Steve R Garcia*
APPROVED BY: Roger W. Wagner *R Wagner*

Description/Background:

The District wishes to submit for approval Change Order No. 01 from Micon Construction, Inc. During the course of construction various changes may be made which can both increase or decrease the cost of the project. The item below is the adjustment made and represents both direct and indirect costs of the contractor in performing or providing the work covered.

Provide and install (2) 18'x18'x18'x10' high fabric sails. \$18,735.30

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

Need:

This additional work is necessary to provide shade cover to the newly installed seating areas for student use. The total contract increase includes a deduction from the original cost of Change Order No. 01 which was taken from the contract contingency.

Fiscal Impact:

\$18,735.30 – Fund 71

Recommended Action:

This item has been approved by the Superintendent/President, and it is recommended that the Board of Trustees ratify the change order with Micon Construction, Inc. in the amount of \$18,735.30.

Legal Review: YES NOT APPLICABLE

Reference for Agenda: YES NO

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

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

TOPIC: NOTICE OF COMPLETION – MICON CONSTRUCTION, INC.

SUBMITTED BY: Steve Garcia, Facilities Construction

RECOMMENDED BY: Steve Garcia *Steve R Garcia*

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

Description/Background:

The District wishes to submit for approval a Notice of Completion for Micon Construction, Inc. for the Landscape Sustainability Phase II project. The agreement with Micon Construction, Inc. was originally Board approved on November 11, 2014.

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

Need:

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

Fiscal Impact: No fiscal impact.

Recommended Action:

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

Legal Review: YES NOT APPLICABLE

Reference for Agenda: YES NO

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

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

TOPIC: FURNITURE, FIXTURES & EQUIPMENT (FF&E) PURCHASE – OLPIN GROUP

SUBMITTED BY: Steve Garcia, Facilities Construction

RECOMMENDED BY: Steve Garcia *Steve R Garcia*

APPROVED BY: Roger W. Wagner *R Wagner*

Description/Background:

The District wishes to purchase a display case from Olpin Group for the Dr. Prem Reddy Health and Science Building, a voter approved, local bond funded project. Funding for the display case is part of the overall budgeted cost approved for the Dr. Prem Reddy Health and Science Building project through the Furniture, Fixtures, and Equipment (FF&E) budget.

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

Need:

The Dr. Prem Reddy Health and Science Building will open for the Fall Semester. The building must be furnished and equipped to meet the needs of students, faculty, staff and the community.

Fiscal Impact:

\$8,553.17 includes applicable tax, freight and installation – Local Bond Funded

Recommended Action:

This item has been approved by the Superintendent/President, and it is recommended that the Board of Trustees ratify the FF&E purchase agreement with Olpin Group for the Dr. Prem Reddy Health and Science Building, a local bond funded project, in the amount of \$8,553.17.

Legal Review: YES NOT APPLICABLE

Reference for Agenda: YES NO

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

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

TOPIC: BOARD OF TRUSTEES PAYMENTS REPORTS
SUBMITTED BY: Renee Reyes, Fiscal Services
RECOMMENDED BY: Karen Hardy *Karen Hardy*
APPROVED BY: Roger W. Wagner *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

Reference for Agenda: YES NO

the 1990s, the number of people in the world who are living in poverty has increased from 1.2 billion to 1.6 billion (World Bank 2000).

There are a number of reasons for this increase in poverty. One of the main reasons is the rapid population growth in the developing world. The population of the world is expected to reach 8 billion by the year 2025, with the majority of the increase occurring in the developing world (United Nations 2000).

Another reason for the increase in poverty is the rapid technological change in the developed world. The rapid technological change in the developed world has led to the displacement of many workers in the manufacturing sector, and the resulting increase in unemployment and poverty in the developing world.

There are a number of ways in which the world can reduce poverty. One of the most important ways is to increase the rate of economic growth in the developing world. This can be done by increasing investment in infrastructure, education, and health care.

Another way to reduce poverty is to improve the distribution of income in the developing world. This can be done by increasing the minimum wage, and by providing social safety nets for the poor.

There are a number of other ways in which the world can reduce poverty. These include increasing international trade, and providing technical assistance to the developing world.

The world has a long way to go if it is to reduce poverty. However, if we take the steps outlined above, we can make significant progress towards this goal.

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

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

TOPIC: AGREEMENT – NINTEX UK LTD
SUBMITTED BY: Sergio Oklander, Management Information Systems
RECOMMENDED BY: Frank Smith 
APPROVED BY: Roger W. Wagner 

Description/Background:

The District wishes to enter into an agreement with Nintex UK LTD to purchase software which will allow for the creation of SharePoint forms and processes in support of students, employees and community members. Term 3/25/15 – 6/30/16 (Item # IN-92, on the Campus Technology Project list).

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

Need:

The Nintex software will dramatically reduce the use of paper forms across the institution while enabling online review and approval processes. Capabilities range from a simple form submission (i.e.: student appeals, graduation verification) to complex approval processes (i.e.: employee absence, travel authorization, faculty contracts).

Fiscal Impact:

\$40,800.00 – 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 Nintex UK LTD in the amount of \$40,800.00.

Legal Review: YES NOT APPLICABLE

Reference for Agenda: YES NO


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

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

TOPIC: AGREEMENT RENEWAL – TRICADE

SUBMITTED BY: Frank Smith, Technology & Information Resources

RECOMMENDED BY: Frank Smith 

APPROVED BY: Roger W. Wagner 

Description/Background:

The District wishes to enter into an agreement with Tricade to continue hardware and software maintenance on the HP Blade Server. Maintenance was previously provided by IMPEX and the five year agreement recently expired. Term 2/5/15 – 6/30/16. (Item # IN-90, on the Campus Technology Project list).

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

Need:

This maintenance is needed to maintain servers and systems hardware in support of campus instructional and operational requirements, this also provides hardware replacement in the event of a failure.

Fiscal Impact:

\$8,342.91 – 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 Tricade in the amount of \$8,342.91.

Legal Review: YES NOT APPLICABLE

Reference for Agenda: YES NO

the 1990s, the number of people in the world who are living in poverty has increased from 1.2 billion to 1.6 billion (World Bank 2000).

There are a number of reasons for this increase. One of the main reasons is the rapid population growth in the developing world. The population of the world is expected to reach 8 billion by the year 2025, with the majority of the increase occurring in the developing world (United Nations 2000).

Another reason for the increase in poverty is the rapid technological change in the developed world. The rapid technological change has led to the displacement of many workers in the developed world, who are unable to find new jobs in the service sector. This has led to a large number of people in the developed world who are living in poverty.

There are a number of ways in which the world can reduce the number of people living in poverty. One way is to increase the rate of economic growth in the developing world. This can be done by increasing investment in infrastructure, education, and health care. Another way is to reduce the rate of population growth in the developing world.

There are a number of ways in which the world can reduce the number of people living in poverty in the developed world. One way is to increase the minimum wage. Another way is to provide more social services, such as unemployment benefits and housing assistance. A third way is to increase the number of jobs in the service sector.

There are a number of ways in which the world can reduce the number of people living in poverty in the future. One way is to increase the rate of economic growth in the developing world. Another way is to reduce the rate of population growth in the developing world. A third way is to increase the number of jobs in the service sector in the developed world.

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VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM

BOARD CONSENT BOARD ACTION BOARD INFORMATION (no action required)

TOPIC: AGREEMENT RENEWAL – VECTOR RESOURCES, INC.
SUBMITTED BY: Frank Smith, Technology & Information Resources, Inc.
RECOMMENDED BY: Frank Smith 
APPROVED BY: Roger W. Wagner 

Description/Background:

The District wishes to renew its support agreement with Vector Resources, Inc. for the Cisco Core Switch located in the main campus data center. Term 4/2/15 – 6/30/16.

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

Need:

This support is needed for the District's Cisco Core networking devices. These devices are critical to the effective operation of the network, and support of instructional and operational programs across the campus.

Fiscal Impact:

\$10,979.77 – 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 Vector Resources, Inc. in the amount of \$10,979.77.

Legal Review: YES NOT APPLICABLE

Reference for Agenda: YES NO

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

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

TOPIC: AGREEMENT RENEWAL – VECTOR RESOURCES, INC.
SUBMITTED BY: Frank Smith, Technology & Information Resources
RECOMMENDED BY: Frank Smith 
APPROVED BY: Roger W. Wagner 

Description/Background:

The District wishes to renew its support agreement with Vector Resources, Inc. for Fortinet. These service provide firewall protection from web based threats, allowing students, faculty and staff to use advanced web services and applications. Term 7/1/15 – 6/30/16.

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

Need:

This support is necessary to provide firewall protection from web based threats and attacks 24 hours a day. This support also provides network security and information integrity for the campus network, students, faculty, and staff, while providing enhanced services.

Fiscal Impact:

\$14,951.81 – 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 Vector Resources, Inc. in the amount of \$14,951.81.

Legal Review: YES NOT APPLICABLE

Reference for Agenda: YES NO

the 1990s, the number of people in the world who are living in poverty has increased from 1.2 billion to 1.6 billion (World Bank 2000).

There are a number of reasons for this increase in poverty. One of the main reasons is the rapid population growth in the developing world. The population of the world is expected to reach 8 billion by the year 2025 (United Nations 2000). This rapid population growth is putting a strain on the world's resources and is leading to a decrease in the amount of land available for agriculture.

Another reason for the increase in poverty is the rapid technological change in the developed world. The rapid technological change is leading to a decrease in the demand for low-skilled labour in the developed world. This is leading to a decrease in the number of jobs available for low-skilled workers in the developed world.

There are a number of ways in which the world can reduce poverty. One way is to increase the amount of land available for agriculture. This can be done by reforestation and soil conservation. Another way is to increase the demand for low-skilled labour in the developed world. This can be done by providing training and education for low-skilled workers.

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

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

TOPIC: AGREEMENT AMENDMENT – GRANICUS (VIDEO RECORDING EQUIPMENT)

SUBMITTED BY: Frank Smith, Technology & Information Resources

RECOMMENDED BY: Frank Smith 

APPROVED BY: Roger W. Wagner 

Description/Background:

The District wishes to amend its renewal agreement with Granicus, Inc. to extend the term of the maintenance contract that ended March 30, 2015, now extended to December 31, 2015. This managed service is for the monthly recording of Victor Valley College Board meetings. Term: 3/31/15 – 12/31/15.

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

Need:

This maintenance is for the broadcast and recording of monthly board meetings live via video streaming and made available to the public.

Fiscal Impact:

\$8,280.00 - 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 amendment with Granicus, Inc. in the amount of \$8,280.00.

Legal Review: YES NOT APPLICABLE

Reference for Agenda: YES NO

the 1990s, the number of people who have been employed in the public sector has increased in all countries.

There are two main reasons for the increase in public sector employment. First, the public sector has become a more important part of the economy. Second, the public sector has become a more important part of the labour market.

The public sector has become a more important part of the economy because of the increasing role of the state in providing social services.

The public sector has become a more important part of the labour market because of the increasing demand for public services.

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

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

TOPIC: AGREEMENT RENEWAL – DELL, INC. (SAFECONNECT)

SUBMITTED BY: Sergio Oklander, Management Information Systems

RECOMMENDED BY: Frank Smith 

APPROVED BY: Roger W. Wagner 

Description/Background:

The District wishes to renew its maintenance agreement with DELL, Inc. for SafeConnect. 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. Term 7/1/15 – 6/30/16.

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 SafeConnect system provides uninterrupted network security while allowing ease of access to users on the wireless network.

Fiscal Impact:

\$12,039.69 – 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 \$12,039.69.

Legal Review: YES ___ NOT APPLICABLE X ___

Reference for Agenda: YES ___ NO X ___

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

BOARD CONSENT BOARD ACTION BOARD INFORMATION (no action required)

TOPIC: AGREEMENT RENEWAL – LEXMARK ENTERPRISE SOFTWARE, LLC. (IMAGENOW)

SUBMITTED BY: Sergio Oklander, Management Information System

RECOMMENDED BY: Frank Smith 

APPROVED BY: Roger W. Wagner 

Description/Background:

The District wishes to renew its annual maintenance and support agreement with Lexmark Enterprise Software, LLC, formally known as Perceptive Software, LLC, for Enterprise Content Management System (ImageNow). Term 6/17/15 – 6/16/16 (year 4 of 5).

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

Need:

This is needed to support the Enterprise Content Management System that provides support for document imaging, e-forms, and workflow management across the institution.

Fiscal Impact:

\$30,992.00 – Budgeted Item

Recommended Action:

This item has been approved by the Superintendent/President, and it is recommended that the Board of Trustees ratify the agreement renewal with Lexmark Enterprise Software, LLC in the amount of \$30,992.00.

Legal Review: YES NOT APPLICABLE

Reference for Agenda: YES NO

the 1990s, the number of people in the world who are living in poverty has increased from 1.2 billion to 1.6 billion (World Bank 2000).

There are a number of reasons for this increase in poverty. One of the main reasons is the rapid population growth in the developing countries. The population of the world is expected to reach 8 billion by the year 2025 (United Nations 2000).

Another reason is the increasing inequality in the distribution of income. The rich countries are becoming richer, while the poor countries are becoming poorer. This is due to the fact that the rich countries are able to attract more investment and to develop their economies, while the poor countries are unable to do so.

There are also a number of other factors that contribute to the increase in poverty, such as the increasing cost of living, the increasing unemployment rate, and the increasing number of people who are living in slums and shanty towns.

The increase in poverty is a serious problem that needs to be addressed. There are a number of ways in which this problem can be solved, such as increasing investment in the developing countries, reducing inequality in the distribution of income, and providing social services to the poor.

It is important to note that the increase in poverty is not just a problem for the developing countries. It is also a problem for the developed countries. The increase in poverty in the developing countries is leading to a global crisis that will affect all of us.

Therefore, it is important for us to take action to solve this problem. We need to work together to reduce poverty and to create a more just and equitable world for all of us.

The increase in poverty is a complex problem that requires a multi-faceted approach. We need to address the underlying causes of poverty and to provide support to the poor in order to solve this problem.

It is our responsibility as citizens to take action to solve this problem. We need to vote for politicians who will support policies that will reduce poverty and create a more just and equitable world for all of us.

The increase in poverty is a global problem that requires a global solution. We need to work together to solve this problem and to create a more just and equitable world for all of us.

Therefore, let us all join together to solve this problem and to create a more just and equitable world for all of us. We need to work together to reduce poverty and to create a more just and equitable world for all of us.

The increase in poverty is a serious problem that needs to be addressed. There are a number of ways in which this problem can be solved, such as increasing investment in the developing countries, reducing inequality in the distribution of income, and providing social services to the poor.



It is important to note that the increase in poverty is not just a problem for the developing countries. It is also a problem for the developed countries. The increase in poverty in the developing countries is leading to a global crisis that will affect all of us.

Therefore, it is important for us to take action to solve this problem. We need to work together to reduce poverty and to create a more just and equitable world for all of us.

The increase in poverty is a complex problem that requires a multi-faceted approach. We need to address the underlying causes of poverty and to provide support to the poor in order to solve this problem.

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM

BOARD CONSENT BOARD ACTION BOARD INFORMATION (no action required)

TOPIC: LICENSE AGREEMENT RENEWAL – EUREKA
SUBMITTED BY: Peter Maphumulo, Executive Vice President, Instruction & Student Services
RECOMMENDED BY: Peter Maphumulo 
APPROVED BY: Roger W. Wagner 

Description/Background:

The District desires to ratify a renewal of a site license agreement with Eureka, a computerized career exploration program, for use within the Student Services Division. The period of this agreement is July 1, 2015 through June 30, 2016.

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

Need:

For student use in the Transfer Center

Fiscal Impact:

Budgeted. Not to exceed \$1,351.57

Recommended Action:

It is recommended by the Superintendent/President that the Board of Trustees ratify the renewal of a site license agreement with Eureka, a computerized career exploration program. The period of this agreement is July 1, 2015 through June 30, 2016.

Legal Review: YES NOT APPLICABLE

Reference for Agenda: YES NO

the 1990s, the number of people with a mental health problem has increased in the UK (Mental Health Act 1983, 1990).

There is a growing awareness of the need to address the needs of people with mental health problems in the workplace. The Health and Safety Commission (1997) has identified the need to address the needs of people with mental health problems in the workplace as a priority for research.

The purpose of this paper is to review the current state of knowledge on the needs of people with mental health problems in the workplace. The paper will first review the current state of knowledge on the needs of people with mental health problems in the workplace. The paper will then discuss the implications of this knowledge for the workplace.

The paper is organized as follows. The first section reviews the current state of knowledge on the needs of people with mental health problems in the workplace.

The second section discusses the implications of this knowledge for the workplace. The third section discusses the implications of this knowledge for the workplace. The fourth section discusses the implications of this knowledge for the workplace. The fifth section discusses the implications of this knowledge for the workplace.

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

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

TOPIC: 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 ___

SHORT-TERM WORKERS BOT APPROVAL LIST

VICTOR VALLEY COLLEGE NON-CLASSIFIED EMPLOYEES		Excel - NonClassified Log.xls		May 12, 2015	
REQUESTED DATES OF EMPLOYMENT	APPROVAL DATE	TYPE OF POSITION	POSITION	DEPARTMENT	DESCRIPTION OF DUTIES
Antekeier, Kim	06/08/15-07/10/15	Short-Term Worker	Bookstore Cashier	Bookstore	Assist pre-count inventory
Clemons, Erika	06/08/15-07/11/15	Short-Term Worker	Bookstore Cashier	Bookstore	Assist pre-count inventory
Gillespie, Allycin	06/08/15-07/10/15	Short-Term Worker	Bookstore Cashier	Bookstore	Assist pre-count inventory
Gutierrez, Laura	06/15/15-06/30/15	Short-Term Worker	Office Worker	Fiscal Services/Bursar	Assist staff during (rush)Summer and Fall registration
Gutierrez, Laura	07/01/15-09/18/15	Short-Term Worker	Office Worker	Fiscal Services/Bursar	Assist staff during (rush)Summer and Fall registration
Hutson, Hannah	06/08/15-07/10/15	Short-Term Worker	Bookstore Cashier	Bookstore	Assist pre-count inventory
Johnson, Nicole	06/08/15-07/10/15	Short-Term Worker	Bookstore Cashier	Bookstore	Assist pre-count inventory

SHORT-TERM WORKERS BOT APPROVAL LIST

VICTOR VALLEY COLLEGE NON-CLASSIFIED EMPLOYEES		Excel - NonClassified Log.xls	May 12, 2015
REQUESTED DATES OF EMPLOYMENT	APPROVAL DATE	TYPE OF POSITION	DEPARTMENT
NAME	DATE	POSITION	DESCRIPTION OF DUTIES
Marlatta-Martinez, Kortny	06/15/15-08/30/15	Short-Term Worker	Aux. Svcs Office Worker
Marlatta-Martinez, Kortny	08/31/15-09/19/15	Short-Term Worker	Aux. Svcs Office Worker
Mazola, Mary	06/08/15-07/10/15	Short-Term Worker	Bookstore Cashier
Pearson, Sonia	06/08/15-07/10/15	Short-Term Worker	Bookstore Cashier
Roberson-Smith, Ronna M.	04/22/15-06/03/15	Short-Term Worker-Ratify	HR Office Worker
Saruwatari, Krestin	06/15/15-06/30/15	Short-Term Worker	Fiscal Services/Bursar Office Worker

the 1990s, the number of people in the world who are living in poverty has increased from 1.2 billion to 1.6 billion (World Bank 2000).

There are a number of reasons for this increase. One of the main reasons is the rapid population growth in the developing countries. The population of the world is expected to reach 8 billion by the year 2025 (United Nations 2000). This increase in population will put a tremendous pressure on the world's resources, particularly in the developing countries. Another reason is the increasing inequality in the distribution of income and wealth. The rich countries are becoming richer, while the poor countries are becoming poorer (World Bank 2000).

There are a number of factors that contribute to the increase in poverty. One of the main factors is the lack of access to education and health care. In the developing countries, many people do not have access to basic education and health care. This lack of access to education and health care makes it difficult for people to improve their living standards. Another factor is the lack of access to credit and financial services. In the developing countries, many people do not have access to credit and financial services. This lack of access to credit and financial services makes it difficult for people to start and grow businesses.

There are a number of ways to reduce poverty. One of the main ways is to improve access to education and health care. In the developing countries, governments should invest in education and health care. This investment will help people to improve their living standards. Another way is to improve access to credit and financial services. In the developing countries, governments should invest in credit and financial services. This investment will help people to start and grow businesses.

There are a number of challenges to reducing poverty. One of the main challenges is the lack of political will. In the developing countries, governments often do not have the political will to invest in education and health care. Another challenge is the lack of resources. In the developing countries, governments often do not have the resources to invest in education and health care. These challenges make it difficult to reduce poverty.

There are a number of ways to overcome these challenges. One of the main ways is to improve access to credit and financial services. In the developing countries, governments should invest in credit and financial services. This investment will help people to start and grow businesses. Another way is to improve access to education and health care. In the developing countries, governments should invest in education and health care. This investment will help people to improve their living standards.

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

BOARD CONSENT BOARD ACTION BOARD INFORMATION (no action required)

TOPIC: INCREASE CONTRACT AMOUNT – Desert Cities Mediation

SUBMITTED BY: Trinda Best

RECOMMENDED BY: Trinda Best 

APPROVED BY: Roger W. Wagner 

Description/Background:

The district wishes to increase the independent contract agreement amount with Desert Cities Mediation for an additional \$2,000 for arbitration services to the district and extend contract through June 30, 2015. This contract was originally approved on November 11, 2014 for up to \$6,000 through March 31, 2015.

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

Need:

Approval of the increase is needed to meet the total obligation of \$8,000 billed.

Fiscal Impact: Increase of \$2,000.00 including expenses, budgeted item.

Recommended Action:

It is recommended that the Board of Trustees ratify the increase and extend the contract date, as listed.

Legal Review: YES NOT APPLICABLE

Reference for Agenda: YES NO

the 1990s, the number of people with a disability in the United States has increased by 25% (U.S. Census Bureau 1997).

As a result of the increase in the number of people with a disability, the need for accessible information has become more acute. The Americans with Disabilities Act (ADA) of 1990 has provided a legal framework for the development of accessible information. The ADA requires that information be accessible to people with disabilities.

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

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

TOPIC: AMENDMENT TO AGREEMENT – NEXT GEN WEB SOLUTIONS, LLC.
– TIMESHEETX APPLICATION SERVICER PROVIDER

SUBMITTED BY: Raina Bustillos, Administrative Services

RECOMMENDED BY: Roger W. Wagner _____

APPROVED BY: Roger W. Wagner _____

Description/Background:

The District wishes to enter into an amended agreement, board approved on September 9, 2014, with Next Gen Web Solutions, LLC. for the purpose of enabling the District to effectively track sick leave accrual and usage for non-permanent employees. This tracking is necessary to comply with the Healthy Workplaces Healthy Families Paid Sick Leave Act, AB1522.

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

Need:

To comply with the Healthy Workplaces Healthy Families Paid Sick Leave Act, AB1522 provisions.

Fiscal Impact:

\$2,500.00 – Budgeted Item

Recommended Action:


This item has been approved by the Superintendent/President, and it is recommended that the Board of Trustees ratify the amended agreement with Next Gen Web Solutions, LLC. to effectively track sick leave accrual and usage for non-permanent employees in the amount of \$2,500.00.

Legal Review: YES NOT APPLICABLE

Reference for Agenda: YES NO

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

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

TOPIC: AMENDED AGREEMENT – Liebert Cassidy Whitmore
SUBMITTED BY: Roger W. Wagner,
RECOMMENDED BY: Roger W. Wagner
APPROVED BY: Roger W. Wagner 

Description/Background:

The District has an ongoing need for special legal counsel in matters pertaining to employment relations, educational matters, and administrative and court proceedings.

Need:

To provide a review of documents and issue opinions as requested on contractual matters. In January of 2015 the Board ratified an agreement between Victor Valley Community College and Liebert Cassidy and Whitmore, not to exceed \$10,000. Additional and continued services require the not to exceed amount be increased to \$12,000.

Fiscal Impact:

Budgeted.

Recommended Action:

It is recommended that the Board of Trustees ratify the amended agreement between Victor Valley Community College and Liebert Cassidy Whitmore to provided legal services pertaining to employment relations matters and school law matters, including representation in negotiations and in administrative and court proceeds with a not to exceed amount of \$12,000.

Legal Review: YES ___ NOT APPLICABLE X ___

Reference for Agenda: YES X NO ___

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

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

TOPIC: STUDENT TRUSTEE PRIVILEGES

SUBMITTED BY: Roger W. Wagner,

RECOMMENDED BY: Roger W. Wagner

APPROVED BY: Roger W. Wagner _____


Description/Background:

Board Policy 2015 requires the Board of Trustee's to each year, on or before May 15th to consider whether to afford the student member any of the following privileges:

1. The privilege to make and second motions;
2. The privilege to cast an advisory vote;
3. The privilege to attend closed sessions, other than closed sessions on personnel or collective bargaining matters;
4. The privilege to receive compensation for meeting attendance at a level of \$600 per semester.
5. The privilege to serve a term commencing on June 1.

Need:

California Education Code 72023.5, Student Members requires the Board, by May of each year, to approve student trustee privileges.

Fiscal Impact:

Budgeted.

Recommended Action:

It is recommended by the Superintendent/President that the Board of Trustees consider approving privileges 1, 2,4, and 5 above.

Legal Review: YES ___ NOT APPLICABLE X ___

Reference for Agenda: YES X NO ___

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
BOARD POLICIES

Board Of Trustees

Chapter 2

Student Member

2015

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

The student member shall be a resident of California at the time of nomination, and during the term of service, and shall be enrolled in and maintain a minimum of six semester units in the district at the time of nomination and throughout the term of service. The student member is not required to give up employment with the District. The student shall maintain a 2.0 GPA.

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

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

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


Reference: Education Code Sections 72023.5 et seq.

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

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

TOPIC: AGREEMENT – CYNOSURE NEW MEDIA, INC.

SUBMITTED BY: Arthur Lopez, Dean, Student Services

RECOMMENDED BY: Peter Maphumulo 

APPROVED BY: Roger W. Wagner 

Description/Background:

The district wishes to approve an agreement between Victor Valley Community College District and Cynosure New Media, Inc., for creating a customized, online, media-based, self-guided orientation program. The term for this agreement begins on the date of contract execution and continues for a period of 4-6 months until completion.

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

Need:

This customized, online, media-based, self-guided orientation program will help students learn the matriculation requirements needed to successfully navigate through their first year experience.

Fiscal Impact:

Budgeted. Not to exceed \$48,510.00 – Student Support Success Programs (SSSP) Funds

Payments to be made in four equal installments according to milestone schedule.

Milestone 1: 25% of total due upon completion of the project kick-off meeting

Milestone 2: 25% of total due upon the delivery of draft storyboards

Milestone 3: 25% of total due upon completion of on-campus video production

Milestone 4: 25% of total due upon delivery of final approved program

Recommended Action:

The Superintendent/President recommends that the Board of Trustees approve the agreement between Victor Valley Community College District and Cynosure New Media, Inc., for creating a customized, online, media-based, self-guided orientation program. The term for this agreement begins on the date of contract execution and continues for a period of 4-6 months until completion.

Legal Review: YES ___ NOT APPLICABLE X ___

Reference for Agenda: YES X NO ___

the 1990s, the number of publications on the topic has increased steadily (see Figure 1).

Figure 1 shows that the number of publications on the topic has increased steadily since the 1990s. The number of publications in 2004 was 100, which is a significant increase from the 1990s.

The number of publications in 2004 was 100, which is a significant increase from the 1990s.

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

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

TOPIC: FURNITURE, FIXTURES & EQUIPMENT (FF&E) PURCHASE – CAE HEALTHCARE, INC.

SUBMITTED BY: Steve Garcia, Facilities Construction

RECOMMENDED BY: Steve Garcia *Steve R. Garcia*

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

Description/Background:

The District wishes to purchase training equipment from CAE for the Dr. Prem Reddy Health and Science Building, a voter approved, local bond funded project. Funding for this equipment is part of the overall budgeted cost approved for the Dr. Prem Reddy Health and Science Building project through the Furniture, Fixtures, and Equipment (FF&E) budget.

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

Need:

The Dr. Prem Reddy Health and Science Building will open for the Fall Semester. The building must be furnished and equipped to meet the needs of students, faculty, staff and the community. This is a non-competitive, sole source procurement per Public Contract Code 10508. The purchase of these specialized mannequins, including their maintenance and warranty, is compatible with similar mannequins purchased for the nursing and EMS departments, and comply with state training mandates.

Fiscal Impact:

Estimated at \$123,757.68 – Local Bond Funded

Recommended Action:

It is recommended that the Board of Trustees approve the FF&E purchase with CAE Healthcare, Inc. to supply training equipment for the Dr. Prem Reddy Health and Science Building, a local bond funded project, in the estimated amount of \$123,757.68.

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

Reference for Agenda: YES **X** NO ___



CAE Healthcare Inc.
6300 Edgelake Drive
Sarasota, FL 34240
United States
Fax (941) 377-5690
Tax ID # 22-3437089

Created Date 3/24/2015
Expiration Date 6/2/2015
Quote Number 00003713

Prepared By Richard Kuschinsky
Phone (941) 504-0936
E-mail richard.kuschinsky@cae.com

Contact Name Terry Truelove
Phone (760) 245-4271 x2335
Email terry.truelove@vvc.edu
Fax (760) 843-0621

Bill To Name Victor Valley Community College
Bill To 18422 Bear Valley Road
Victorville, California 92395-5850
United States

Ship To Name Victor Valley Community College
Ship To 18422 Bear Valley Road
Victorville, California 92395-5850
United States

Product	Item Description	Sales Price	Quantity	Total Price
Notes	Purchase Agreement	USD 0.00	1.00	USD 0.00
	Prerelease of CAE Birthing Simulator Includes a Fully Instrumented Mother and a Partially Instrumented Fetus, Muse Operating Software, Instructor's Wireless Workstation, Touch-Pro Wireless Patient Monitor Computer, 4 Simulated Clinical Experiences, 10 Pre-configured SCES, First Year Full System Support and Maintenance.			
MFS-100	All stated configurations and estimated delivery dates as to this Product are speculative, and are not guaranteed by CAE Healthcare. CAE Healthcare expressly disclaims any and all liability to the Customer associated with any alterations in proposed configuration or changes in estimated delivery date of the Product.	USD 69,000.00	1.00	USD 69,000.00
ACC-MFS02	Supplemental Set of Static Cervices	USD 450.00	1.00	USD 450.00
ACC-MFS03	Abdominal Cover Kit for All-Fours Birthing Position	USD 500.00	1.00	USD 500.00
ACC-MFS01	Female Patient Module Includes 5 Preconfigured SECs and a Non Gravid Abdomen	USD 6,500.00	1.00	USD 6,500.00
TRN-MFS03	CAE Fidells Lucina Simulator Simulation Core On-Site Education Course - Two Days (Up to 10 Attendees)	USD 5,995.00	1.00	USD 5,995.00
WAR-MFS01	Birthing Simulator First Year Upgrade to Premier Support and Maintenance	USD 2,760.00	1.00	USD 2,760.00
WAR-MFS04	Multi-Year Premier Plus Assurance for CAE Fidelis Lucina Simulator (Price is per unit, Min Quantity = 2) (Requires 3 Units)	USD 7,329.00	4.00	USD 29,316.00
ISO-MFS	Installation & System Orientation by a CAE Healthcare Technician	USD 2,625.00	1.00	USD 2,625.00
SHIP-MFSD	Domestic Shipping Charges	USD 495.00	1.00	USD 495.00

Totals

Total Price USD 117,641.00
Grand Total USD 117,641.00

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

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

TOPIC: LEASE AGREEMENT – THE CITY OF VICTORVILLE - RIVERWALK

SUBMITTED BY: Steve Garcia, Facilities Construction

RECOMMENDED BY: Steve Garcia *Steve Garcia*

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

Description/Background:

The District wishes to enter into a 40-year-term lease agreement with The City of Victorville for the vacant land located along the northeast corner of Fish Hatchery and Bear Valley Roads for the purpose of constructing and maintaining a Riverwalk trailhead for pedestrian and bicycle use.

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

Need:

The Riverwalk project will run between 6th Street in downtown Victorville and Bear Valley Road. The project will link from North to South: Eva Dell Park, an existing portion of the Class 1 Trail north of the project site, Old Town Victorville, the Victorville Transportation Center, Center Street Park, Mojave Narrows Regional Park as well as the planned Yucca Loma Bridge over the Mojave River, Town of Apple Valley bikeways, and Victor Valley College. The project includes improvements to the existing 6th Street trailhead near the Victor Valley Transportation Center and construction of a new trailhead adjacent to Victor Valley College, and several interpretive areas along the trail. This project, along with the Class I Bike Path project with the Town of Apple Valley which was approved by the Board of Trustees on February 11, 2014, will allow better access to Victor Valley College and the community.

Fiscal Impact:

\$1.00 annually to the District.

Recommended Action:

It is recommended that the Board of Trustees approve the Lease Agreement with The City of Victorville for the Riverwalk project as submitted.

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

Reference for Agenda: YES **X** NO ___

LEASE AGREEMENT

This Lease Agreement (the "Lease") is made this 12 day of May, 2015, by and between VICTOR VALLEY COLLEGE, hereinafter referred to as the "Lessor" and THE CITY OF VICTORVILLE, a municipal corporation, located in the County of San Bernardino, State of California, hereinafter referred to as the "Lessee".

RECITALS

These Recitals are included to assist in interpreting this Lease and to understand the basis upon which certain terms and conditions have been included. It is not intended, nor should it be construed, to supersede or amend the specifically recited terms and conditions of this Lease.

A. Lessor currently owns APN 0482-022-06, that portion of the Southwest quarter of Section 36, Township 5 North, Range 4 West, San Bernardino Meridian, in the City of Victorville, County of San Bernardino, State of California, a portion of which is described as approximately 1.5 acres of vacant Lessor property in the vicinity of the northeast corner of Mojave Fish Hatchery Road and Bear Valley Road ("the Property"), as depicted in the legal description, Exhibit "A" and the plat, Exhibit "B" attached hereto and incorporated herein by this reference.

B. Lessee is willing to lease the Property described above for the construction and maintenance of the Riverwalk trailhead as the ending termini of the pedestrian and bicycle trail. Lessee is looking to construct and maintain an access road from Fish Hatchery Road, a parking lot with lighting and an area for an amphitheater and interpretative signs shown conceptually on Exhibit "C" attached hereto and incorporated herein by this reference.

WITNESSETH

1. Leased Premises. Subject to the terms and conditions herein contained, Lessor hereby leases to Lessee and Lessee hereby leases the Property depicted in Exhibit A and B.

2. Term. The Term of this Lease shall be forty (40) years, commencing on the date, referenced above (the "Lease Commencement Date") (the "Initial Term"). Provided Lessee is not in default of any material provision of this Lease, this Lease shall automatically renew for up to two (2), ten (10) year terms ("Renewal Term"). To avoid automatic renewal the party wishing to terminate shall give written notice of its intent not to renew no later than sixty (60) days prior to the termination date of the then-current term. The Parties may otherwise extend the term of this Lease by signed written agreement. Notwithstanding the foregoing, Lessor may terminate this Lease at any time, with cause, by providing Lessee with one-hundred eighty (180) day prior written notice in accordance with Section 29 hereof. Lessor may terminate this agreement with 30 days notice as provided in Paragraph 29 in the event that Lessee has not fully funded the proposed improvements within three years of the approval of this agreement by Lessor.

3. Lease. Lessee shall pay an annual base lease rate for the Leased Premises equal to One Dollar (\$1.00) per year (the "Annual Base Lease Rate").

(a) Payment. Annual Base Lease Rate shall be payable in advance prior to the first (1st) day of each year starting with the Lease Commencement Date and annually thereafter and without demand to:

Victor Valley College
Attn: Office of the President
18422 Bear Valley Road
Victorville, CA 92395

Or at such other place as Lessor may designate in writing from time to time.

4. Security Deposit. Not required.

5. Late Charge. Not applicable.

6. Limited Right to Possession of the Leased Premises. Lessor shall deliver exclusive possession of the Leased Premises to Lessee on or before the Lease Commencement Date, free and clear of all tenants, occupants, and rights of any third parties, except as hereafter provided in this Section 6. Lessee agrees that the terms of its possession shall be subject to any outstanding easements and rights-of-way not within the control of the Lessor. The Lessor shall use best efforts to ensure the quiet use and enjoyment of the Leased Premises by Lessee.

(a) Emergencies. In case of an emergency, Lessor shall have all rights, privileges, access to the Leased Premises at any time to take control of the Leased Premises until such time, the emergency has ceased to exist. Lessee shall not hinder nor delay the Lessor from attaining complete control of the Leased Premises during an emergency.

7. Maintenance. Lessee agrees to maintain the Riverwalk trailhead, parking lot, lighting, signs and amphitheater area for the benefit of Lessor and Lessee. Lessee covenants that during course of construction, appropriate measures will be taken to ensure the least amount of disruption to Lessor business as possible. Lessee shall at all times during the Term hereof and until surrender and termination, keep and maintain the Leased Premises in good and substantial order and repair, and shall undertake all necessary repair and maintenance of the Leased Premises as indicated on Exhibit "D", Maintenance Schedule.

8. Use and Condition of Leased Premises. The Leased Premises are to be used by Lessee as a pedestrian and bicycle trail with adequate parking for the ending terminus of the Riverwalk project, and for no other purpose unless expressly agreed to by the Lessor in writing. Lessee also agrees to use the Leased Premises in such a manner as to not interfere with the Lessor's

rights in the Leased Premises or the surrounding areas, to comply with all applicable governmental laws, ordinances, and regulations in connection with its use of the Leased Premises, to keep the Leased Premises in a clean and sanitary condition, and to use all reasonable precaution to prevent damage, or injury to the Leased Premises.

(a) No Warranties. Except as provided herein, Lessee agrees that no promises, covenants, representations, statements or warranties have been made on behalf of the Lessor to Lessee respecting the condition of the Leased Premises, or the manner of operating the Leased Premises or the maintaining of any repairs to the Leased Premises.

(b) Acceptance of Leased Premises. Lessee acknowledges that it has satisfied itself by its own independent investigation that the Leased Premises are suitable for their intended use, and that neither the Lessor nor the Lessor's agent or agents have made any representation or warranty as to the present or future suitability of the Leased Premises for the conduct of Lessee's trail project. Lessee's taking possession or use of the Leased Premises for any purpose shall constitute Lessee's acceptance of the Leased Premises "as-is" in its existing condition.

(c) Amphitheater Event Scheduling. Lessee reserves the right to coordinate and schedule the use of the amphitheater for the purposes to conduct park, recreation, and community service activities and/or programs sponsored by the Lessee. At all other times and subject to the schedule developed by the Lessee, the Lessee and third parties authorized by the Lessee shall be entitled to use of the Leased Premises for community recreational and educational purposes for the benefit of the community, Lessor and Lessee at large. The Lessee's obligations under this Lease Agreement shall apply to third parties using the Leased Premises. The Lessee shall be responsible for ensuring the third parties comply with all obligations under this Lease Agreement when using the Leased Premises. The Lessee shall enforce all Lessor rules, regulations, and policies provided by the Lessor while supervising community recreational activities on the Leased Premises.

9. Waste or Nuisance. Lessee shall not commit or permit the commission by others of any waste on the Leased Premises. Lessee shall not maintain, commit, or permit the maintenance or commission of any nuisance on the Leased Premises nor shall Lessee use or permit the use of the Leased Premises for any unlawful purpose.

10. Reserved.

11. Insurance. Lessee and Lessor are authorized self-insurance public entities for purposes of Professional Liability, General Liability, Automobile Liability, Workers' Compensation and Property Damage and warrant that through their respective programs of self insurance, they have adequate coverage or resources to protect against liabilities arising out of the performance of the term, conditions or obligations of this agreement.

12. Reserved.

13. Reserved.

14. Utilities and Other Services. Lessee shall pay the applicable provider, whether the Lessor or other party, all charges for electricity, or other utilities used or supplied upon or in connection with its use of the Leased Premises and shall indemnify the Lessor against any liability on account thereof.

15. Alterations, Improvements and Additions. Lessee shall not make any alterations, improvements or additions to the Leased Premises without the prior written consent of the Lessor which consent shall not be unreasonably withheld. Any machinery, equipment or apparatus which belongs to Lessee may be removed by Lessee at any time prior to the expiration of the Term. Any improvements made to the Leased Premises shall remain on the Leased Premises. In the case of removal of equipment or fixtures, Lessee shall restore the area to its original condition.

16. Liens. Lessee shall not suffer or permit any liens to stand against the Leased Premises, or any part thereof, by reason of any work, labor, services or materials done for, or supplied to Lessee or anyone holding the Leased Premises or any part thereof through or under Lessee. If any such lien shall at any time be filed against the Leased Premises, Lessee shall cause such lien to be discharged of record sixty (60) days after the date that Lessee receives notice of the filing. Notwithstanding the above, in any bona fide dispute between Lessee and any third party concerning work done by the third party on or for the Leased Premises, and as a result of the dispute the third party files a lien against the Leased Premises, then, in lieu of obtaining the discharge of the lien within the sixty day period, Lessee, at its option, may either file suit against the third party, a part of the suit being to judicially negate or remove the lien or Lessee may file an appropriate bond or other device allowed by law to remove the lien.

17. Inspection by the Lessor. Lessee shall permit the Lessor, or its agents, representatives, or employees to enter the Leased Premises at mutually agreeable, reasonable times for the purpose of inspecting the Leased Premises to determine whether Lessee is complying with the terms of this Lease, for the purpose of doing other lawful acts that may be necessary to protect the Lessor's interest in the Leased Premises, or for the purpose of performing the Lessor's duties under this Lease.

18. Damage or Destruction of Leased Premises. Unless occasioned by the negligence or intentionally unlawful act of Lessee, in the event, during the term of this Lease, any portion of the Leased Premises shall be damaged by fire or other catastrophic cause, so as to render such portion of the Leased Premises unusable, the Lessee shall be responsible to secure the portion of the Leased Premises from public use until such time the damaged portion of the Leased Premises is repaired. In the event of such damage, Lessee shall have a reasonable amount of time to find available funding to repair such damage to the Leased Premises to the pre-incident condition.

19. Assignment and Subletting. Lessor may not, in its sole discretion assign, transfer or otherwise encumber this Lease during the term of the Lease, until such time the Initial Term has expired and the Lease is in the Renewal Term. Lessee shall not cause, or permit, by operation of law or otherwise, any assignment, encumbrance or transfer of this Lease or any estate or

interest therein during the Initial Term of the Lease so as to void the purpose of this Lease as the Riverwalk trailhead ending termini for the pedestrian and bicycle trail. Lessee shall not sublet the Leased Premises or any part thereof without the prior written consent of the Lessor. An assignment or subletting shall not relieve Lessee of any of its obligations or liabilities for the term of this Lease, both Lessee and any subsequent assignees and Lessee will be deemed to be bound hereunder. The Lessor's consent to any such assignment, transfer or subletting shall not constitute consent to any further assignment, transfer or subletting.

20. Indemnification. Lessee shall indemnify and hold harmless the Lessor, its employees, agents and contractors from and against any and all claims arising from Lessee's use of the Leased Premises, or from the conduct of Lessee's business or from any activity, work or things done, permitted or suffered by Lessee in or about the Leased Premises when such claims arise from the negligent acts or failure to act or from unlawful, intentional acts done by Lessee. Lessee shall further indemnify and hold harmless the Lessor and Lessor's employees, agents and contractors from and against any and all claims arising from any breach or default in the performance of any obligation on Lessee's part to be performed under the terms of this Lease or arising from any grossly negligent or intentional act or omission of Lessee, or Lessee's agents, contractors, employees, or invitees, and from and against all costs, attorney fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon.

Lessor shall indemnify and hold harmless the Lessee, its employees, agents and contractors from and against any and all claims arising from Lessor's use of the Leased Premises, or from the conduct of Lessor's business or from any activity, work or things done, permitted or suffered by Lessor in or about the Leased Premises when such claims arise from the negligent acts or failure to act or from unlawful, intentional acts done by Lessor. Lessor shall further indemnify and hold harmless the Lessee and Lessee's employees, agents and contractors from and against any and all claims arising from any breach or default in the performance of any obligation on Lessor's part to be performed under the terms of this Lease or arising from any grossly negligent or intentional act or omission of Lessor, or Lessor's agents, contractors, employees, or invitees, and from and against all costs, attorney fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon.

21. The Lessor's Environmental Representations.

(a) Lessor represents that to the best of its actual knowledge, the Leased Premises are free from any violations of law or regulations pertaining to occupational hazards and environmental conditions or Hazardous Materials as defined in Section 22 of this Lease.

(b) Lessee shall be solely responsible for obtaining at its sole cost and expense, any environmental permits required for its operation under this Lease.

22. Compliance With Environmental Laws.

definitions: (a) The words and phrases set forth below shall have the following

(i) "Hazardous Material" means and includes any material that because of its quality, concentration or physical or chemical characteristics, poses a significant present or potential hazard to human health and safety or to the environment if released into the workplace or the environment. Hazardous Materials include hazardous wastes, toxic substances, petroleum products and motor fuels and similar substances and materials, including all substances and materials defined as hazardous or toxic substances or materials under California Health and Safety Code Section 25501(l) and (m) or other similarly applicable state, federal or local law.

(ii) "Environmental laws" means and includes the various health and safety laws and regulations of state, federal and local agencies pertaining to the manufacture, use, storage, disposal, release, and reporting relating to hazardous materials

(b) As of the Lease Commencement Date, Lessee shall not cause or permit any Hazardous Materials to be used, generated, manufactured, produced, stored, brought upon, or released, on, under or about the Leased Premises, or transported to and from the Leased Premises, by Lessee, its agents, employees, contractors, or invitees in violation of any environmental law. Lessee shall indemnify, defend and hold harmless the Lessor from any damage, cost, expense, liability, fine, or penalty resulting from any unauthorized discharge, emission, spill, storage, release, disposal or use of any hazardous materials by Lessee, its officers, agents, employees, contractors or invitees or any of them. This obligation of Lessee shall survive the Termination Date or earlier termination of this Lease, and shall apply whenever the Lessor incurs cost or liability arising from any use or activity of Lessee relating to Hazardous Materials during the Term hereof.

(c) Without limiting the foregoing, if the presence of any Hazardous Material on, under or about the Leased Premises caused by Lessee, its agents, employees, contractors, or invitees results in an unpermitted, unscheduled or unauthorized release or contamination of the Leased Premises by such Hazardous Material at any time during the Term of this Lease, then Lessee shall at its sole cost and expense promptly take all actions necessary to return the Leased Premises to the condition existing prior to the unpermitted, unscheduled or unauthorized release of any such Hazardous Material to the Leased Premises.

(d) Lessee shall immediately notify the Lessor of the occurrence of any of the following events: (i) receipt by Lessee of any correspondence or communication from any governmental entity regarding the application of environmental laws to the Leased Premises or the investigation or enforcement by such governmental entity of any such environmental laws in connection with Lessee's occupancy or use of the Leased Premises, and (ii) unpermitted,

unscheduled or unauthorized release of any Hazardous Material on the Leased Premises which may occur at any time during the Term of the Lease.

(e) To the extent Lessee may conduct any use or activity on the Leased Premises which includes the use, handling, transport, or disposal of any Hazardous Material in quantities which exceed the threshold amounts authorized under California Health and Safety Code Section 25503.5, Lessee shall, at its sole cost and expense, prepare and submit to the City of Victorville and San Bernardino County Hazardous Waste unit of the Fire Department for approval, renewal or amendment, as applicable, a Business Plan for the Leased Premises, as the term "Business Plan" is described under California Health and Safety Code Section 25504.

(f) Lessee shall conduct a Phase II Environmental Site Assessment with soil borings and samplings taken to ensure no contamination of hazardous materials / wastes exists on the Leased Premises. In the event contamination is discovered, the Lessor and Lessee shall agree upon mitigation efforts.

23. Surrender of Leased Premises. Upon the termination of this Lease, Lessee shall surrender and deliver the Leased Premises to the Lessor clean and free of debris in as good condition as it is on the Lease Commencement Date of this Lease, excluding reasonable wear and tear.

24. Compliance with Laws. Lessee shall comply with all applicable Federal, State and local laws, regulations and standards that are or may become applicable to Lessee's activities on the Leased Premises. The judgment of any court of competent jurisdiction, or the admission of Lessee in a proceeding brought against Lessee by any government entity, that Lessee has violated any such statute, ordinance, regulation, or requirement (except where such admission may be the basis for settlement) shall be conclusive as between the Lessor and Lessee and shall constitute grounds for declaration of default, breach, forfeiture, and termination of this Lease by the Lessor.

25. Defaults. In the event Lessee should default in the performance of any covenant or condition of this Lease (excluding the payment of Annual Base Rent or other amounts due hereunder) and such default is not cured or removed within thirty (30) days after service of written notice upon Lessee of such default in the performance of any covenants and conditions; then in such event, the Lessor shall have the right and option to terminate this Lease, to re-enter the Leased Premises, to evict Lessee and to remove Lessee's possessions, all without being deemed guilty of any trespass, and without prejudice to any breach of covenant. Notwithstanding the foregoing, if Lessee, prior to the expiration of such thirty (30) day period for default diligently commences to cure such default but is unable to do so within the thirty (30) day period, then such period shall be extended for an additional thirty (30) days provided Lessee continues to make a diligent effort to cure the default. Any statutory notice required as part of any eviction action or similar type of proceeding may be included with any notice of default given pursuant to this Section and the Lessor need not declare a default and have such default remain uncured prior to delivery of such statutory notice.

26. **Remedies of the Lessor.** In the event of any breach of the Lease by Lessee and Lessee's failure to cure said breach in the time prescribed under Section 25, the Lessor may at any time thereafter, with or without notice or demand and without limiting the Lessor in the exercise of any other right or remedy which the Lessor may have by reason of such breach:

- (i) terminate Lessee's right to possession of the Leased Premises by any lawful means, in which case this Lease shall terminate and Lessee shall immediately surrender possession of the Leased Premises to the Lessor. In such event, the Lessor shall be entitled to recover from Lessee all damages incurred by the Lessor by reason of Lessee's default, including, but not limited to the cost of repairing or restoring damages to the Leased Premises caused by Lessee, the cost or removal of Lessee's improvements, fixtures and other contents of the Leased Premises, costs associated with past or future brokerage commissions and marketing expenses and the other costs payable by the Lessor in connection with the recovery of possession of the Leased Premises, including reasonable attorneys' fees; and or
- (ii) pursue any other remedy now or hereafter available to the Lessor under the laws of the State of California.

27. **Default by the Lessor.** In the event Lessor should default in the performance of any covenant or condition of this Lease and such default is not cured or removed within thirty (30) days after service of written notice of default upon Lessor, then in any such event, Lessee shall have the right and option to terminate this Lease. If Lessor, prior to the expiration of such thirty (30) day period for a default, diligently commences to cure such default, but is unable to do so within the thirty (30) day period, then such period shall be extended for an additional thirty (30) days provided Lessor continues to make a diligent effort to cure the default. In event of uncured default Lessee shall have all remedies available at law or in equity for any default or breach of this Lease by the Lessor.

28. **Force Majeure-Unavoidable Delays.** If the performance of any act required by this Lease to be performed by either the Lessor or Lessee is prevented or delayed by reason of an act of God, strike, lockout, labor troubles, inability to secure materials, unreasonably restrictive governmental laws or regulations, or any other cause except financial inability that is not the fault of the party required to perform the act, the time for performance of the act will be extended for a period equivalent to the period of delay, and performance of the act during the period of delay will be excused. However, nothing contained in this Section shall excuse the prompt payment of Monthly Base Rent or other amounts due by Lessee as required by this Lease or the performance of any act rendered difficult solely because of the financial condition of the party required to perform the act.

29. **Notices.** Any and all notices or demands required or permitted to be given hereunder must be personally delivered or be mailed by registered or certified mail, return receipt requested, addressed as follows:

To the Lessor: Victor Valley College
18422 Bear Valley Road
Victorville, CA 92395
Attn: Office of the President

To Lessee: City of Victorville
14343 Civic Drive
Victorville, CA 92392
Attn: City Manager

With copies to:
Green, de Bortnowsky & Quintanilla, LLP
23801 Calabasas Road, Suite 1015
Calabasas, CA 91302
Attn: Andre de Bortnowsky

or at such other address or addresses that either party may hereafter designate in writing to the other. Any notice or demand which is mailed by registered or certified mail as provided above shall be deemed to be effective and given for all purposes three (3) business days following the time of deposit thereof in the United States mail.

30. Miscellaneous.

(a) One or more waivers of any provision of this Lease by the Lessor shall not be construed as a waiver of a subsequent breach of the same provision and the Lessor's consent or approval shall not be deemed to waive or render unnecessary the Lessor's consent or approval to or of any subsequent or similar act by Lessee.

(b) This Lease can be modified, supplemented, amended or rescinded only by a writing expressly referring to this Lease and signed by Lessor and Lessee.

(c) If any term of this Lease or any application thereof shall be invalid or unenforceable, the remainder of this Lease and any other application of such term shall not be affected thereby. Unless otherwise expressly provided herein, any approval or consent of Lessor required hereunder shall not be unreasonably withheld or delayed. This Lease shall be binding upon and inure to the benefit of and be enforceable by the respective successors of the parties hereto. The headings in and the table of contents of this Lease are for purposes of reference only and shall not limit or define the meaning hereof.

(d) This Lease contains the entire understanding and agreement of the parties, supersedes all prior understandings and agreements, and cannot be changed orally. This

Agreement shall be construed in accordance with the laws of the State of California. Time is of the essence.

(e) Any conflict between the printed provisions, exhibits, or addenda of this Lease and the typewritten or handwritten provisions, if any, shall be controlled by the typewritten or handwritten provisions provided such typewritten or handwritten provisions are initialized by both parties.

(f) This Lease shall be of no force and effect unless executed by both parties.

(g) This Lease may be executed by the parties in counterparts, and when executed by each of the parties, each counterpart shall be deemed to be a part of the same instrument.

END OF THIS PAGE

IN WITNESS WHEREOF, this Agreement has been executed to be effective as of the date and year first above written.

LESSOR:

VICTOR VALLEY COLLEGE

Date: _____

By: _____

Title: _____

LESSEE:

CITY OF VICTORVILLE

Date: _____

By: _____

Title: _____

CITY OF VICTORVILLE

APPROVED AS TO FORM:

GREEN, DE BORTNOWSKY &
QUINTANILLA, LLP

By: _____
Chuck Buquet, Risk Manager

By: _____
City Attorney

Draft Concept VV1:

- Reflective water feature capturing notion of Mojave River Narrows through stone obelisks
- Interactive media plaza surrounds water feature
- Native desert plantings create an intimate feeling around water feature
- Materials: Asphalt Concrete, stone, corten steel, concrete, tile, desert and meadow plants, shade trees
- All amenities will be compliant with ADA and Title 24 California code

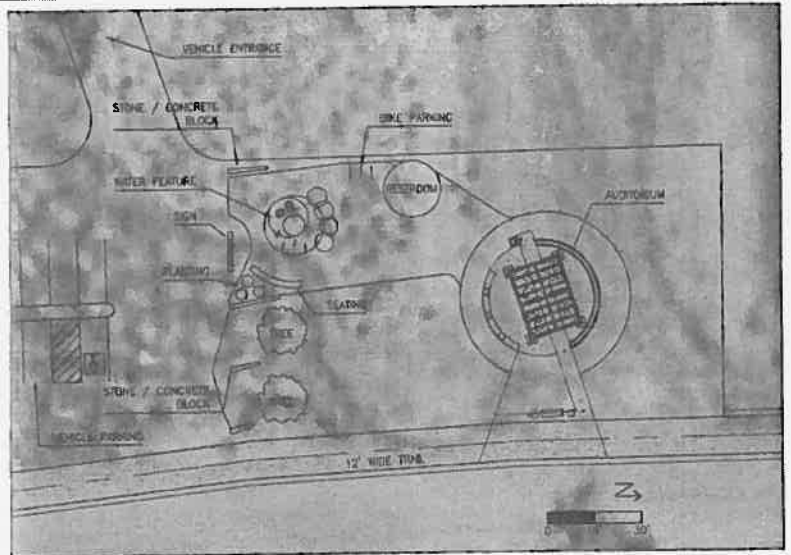
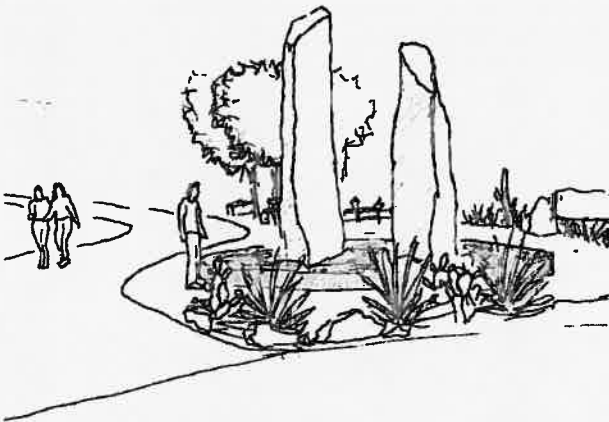


Exhibit "C"
Sheet 1 of 2

May 16, 2012

Mojave Riverwalk



CITY OF VICTORVILLE
ENGINEERING DEPARTMENT
14343 Civic Drive, Victorville, Ca. 92382 (760) 953-5158

EXHIBIT "A"

Description of Riverwalk Lease Boundary Area over APN 0482-022-06

That portion of the Southwest quarter of Section 36, Township 5 North, Range 4 West, San Bernardino Meridian, in the City of Victorville, County of San Bernardino, State of California, within the following described boundary:

Beginning at a 2-1/2 inch brass cap stamped RE 6820 marking the Southwest corner of said Section 36 as shown on that Record of Survey filed in Book 27 of Records of Survey at Pages 7 through 8, of the Records of said County of San Bernardino;

Thence from the **Point of Beginning** North 89 degrees 09 minutes 11 seconds East a distance of 680.83 feet along the South line of said Southwest quarter of Section 36, said South line being a straight line between said 2-1/2 inch brass cap and a 1-1/4 inch iron pipe and brass cap stamped "S.B. Co. Surv. 1962" Marking the North quarter corner of said Southwest quarter of Section 36 as shown on said Record of Survey;

Thence North 00 degrees 50 minutes 49 seconds West a distance of 463.18 feet to a 1-inch iron pipe with plastic plug stamped RCE 23227 marking the Southwest corner of "Lease Area 2" per that Lease Agreement on file with Victor Valley Community College District, said 1-inch iron pipe being the **True Point of Beginning**;

Thence from the **True Point of Beginning** along the following courses:

- Course 1. North 69 degrees 25 minutes 40 seconds East (North 69 degrees 51 minutes 47 seconds East per said Lease Agreement) 404.66 feet along the Southerly line of said "Lease Area 2" to a 1-inch iron pipe with a plastic plug stamped RCE 23227 marking the Southeast corner of said "Lease Area 2";
- Course 2. Thence North 01 degrees 00 minutes 51 seconds West 136.07 feet to a 1-inch iron pipe with plastic plug stamped RCE 23227 marking the Northeast corner of said "Lease Area 2", said Northeast corner being on the Southerly line of "Lease Area 1" per said Lease Agreement;
- Course 3. Thence leaving said Easterly line of "Lease Area 2", North 85 degrees 59 minutes 43 seconds East 66.51 feet along said Southerly line of "Lease Area 1" to a 1-inch iron pipe with a plastic plug stamped RCE 23227 marking the Southeast corner of said "Lease Area 1";
- Course 4. Thence leaving said Southerly line of "Lease Area 1", North 85 degrees 59 minutes 43 seconds East 20.49 feet along the Easterly extension of said southerly line of "Lease Area 1";
- Course 5. Thence South 05 degrees 12 minutes 42 seconds East 316.00 feet;
- Course 6. Thence South 88 degrees 59 minutes 09 seconds West 114.00 feet;
- Course 7. Thence North 01 degrees 00 minutes 51 seconds West 99.90 feet to a line which is parallel to and 69.00 feet Southerly as measured at right angles from the above said Course 1;
- Course 8. Thence South 69 degrees 25 minutes 40 seconds West 174.01 feet along said parallel line;
- Course 9. Thence South 73 degrees 39 minutes 31 seconds West 202.32 feet to a line which is parallel to and 54.00 feet Southerly as measured at right angles from said Course 1;
- Course 10. Thence South 69 degrees 25 minutes 40 seconds West 287.73 feet along said line which is 54.00 Southerly of Course 1;

D.J.C.

EXHIBIT "A"
(continued)

- Course 11. Thence North 30 degrees 48 minutes 56 seconds West 36.00 feet to a line which is parallel to and 18.00 feet Southerly said Course 1;
- Course 12. Thence North 89 degrees 25 minutes 40 seconds East 287.83 feet along said line which is 18.00 feet Southerly from Course 1 to the Southerly extension of the Westerly line of said "Lease Area 2";
- Course 13. Thence North 19 degrees 39 minutes 23 seconds West 18.00 feet to the **True Point of Beginning**.

The area contained within the above described boundary is 67,181 square feet more or less.

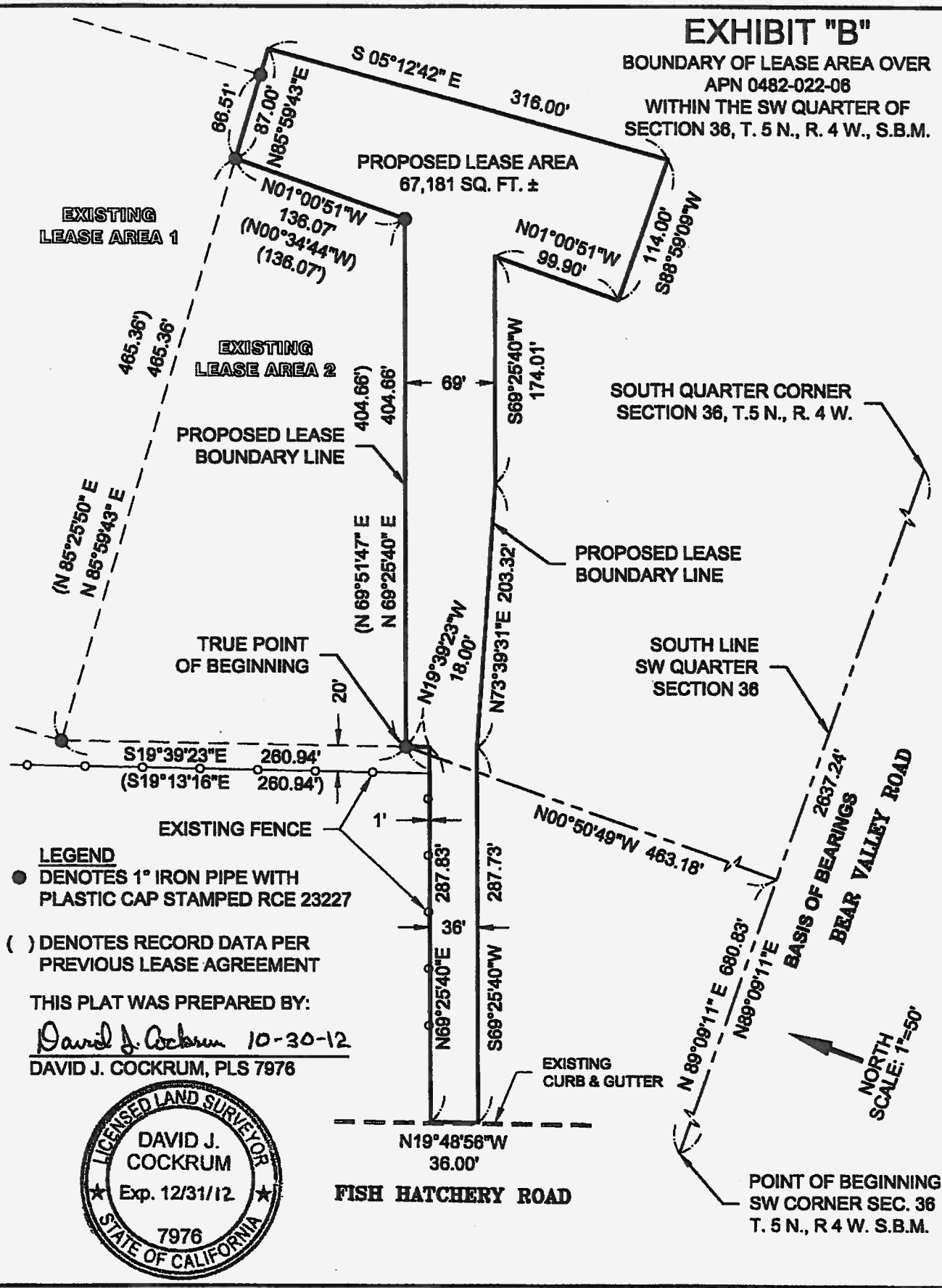
See attached Exhibit "B" for graphic representation of legal description.

This legal description was prepared by: David J. Cockrum 10-30-12
David J. Cockrum, PLS L7976



EXHIBIT "B"

BOUNDARY OF LEASE AREA OVER
 APN 0482-022-08
 WITHIN THE SW QUARTER OF
 SECTION 36, T. 5 N., R. 4 W., S.B.M.



LEGEND
 ● DENOTES 1" IRON PIPE WITH PLASTIC CAP STAMPED RCE 23227
 () DENOTES RECORD DATA PER PREVIOUS LEASE AGREEMENT

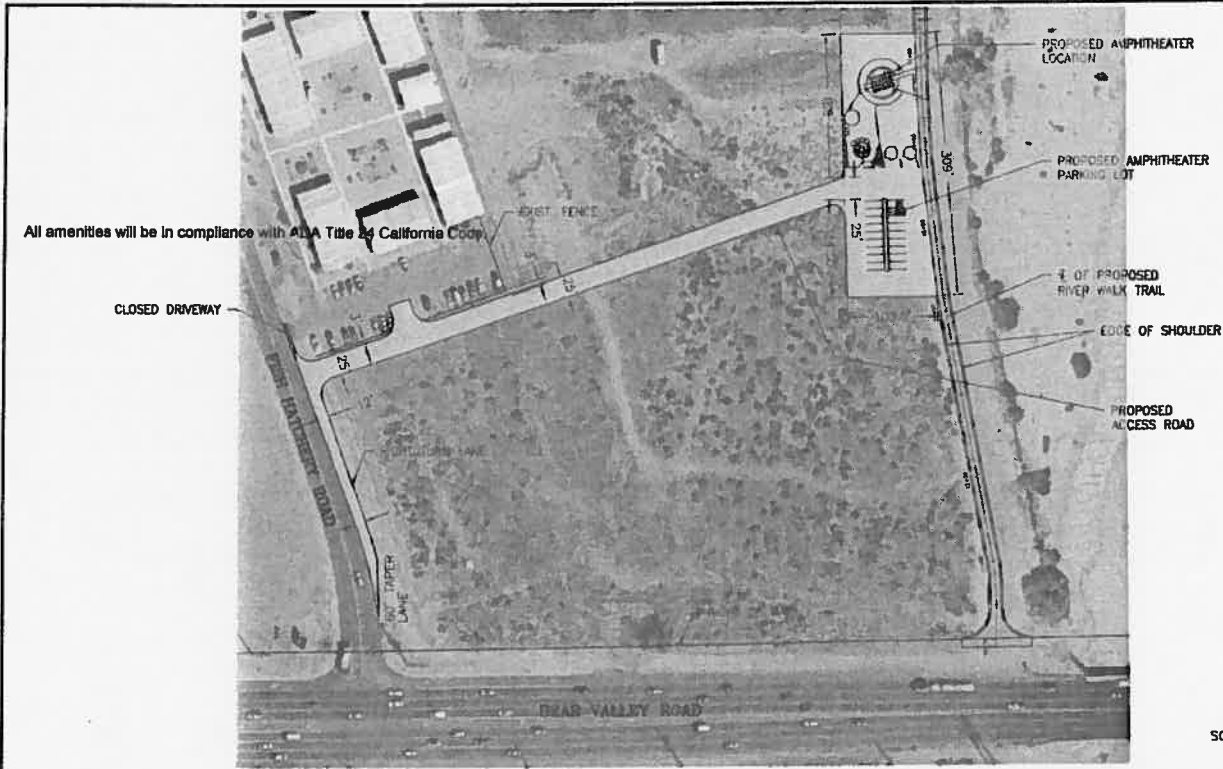
THIS PLAT WAS PREPARED BY:
David J. Cockrum 10-30-12
 DAVID J. COCKRUM, PLS 7976



BASIS OF BEARINGS
 BEAR VALLEY ROAD
 2637.24'
 N 00°50'49" W 463.18'
 N 89°09'11" E 680.83'
 N 89°09'11" E
 NORTH
 SCALE: 1"=50'

POINT OF BEGINNING SW CORNER SEC. 36
 T. 5 N., R 4 W. S.B.M.

N 19°48'56" W 36.00'
 FISH HATCHERY ROAD



**RIVER WALK PROJECT
AMPHITHEATER & PARKING LOT**



CITY OF VICTORVILLE

ENGINEERING DEPARTMENT
14343 Civic Drive, Victorville, Ca. 92385-5001 (760) 955-5156

N:\CAD\CIVIL\PROJECTS\14343

the 1990s, the number of people with a diagnosis of schizophrenia has increased in many countries (Murray & Lopez, 1996).

There is a need to understand the nature of the illness and the reasons for the increase in prevalence. The illness is a complex one, with aetiology involving both genetic and environmental factors. The illness is also a chronic one, with a high rate of relapse and a high level of disability.

The purpose of this paper is to review the current understanding of the illness and to discuss the implications for research and practice.

The paper is organized as follows. First, the current understanding of the illness is reviewed. This is followed by a discussion of the implications for research and practice.

The paper concludes with a discussion of the implications for research and practice.

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

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

TOPIC: AGREEMENT – APPLE, INC.
SUBMITTED BY: Frank Smith, Technology & Information Resources
RECOMMENDED BY: Frank Smith 
APPROVED BY: Roger W. Wagner 

Description/Background:

The District wishes to enter into an agreement with Apple, Inc. to purchase 90 iMac Computers including a Protection Plan. The District will be replacing the current outdated computers used in the Art and Photo labs to meet the requirements of instruction. (Item # I-25, on the Campus Technology Project list).

Per Public Contract Code 10508, the District will exercise the right to purchase these computers forgoing the standard bidding requirements as Apple Inc. is a sole supplier of the needed commodity. Victor Valley Community College will be piggybacking off of Glendale Unified School District's Education/State & Local Government Purchase Agreement #12987 and Professional Services Agreement #335142. Agreement expires October 15, 2018.

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

Need:

This equipment is needed to support the instructional requirements of the Art/Photo program. The current computers cannot support the current computer applications in order to support program requirements.

Fiscal Impact:

\$130,408.72 – Physical Plant Instructional Support Grant

Recommended Action:

It is recommended that the Board of Trustees approve the purchase agreement with Apple, Inc. in the amount of \$130,408.72 for new instructional lab computers needed at the Art and Photo Lab.

Legal Review: YES ___ NOT APPLICABLE X ___

Reference for Agenda: YES X NO ___



**Piggyback Consent Form ("Consent Form") to the
Education/State & Local Government Purchase Agreement
and
Professional Services Agreement
between
Glendale Unified School District and Apple Inc. ("Apple")**

Name of Institution: Address: City, State, Zip:	<u>Victor Valley College</u> <u>18422 Bear Valley Rd</u> <u>Victorville, CA 92395</u>	Apple Inc. 1 Infinite Loop Cupertino, CA 95014
---	---	--

Dear Purchaser,

After an initial review, we have determined that you do not have a contract with Apple; however, you are an eligible purchaser under the Agreements identified below and attached to this Consent Form.

Name of Agreements	Education/State & Local Government Purchase Agreement and Professional Services Agreement
Agreement Number	Education/State & Local Government Purchase Agreement: 12987
Agreement Number	Professional Services Agreement: 335142
Bid Number	P-13 13/14
Purchaser	
Date of Agreements	10/31/13

Apple may process your current and future purchase orders under these Agreements, provided that you execute this Consent Form. If for some reason the Agreements are not attached to this Consent Form, please immediately request them prior to executing this Consent Form. Apple advises Purchaser to review all the terms and conditions of the Agreements prior to executing this Consent Form.

By executing this Consent Form, Purchaser agrees to be bound by the terms and conditions of the Agreements. Subject to the total aggregate liability caps in the Education/State & Local Government Purchase Agreement and the Professional Services Agreement, Purchaser agrees that you are responsible and liable for any purchases you make under the Agreements and for any of your actions or inactions pursuant to the terms and conditions of the Agreements.

This Consent Form will terminate on the termination date of the Agreements. Apple may terminate this Consent Form without cause upon thirty (30) days' written notice to Purchaser. Apple also may terminate this Consent Form immediately upon written notice to Purchaser, if Purchaser breaches any terms and conditions of the Agreements or this Consent Form.

Please complete and execute this Consent Form and fax the completed and executed Consent Form to Apple at 866-784-4004. This Consent Form must be executed by an officer of your institution who is duly authorized to bind your institution to the terms and conditions of these Agreements. Please note that if we do not receive this Consent Form, any pending purchase order will not be processed.

If you have any questions or comments regarding this Consent Form, please email austincontracts@apple.com.

Regards,
Sales Contracts Management
Apple Inc.

PURCHASER

Authorized Signature

Roger W. Wagner
Title Superintendent/President
Victor Valley College

Name

Date

4/7/15



Education/State & Local Government Purchase Agreement

This Education/State & Local Government Purchase Agreement is made between Apple Inc., a California corporation located at 1 Infinite Loop, Cupertino, CA 95014 ("Apple") and:
Institution Legal Name ("Purchaser"): Glendale Unified School District

Institution DBA (if different from Legal Name): _____

Address: 223 North Jackson Street

City, ST, Zip: Glendale, CA 91206

1. Definitions

A. "Agreement" means, collectively, this Education/State & Local Government Purchase Agreement, any addenda or amendments hereto that reference this Education Purchase Agreement and that are mutually executed by the parties, and any terms that are incorporated herein by specific reference, excluding the terms of any purchase orders.

B. "Apple Products" mean Services, hardware and software products manufactured, distributed or licensed under the Apple brand name that Purchaser has paid to acquire or has properly licensed from Apple for its own use, but excluding third party software and all other third party products. Apple Product consisting of software is referred to as "Apple Software".

C. "Limited Warranty" means and is limited to Apple's standard limited warranty that is set forth in the documentation that accompanies an Apple Product purchased under this Agreement.

D. "Products" mean, collectively, Services, Apple Products and other products that are sold or licensed by Apple to Purchaser for Purchaser's own use.

E. "Services" mean, collectively, the standard, price-listed service, support and/or training products sold under the Apple Inc. brand name that Purchaser has paid to acquire.

2. Purchases from Apple

A. **Limited Billing Service Account.** Apple will provide Purchaser a limited billing service account to use when placing service orders such as Customer Installable Parts (CIPs) and mail-in or on-site repairs. Purchaser may be asked to submit a purchase order when placing a service order. Purchaser acknowledges that Apple does not provide service CIP or repair pricing on an Apple price list; Apple will quote current pricing to Purchaser prior to processing any purchase order, and Purchaser will have the option to either accept or decline the quoted prices. In the event Purchaser accepts the quoted pricing, Apple will process the purchase order under the terms of this Agreement; should Purchaser decline the quoted prices, Apple will not process the purchase order.

B. **Price.** Prices shall be as set forth on the applicable Apple price list in effect on the date Purchaser's order is accepted by Apple. Apple reserves the right to accept or decline any order, in whole or in part. Apple may cancel any accepted order prior to shipment. Unless Purchaser notifies Apple otherwise, Apple may make partial shipments of Purchaser's orders. Apple will not be liable for any failure to ship complete orders. Purchaser will be invoiced separately for each partial shipment and will pay each invoice when due, without regard to subsequent deliveries. Apple will allocate its available inventory and make deliveries (including partial shipments) in its sole discretion and without liability to Purchaser. Prices include standard freight and insurance

using an Apple-selected carrier. All applicable local sales or use taxes, duties and other imposts, if any, due on account of purchases hereunder shall be paid by Purchaser. Proof of tax exempt status must be on file at Apple's Support Center for any order to be treated as a tax-exempt transaction.

C. **Delivery.** Title and risk of loss to all Products will pass to Purchaser upon shipment from Apple's shipping location. For Products shipped pursuant to Apple's standard practices in all but the last week of every Apple fiscal quarter during the term of this Agreement, Apple will issue credits or replace Products returned due to damage in transit or that are lost in transit. For Products shipped pursuant to Apple's standard practices in the last week of every Apple fiscal quarter during the term of the Agreement, Apple will not issue credits or replace Products returned due to damage in transit or that are lost in transit. Instead, Apple will provide third-party insurance for damaged or lost Products with Purchaser named as the loss payee. When not shipping Products pursuant to Apple's standard practices but instead shipping via a carrier selected by Purchaser, Apple will not issue credits or replace Products returned due to damage in transit or that are lost in transit. Shipping charges for orders that are shipped under Purchaser's instructions will be added to Apple's invoice, or shipped freight collect, at Apple's option.

D. **Payment.** Purchaser shall be invoiced upon shipment of Products and, provided Purchaser is qualified for credit with Apple, payment of such invoice will be due no later than thirty (30) days from date of invoice. Apple will also charge for any fees due from Purchaser by regulation or statute, including, if applicable, fees due under the California Electronic Waste Recycling Act or similar statutes in other states. Apple reserves the right to change the Authorized Apple Price Lists and Purchaser's credit terms at any time. In addition to Apple's other rights in this Agreement, Apple reserves the right, without liability or obligation to Purchaser, to suspend deliveries in the event of a payment default.

3. Limited Warranty

A. The sole warranty for and Apple Product purchased hereunder shall be the Limited Warranty. Except for the Limited Warranty, all Apple Products are sold "as is" and without additional warranty or support from Apple.

B. All Products, other than Apple Products, are sold "as is" and without warranty or support from Apple, but may be accompanied by a manufacturer's warranty, as more particularly provided in the warranty documentation that accompanies such Products. Upon Purchaser's request, Apple will provide a copy of any manufacturer's warranty accompanying Products offered by Apple under this Agreement. Nothing in this Agreement shall be construed as obligating Apple to provide any warranty-related fulfillment or support for any Products, other than Apple Products.



C. EXCEPT FOR THE LIMITED WARRANTY, APPLE MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS OR SERVICES, AND TO THE MAXIMUM EXTENT PROVIDED BY LAW, APPLE HEREBY DISCLAIMS SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

APPLE PRODUCTS ARE NOT INTENDED OR SUITABLE FOR USE IN SITUATIONS OR ENVIRONMENTS WHERE THE FAILURE OR TIME DELAYS OF, OR ERRORS OR INACCURACIES IN, THE CONTENT, DATA OR INFORMATION PROVIDED BY APPLE PRODUCTS COULD LEAD TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE, INCLUDING WITHOUT LIMITATION THE OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR COMMUNICATIONS SYSTEMS, AIR TRAFFIC CONTROL, LIFE SUPPORT OR WEAPONS SYSTEMS.

4. **Proprietary Rights.** Purchaser acknowledges that Products often contain not only hardware but also software, including but not limited to, operating systems and applications. Such software may be included in ROMs or other semiconductor chips embedded in hardware, or it may be contained separately on disks or on other media. Such software is proprietary, is copyrighted, and may also contain valuable trade secrets and is protected by patents. Purchaser, as an end user, is licensed to use any software contained in such Products, subject to the terms of the license accompanying the Products, if any, and the applicable patent, trademark, copyright, and other intellectual property, federal and state laws of the United States. Unless Purchaser has obtained Apple's prior written consent, Purchaser, in addition to any obligations or restrictions set forth in any license, which may accompany a Product, shall not copy the software. Purchaser shall not disassemble, decompile, reverse engineer, copy, modify, create derivative works thereof or otherwise change any of the software or its form.

5. **Right of Defense.**

A. Subject to the exceptions set forth below and Purchaser's compliance with the notice and defense conditions in Section 5.B below, Apple will defend any proceeding or action brought by a third party against Purchaser to the extent based on a claim that: (1) an Apple Product sold by Apple that Purchaser has paid to acquire infringes a U.S. patent, copyright, trademark or trade secret; or (2) personal injury or tangible property damage suffered by such third party was caused by Apple's gross negligence or willful misconduct during the course of Apple's performance of Services. Notwithstanding anything to the contrary, Apple is not liable for any claims or damages arising out of or related to: (a) any modification of any Apple Product(s), (b) any combination, operation or use of any Apple Product(s) with non-Apple branded Products or other non-Apple-provided programs, data or documentation, (c) Purchaser's violation of any import or export control requirements, regulations, and laws, (d) Purchaser's use or exportation of any Apple Product(s) into any countries identified on any U.S. Government embargoed countries list, (e) use of any Apple Software in a manner not authorized under the applicable Apple end user license agreement (the "EULA"), or (f) Purchaser's, its employees or subcontractors' negligence, acts or omissions. Subject to the foregoing exceptions, Apple's obligation to defend Purchaser against claims covered by 5.A(1) or 5.A(2) above is contingent on Purchaser's compliance with Section 5.B below. THE FOREGOING CONSTITUTES PURCHASER'S SOLE AND

EXCLUSIVE REMEDY AND APPLE'S ENTIRE LIABILITY FOR ANY CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT.

B. **Notice and Defense Conditions.** Purchaser shall promptly notify Apple, in writing, of any claim, demand, proceeding or suit of which Purchaser becomes aware which may give rise to a right of defense pursuant to this section 5 ("Claim"). Notice of any Claim that is a legal proceeding, by suit or otherwise, must be provided to Apple within thirty (30) days of Purchaser's first learning of such proceeding. Notice must be in writing and include an offer to tender the defense of the Claim to Apple. Apple, if it accepts such tender, may take over sole control of the defense of the Claim. That control includes the right to take any and all actions deemed appropriate by Apple to completely and finally resolve the Claim by settlement or compromise. Upon Apple's acceptance of tender, Purchaser will cooperate with Apple with respect to such defense and settlement. If a Claim is settled and to the extent permitted by law, both parties will not publicize the settlement and will make every effort to ensure the settlement agreement contains a non-disclosure provision.

C. In the event of any actual or potential Claim, Apple will be entitled (but not obligated), at its sole option, to: (1) procure for Purchaser the right to continue use of the applicable Apple Product(s), (2) replace the applicable Apple Product(s), (3) modify the applicable Apple Product(s), or (4) refund the amount paid by Purchaser to Apple for the applicable Apple Product, less depreciation.

6. **Limitation of Liabilities and Remedies.** Notwithstanding anything to the contrary, except to the extent prohibited by applicable law, the maximum aggregate liability of Apple for any and all claims and damages arising out of or related to this Agreement, whether arising in contract, warranty, tort, strict liability, statute or otherwise, shall be limited to three hundred thousand U.S. dollars (\$300,000). IN NO EVENT SHALL APPLE BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT DAMAGES (INCLUDING, WITHOUT LIMITATION, CLAIMS FOR LOST BUSINESS PROFITS OR REVENUE, LOSS OF DATA, INTERRUPTION IN USE, UNAVAILABILITY OF DATA, OR THE COST OF THE PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES) OR FOR PUNITIVE OR EXEMPLARY DAMAGES, WHETHER AS A RESULT OR BREACH OF CONTRACT, WARRANTY, TORT, STRICT LIABILITY, STATUTE OR OTHERWISE. The remedies set forth in this Agreement shall be Purchaser's sole and exclusive remedies for any and all claims against Apple, its agents and subcontractors in connection with or related to this Agreement. The parties further agree that the liability cap set forth herein shall not be applied cumulatively or on a per claim basis and nothing shall be construed so as to enlarge that aggregate limit. THE PARTIES AGREE THAT THE ABOVE TERMS REPRESENT A FAIR ALLOCATION OF RISK BETWEEN THE PARTIES

WITHOUT WHICH THEY WOULD NOT HAVE ENTERED INTO THE AGREEMENT.

7. **Term and Termination**

A. **Term; Termination.** Unless terminated earlier as provided in this Agreement, the initial term of this Agreement shall be from the date Apple signs it until the following March 31; and unless either party provides written notice of non-renewal to the other party not less than thirty (30) days before the expiration of any then-current term, this Agreement shall automatically renew for additional one (1) year periods. Either party may terminate this Agreement without cause upon thirty (30) days prior written notice.



Either party may terminate this Agreement upon thirty (30) days prior written notice if the other party is in material breach of this Agreement and has failed to cure such breach within thirty (30) days of the date of such notice.

B. Effect of Termination. The parties agree that upon any notice of termination of this Agreement: (i) the due date of all Apple invoices shall be accelerated so that they become immediately due and payable; (ii) Apple may refuse all or part of any purchase orders received by Apple pursuant to this Agreement after the date of notice of termination; and (iii) Purchaser will cease placing new orders.

C. Survival. All defined terms and the following provisions shall survive any termination of this Agreement: Sections 1, 2.D, 3-4, 5.C, 6, 7.B, 7.C and 8.

8. General

A. Governing Law. If Purchaser is a public institution or agency, this Agreement will be governed and interpreted under the laws of the state in which Purchaser is located. If Purchaser is a private institution, this Agreement will be governed and interpreted under the laws of the State of California, without regard to its conflict of laws provisions (in the event that litigation commences, the parties agree that the venue shall be Santa Clara County, California).

B. Severability. If a court of competent jurisdiction holds that any provision of this Agreement is invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect, and the parties will replace the invalid or unenforceable provision with a valid and enforceable provision that achieves the original intent of the parties and economic effect of the Agreement.

C. Waivers. A party's waiver of any breach by the other party or failure to enforce a remedy will not be considered a waiver of subsequent breaches of the same or a different kind.

D. Export Compliance. This Agreement is subject to all laws, regulations, order or other limitations on the export and re-export of commodities, technical data and software. Purchaser agrees that it will not export, re-export, resell or transfer any export controlled commodity, technical data or software (1) in violation of such limitations imposed by the United States or any other appropriate nation government authority, or (2) to any country for which an export license

or other governmental approval is required at the time of export, without first obtaining all necessary licenses or other approvals, at Purchaser's sole cost and expense.

E. Entire Agreement; Modifications. This Agreement supersedes all previous agreements and representations of, between or on behalf of the parties concerning the subject matter. This Agreement contains all of Apple's and Purchaser's agreements, warranties, understandings, conditions, covenants, and representations concerning the subject matter. In the event of any conflict or inconsistency between the terms of this Agreement and any EULA, the terms of the EULA shall control solely as to the Apple Software covered by that EULA. Neither Apple nor Purchaser will be liable for any agreements, warranties, understandings, conditions, covenants, or representations not expressly set forth or referenced in this Agreement. Any different or additional provisions in purchase orders, invoices or similar documents issued by Purchaser at any time are hereby deemed refused by Apple and such refused provisions will be unenforceable. Except as otherwise provided in this Agreement, no modification to this Agreement will be binding unless in writing and signed by an authorized representative of each party.

F. Counterparts. This Agreement may be executed in one or more counterparts (including by facsimile), each of which when so executed shall be deemed to be an original and shall have the same force and effect as an original but such counterparts together shall constitute one and the same instrument.

G. Force Majeure. Neither party shall be liable for any delay or failure to meet its obligations (except for Purchaser's payment obligations) under this Agreement due to circumstances beyond its reasonable control, including but not limited to war, riot, insurrection, civil commotion, epidemics, labor strikes or lockouts, shortages, factory or other labor conditions, fire, flood, earthquake or storm. Notwithstanding, this provision shall not be construed to relieve Purchaser of its obligations to make payments to Apple pursuant to this Agreement.

H. Authority. Purchaser represents and warrants that it has all right, power and authority under applicable law to enter into and perform this Agreement and that the person signing below has the requisite legal authority to bind Purchaser to the terms of this Agreement.

The duly authorized representatives of the parties execute this Agreement as of the Effective Date.

Purchaser

SIGNATURE:

PRINT NAME: Eva Rae Lueck

TITLE: Chief Business & Financial Officer

DATE: October 25, 2013

Apple Inc.

SIGNATURE:

PRINT NAME: DAVID ALAN

TITLE: SR. CONTRACT MANAGER

DEPT: WW CONTRACTS

EFFECTIVE DATE: 10/21/13



Amendment to the Education/State & Local Government Purchase Agreement

This Amendment to the Education/State & Local Government Purchase Agreement ("Amendment") modifies the Education/State & Local Government Purchase Agreement ("Agreement"), dated on or about October _____, 2013 between Apple Inc., a California corporation located at 1 Infinite Loop, Cupertino, CA 95014 ("Apple") and:

Company Name ("Purchaser"): Glendale Unified School District
Address: 223 North Jackson Street
City, ST, Zip: Glendale, CA 91206

This Amendment entered into by the above-named parties amends the Agreement as follows:

1. Section 1. "Definitions"

The following Section 1.F, "Additional Eligible Purchasers," is added to the Agreement:

"(i) Eligible Purchasers include Purchaser and any school districts and their public or private not-for-profit school systems, Boards of Education, state universities and colleges, and community, vocational and technical colleges, state, county or city agency or department (including fire departments and libraries), special district, port authority, municipality, township, or Indian reservation in the State that Purchaser is located. Products purchased shall be for each of the Eligible Purchaser's own use in its facilities in the United States or in connection with educational purposes and shall not be purchased for the purpose of resale to another entity or individual. Apple reserves complete discretion in making eligibility determinations.

(ii) The Purchaser shall be responsible and be liable only for purchases made directly by it on its own purchase orders and shall not be liable for any purchases made by or acts of any other Eligible Purchaser purchasing under this Agreement."

2. Section 7.A. "Term and Termination"

Section 7.A, "Term and Termination" is deleted in its entirety and replaced with the following:

"7.A. Term; Termination. Unless terminated earlier as provided in this Agreement, the initial term of this Agreement shall be from the date Apple signs it until the following October 15, 2014; and unless either party provides written notice of non-renewal to the other party not less than thirty (30) days before the expiration of any then-current term, this Agreement may be renewed by mutual written consent of the parties for four (4) additional one (1) year periods through October 15, 2018. Either party may terminate this Agreement without cause upon thirty (30) days prior written notice. Either party may terminate this Agreement upon thirty (30) days prior written notice if the other party is in material breach of this Agreement and has failed to cure such breach within thirty (30) days of the date of such notice."

Unless specifically changed by this Amendment, the terms and conditions of the Agreement remain in full force and effect and apply to all transactions contemplated by this Amendment. In the event of a conflict between the provisions of the Agreement and provisions of this Amendment, the provisions of this Amendment will prevail.

The duly authorized representatives of the parties execute this Amendment as of the dates set forth below.

Purchaser
SIGNATURE:
PRINT NAME: Eva Rae Lueck
TITLE: Chief Business & Financial Officer
DATE: October 25, 2013

Apple Inc.
SIGNATURE:
PRINT NAME: DAVID RYAN
TITLE: Sr CONTRACTS MANAGER
DEPT: Sales Contracts Management
EFFECTIVE DATE: 10/31/13



Apple Professional Services Agreement

This Apple Professional Services Agreement ("Agreement") is made between Apple Inc., a California corporation located at 1 Infinite Loop, Cupertino, CA 95014 ("Apple") and:

Company Name ("Customer"): Glendale Unified School District

Address: 223 North Jackson Street

City, ST, Zip: Glendale, CA 91206

1. Definitions

A. "Agreement" means collectively this Apple Professional Services Agreement, any exhibits, addendums, amendments or additions, and any documents or materials incorporated by reference.

B. "Confidential Information" means confidential information disclosed by either party to the other, including but not limited to the terms and conditions of this Agreement, any non-public information relating to the other party's research, development, proprietary technology, product and marketing plans, finances, personnel, business opportunities, and pricing, but not including information that becomes public knowledge except to the extent made public in violation of this Agreement.

C. "Services" means the information technology consulting services that Customer acquires from Apple, as identified in a SOW.

D. "Statement of Work" or "SOW" means a uniquely numbered document detailing the Services that Customer will acquire from Apple, substantially in the format attached hereto as Exhibit A.

2. Services

A. Statement of Work

This Agreement shall serve as a master agreement for the acquisition of Services from Apple to Customer. It is agreed that when Services are to be performed, the parties shall prepare and execute a SOW. All Services to be performed by Apple shall be documented in a SOW. Each SOW shall set forth, at a minimum, a description of the Services, the duration of the Services, and the fees for the Services. By referencing the number and date of this Agreement, each SOW shall incorporate all terms contained herein. Apple shall have the right to accept or decline any proposed SOW.

B. Delivery and Acceptance

Apple shall make reasonable efforts to provide Services on a timely basis, subject to availability of qualified personnel and the difficulty and scope of the Services. However, Apple shall not be liable for its failure to do so, nor will it be in breach of this Agreement solely by reason of such failure. Apple may reassign and substitute personnel at anytime and may provide the same or similar Services to other customers. Services supplied by Apple under this Agreement are provided to assist Customer. Customer, not Apple, will be responsible for determining objectives. Services shall be deemed accepted, on date of delivery or upon conclusion of any agreed acceptance period stated in the SOW, if the Services substantially conform to their description.

3. Compensation

A. Fees and Expenses

In consideration of Services performed, Customer agrees to pay Apple the fees and expenses specified in the applicable SOW. If no fee is specified, Customer agrees to pay Apple's then current fee rate for each hour of Service performed. Customer may specify in each SOW an authorized limit of fees and expenses for which it shall pay for Services performed, and Apple agrees not to incur additional fees and expenses beyond the limits specified without prior written approval from Customer.

B. Invoicing

Provided Customer is eligible for Apple's credit terms; fees and expenses shall be invoiced after Services are performed on a monthly basis unless otherwise specified in the SOW. Fees due for fraction of hours shall be rounded up to the nearest whole number. Any overdue amounts shall be subject to a finance charge at the rate of 1.5% per month commencing on the date such amount becomes overdue, or the highest rate permitted by applicable law, whichever is lower. Customer will pay any tax Apple becomes obligated to pay by virtue of this Agreement exclusive of taxes based on the net income of Apple. Payment of fees and expenses shall be due thirty (30) days from date of Apple's invoice.

4. Confidentiality. Neither party will use the other's Confidential Information except as required to achieve the objectives of this Agreement, or will disclose such Confidential Information except to employees, agents or contractors who have a need to know or as required by law. Neither party will make any disclosure or statement of Confidential Information in connection with this Agreement or its subject matter without the other's prior written consent or as required by law.

5. Ownership. Any ideas, concepts, inventions, know-how, data-processing techniques, software or documentation developed by Apple personnel (alone or jointly with Customer) in connection with Services provided to Customer ("Apple Information") will be the exclusive property of Apple, except to the extent that such items are a derivative of Customer's property. Apple grants Customer a non-exclusive, royalty-free, non-transferable (without right to sublicense) license to use the software or other proprietary rights in Services developed under this Agreement. Apple may provide Customer with specific, customized or unique suggestions or information as part of the Services developed by Apple, which suggestions or information do not have application to other customers of Apple ("Customer-Owned Information"). Apple will identify all Customer-Owned Information and furnish that information to Customer subject to the qualifications set forth in this Agreement, and Customer will own all of Apple's right, title and interest in the Customer-Owned Information.

6. Warranty. Except as expressly represented otherwise in this Agreement, and to the extent not prohibited by law, all Services provided by or on behalf of Apple to Customer under this Agreement are furnished on an "AS-IS" basis, without warranty of any kind, whether express, implied, statutory or otherwise especially as to quality, reliability, timeliness, usefulness, sufficiency and accuracy. ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES OF CONDITION, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED BY APPLE. NO ORAL OR WRITTEN INFORMATION PROVIDED BY APPLE SHALL CREATE A WARRANTY UNLESS INCORPORATED INTO THIS AGREEMENT.

7. Limitation of Liability and Remedies. IN NO EVENT, WHETHER AS A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT, STRICT LIABILITY, STATUTE OR OTHERWISE, SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR INDIRECT DAMAGES (INCLUDING LOST BUSINESS PROFITS, LOSS OF DATA, INTERRUPTION IN USE OR UNAVAILABILITY OF DATA) OR FOR PUNITIVE OR EXEMPLARY DAMAGES. IN THE EVENT THAT APPLE SHALL FAIL TO PROVIDE SERVICES IN ACCORDANCE WITH THIS AGREEMENT, APPLE'S



ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY SHALL BE FOR APPLE TO USE ITS REASONABLE EFFORTS TO REPERFORM THOSE SERVICES WITHIN A REASONABLE PERIOD OF TIME; PROVIDED, THAT IN THE EVENT APPLE IS UNABLE TO CORRECT ANY DEFAULT OR BREACH OF THIS AGREEMENT BY IT, APPLE MAY ELECT TO REFUND ALL PAYMENTS ACTUALLY RECEIVED BY IT FROM CUSTOMER FOR THE SERVICES IN QUESTION, IN FULL SATISFACTION OF APPLE'S OBLIGATIONS UNDER THIS AGREEMENT. THE SAID REPERFORMANCE OR REFUND SHALL CONSTITUTE APPLE'S ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY FOR SUCH DEFAULT OR BREACH. IN NO EVENT SHALL THE AGGREGATE LIABILITY FOR DAMAGES OF APPLE, ITS EMPLOYEES OR AGENTS, EXCEED THE AMOUNTS CUSTOMER ACTUALLY PAID TO APPLE FOR THE SERVICES AT ISSUE UNDER THIS AGREEMENT. TO THE EXTENT NOT PROHIBITED BY LAW, THE LIMITATIONS IN THIS SECTION SHALL APPLY TO PERSONAL INJURY LIABILITY.

8. Indemnification. Apple will defend or settle any claim against Customer that a Service delivered under this Agreement (collectively referred to as "Deliverables") infringes a United States patent, utility model, industrial design, copyright, mask work or trademark, provided Customer (i) promptly notifies Apple in writing of the claim, and (ii) cooperates with Apple in and grants Apple sole authority to control the defense and any related settlement. Apple will pay the cost of such defense and settlement and any costs and damages finally awarded against Customer. If such a claim is made or appears likely to be made, Apple may procure the right for Customer to continue using the Deliverable(s), may modify the Deliverable(s), or may replace it. If a court enjoins use of the Deliverable(s) or Apple determines that none of these alternatives is reasonably available, Apple will take back the Deliverable(s) and refund its value. Apple is not liable for any claim of infringement arising from Apple's compliance with any designs, specifications or instructions of Customer, modification of the Deliverable(s) by Customer or a third party, or use of the Deliverable(s) in a way not specified by Apple. These terms state the entire liability of Apple for claims of infringement by Deliverables supplied by Apple.

9. Term and Termination

A. Term

Unless terminated earlier as provided in this Agreement, the initial term of this Agreement shall be from the date Apple signs it until March 31, 2011; and unless either party provides written notice to the contrary to the other party not less than thirty (30) days before the expiration of any renewal term, this Agreement shall be renewed for additional one (1) year periods.

B. Termination

(i) Termination of Agreement. Either party may terminate this Agreement without cause upon thirty (30) days prior written notice. Either party may terminate this Agreement immediately in the event the other is in material breach of this Agreement. In the event notice is given terminating this Agreement, the due date of all Apple invoices shall be accelerated so that they become due and payable as of the date of notice of termination.

(ii) Termination of a SOW. If Apple is not in default of any of its obligations under a SOW, and the performance of Services is stopped through any wrongful act or neglect of Customer, or Customer fails to make payment to Apple when due, Apple may give written notice to Customer of its intent to terminate performance under a SOW or a portion thereof, specifying the grounds thereof. If the Customer fails within ten (10) days to cure the act or neglect specified or to make the payment identified therein as past due, Apple may then terminate performance of Services and recover payment from the Customer for all Services performed prior to the termination date. The Customer may, for its sole convenience, cancel a SOW in whole or in part, by giving Apple ten (10) days written notice

of its intention to do so. In the event of such cancellation, Apple shall be entitled to recover for all Services performed prior to the effective termination, together with its reasonable extra costs incurred by reason of the cancellation.

C. Termination for Cause

Either party may terminate a SOW immediately if the other party has (i) failed to cure any breach of this Agreement and/or the SOW within thirty (30) days of written notice from the non-breaching party, (ii) breached the terms of the section entitled "Confidentiality", or (iii) become insolvent, makes a general assignment for the benefit of creditors or becomes subject to any proceeding under any bankruptcy or insolvency law.

D. Survivorship

Those sections that by their nature survive expiration or termination of this Agreement will survive expiration or termination.

10. General

A. Governing Law; Venue; Limitation of Claims

This Agreement will be governed and interpreted under the laws of the State of California, without regard to its conflict of laws provisions. In the event of any dispute or controversy between the parties to this Agreement, the parties shall try to resolve the dispute in a fair and reasonable way. To that end, the parties shall first attempt to resolve such dispute or controversy through one senior management member of each party. If the parties' senior management members are unable to resolve such dispute or controversy within sixty (60) days after the complaining party's written notice to the other party of such dispute or controversy, the parties shall further seek to resolve the dispute or controversy pursuant to non-binding mediation conducted in either Santa Clara County or San Francisco, California. Each party shall bear its own expenses in connection with the mediation, except that Apple shall pay the fees and expenses of the mediator. If the parties are unable to resolve the dispute or controversy within sixty (60) days after commencing mediation, either party may commence litigation in the state or federal courts in Santa Clara County, California (but only such courts). Notwithstanding the foregoing, each party shall have the right to seek equitable relief in order to protect any rights to confidentiality or intellectual property. The parties hereby waive any bond requirements for obtaining equitable relief. To the extent permitted by law, EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES ALL RIGHT OF TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER OR NOT RELATING TO OR ARISING OUT OF THIS AGREEMENT). ANY LITIGATION ARISING OUT OF ANY DISPUTE OR CONTROVERSY BETWEEN THE PARTIES TO THIS AGREEMENT MUST BE BROUGHT WITHIN ONE (1) YEAR FROM THE FIRST DATE SUCH ACTION COULD HAVE BEEN BROUGHT. IF A LONGER PERIOD IS PROVIDED BY STATUTE, THE PARTIES HEREBY EXPRESSLY WAIVE IT.

B. Independent Contractor

During performance of the Agreement, Apple shall be an independent contractor and not an agent of the Customer. Apple shall supervise the performance of its own services and shall have control of the manner and means by which the Services are performed, subject to compliance with the Agreement and any plans, specifications, schedules, or other items agreed to in a SOW.

C. Non-Solicitation of Employees

During the term of this Agreement, and for one (1) year thereafter, Customer shall not offer employment to, or employ, an employee or contractor of Apple directly involved in Services, or induce such employee or contractor to breach any employment agreement or services contract with Apple. This restriction shall not apply to a Customer making offers of employment through general public advertisements.

D. Publicity



In connection with Apple's promotion of its professional services, including but not limited to, referential listings of customers on its web site, Customer grants to Apple a worldwide non-exclusive royalty free license to publicly use Customer's name and trademark(s) in connection with informing others of Customer's utilization of such services. Apple agrees to make reasonable efforts to adhere to any trademark guidelines that Customer may wish Apple to adopt, as delivered in writing to Apple from time to time.

E. Force Majeure

Neither party shall be liable for any delay or failure to meet its obligations under this Agreement due to circumstances beyond its reasonable control, including but not limited to war, riot, insurrection, civil commotion, labor strikes or lockouts, shortages, factory or other labor conditions, fire, flood, earthquake or storm.

F. Notices

Any notice under this Agreement, must be in writing and will be deemed given upon the earlier of actual receipt or ten (10) days after being sent by first class mail, return receipt requested, to the address set forth below for Apple and to the address designated on this Agreement by Customer for receipt of notices, or as may be provided by the parties.

Apple Inc.
Sales Contracts Management
1 Infinite Loop, M/S 38-2CM
Cupertino, CA 95014

Either party may give notice of its change of address for receipt of notices by giving notice in accordance with this section.

G. Assignment

Apple may use subcontractors to perform Services under this Agreement. Customer may not assign this Agreement without the written approval of Apple. Any attempt by Customer to assign without Apple's approval shall be deemed void.

H. Severability

If any provision of this Agreement should be held to be unenforceable or invalid for any reason, such unenforceability or invalidity shall not affect the enforceability or validity of the remaining provisions, and the parties will substitute for such provision an enforceable and valid provision, which most closely approximates the intent and economic effect of the unenforceable or invalid provision.

I. Entire Agreement

Apple and Customer acknowledge that this Agreement and any associated Statements of Work supersedes and extinguishes all previous agreements and representations of, between or on behalf of the parties with respect to its subject matter. This Agreement contains all of Apple's and Customer's agreements, warranties, understandings, conditions, covenants, and representations with respect to its subject matter. Neither Apple nor Customer will be liable for any agreements, warranties, understandings, conditions, covenants, or representations not expressly set forth or referenced in this Agreement. Apple is deemed to have refused any different or additional provisions in purchase orders, invoices or similar documents, unless Apple affirmatively accepts such provision in writing, and such refused provisions will be unenforceable.

J. Modifications

Except as otherwise provided in this Agreement, no modification to this Agreement will be binding unless in writing and signed by an authorized representative of each party.

K. Customer's Responsibilities and Representations


Customer shall provide Apple equipment, information, and facilities necessary to perform Services described in the SOW, unless agreed otherwise by the parties.

L. Counterparts

This Agreement may be executed in one or more counterparts (including by facsimile), each of which when so executed shall be deemed to be an original and shall have the same force and effect as an original but such counterparts together shall constitute one and the same instrument.

The duly authorized representatives of the parties execute this Agreement as of the dates set forth below.

Customer

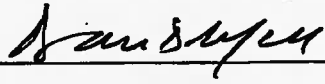
SIGNATURE: 

PRINT NAME: Eva Rae Lueck

TITLE: Chief Business & Financial Officer

DATE: October 25, 2013

Apple Inc.

SIGNATURE: 

PRINT NAME: DAVID RYAN

TITLE: Sr. Contract & Mgr

DEPT: Sales Contracts Management

EFFECTIVE DATE: 10/31/13



Amendment to the Apple Professional Services Agreement

This Amendment to the Apple Professional Services Agreement ("Amendment") modifies the Apple Professional Services Agreement ("Agreement"), dated on or about October ____, 2013 between Apple Inc., a California corporation located at 1 Infinite Loop, Cupertino, CA 95014 ("Apple") and:

Company Name ("Customer"): Glendale Unified School District
Address: 223 North Jackson Street
City, ST, Zip: Glendale, CA 91206

This Amendment entered into by the above-named parties amends the Agreement as follows:

1. Section 1. "Definitions"

The following Section 1.E, "Additional Eligible Purchasers," is added to the Agreement:

"(i) Eligible Purchasers include Purchaser and any school districts and their public or private not-for-profit school systems, Boards of Education, state universities and colleges, and community, vocational and technical colleges, state, county or city agency or department (including fire departments and libraries), special district, port authority, municipality, township, or Indian reservation in the State that Purchaser is located. Products and Services purchased shall be for each of the Eligible Purchaser's own use in its facilities in the United States or in connection with educational purposes and shall not be purchased for the purpose of resale to another entity or individual. Apple reserves complete discretion in making eligibility determinations.

(ii) The Purchaser shall be responsible and be liable only for purchases made directly by it on its own purchase orders and shall not be liable for any purchases made by or acts of any other Eligible Purchaser purchasing under this Agreement."

2. Section 9.A. "Term and Termination"

Section 9.A, "Term and Termination" is deleted in its entirety and replaced with the following:

"9.A. Term; Termination. Unless terminated earlier as provided in this Agreement, the initial term of this Agreement shall be from the date Apple signs it until the following October 15, 2014; and unless either party provides written notice of non-renewal to the other party not less than thirty (30) days before the expiration of any then-current term, this Agreement may be renewed by mutual written consent of the parties for four (4) additional one (1) year periods through October 15, 2018. Either party may terminate this Agreement without cause upon thirty (30) days prior written notice. Either party may terminate this Agreement upon thirty (30) days prior written notice if the other party is in material breach of this Agreement and has failed to cure such breach within thirty (30) days of the date of such notice."

Unless specifically changed by this Amendment, the terms and conditions of the Agreement remain in full force and effect and apply to all transactions contemplated by this Amendment. In the event of a conflict between the provisions of the Agreement and provisions of this Amendment, the provisions of this Amendment will prevail.

The duly authorized representatives of the parties execute this Amendment as of the dates set forth below.

Customer
SIGNATURE: [Signature]
PRINT NAME: Eva Rae Lueck
TITLE: Chief Business & Financial Officer
DATE: October 25, 2013

Apple Inc.
SIGNATURE: [Signature]
PRINT NAME: DAVID ALAN
TITLE: Sr. Contract Manager
DEPT: Sales Contracts Management
EFFECTIVE DATE: 10/31/13

From: Austin Contracts austincontracts@apple.com
Subject: Re: Victor Valley College
Date: April 10, 2015 at 8:31 AM
To: Theresa Bazarto Theresa.Bazarto@vvc.edu
Cc: Austin Contracts austincontracts@apple.com, Jennifer Dame jdame@apple.com, Jim Evans jim.evans@apple.com, Renee Reyes Renee.Reyes@vvc.edu



Hello Theresa,

It will take some time to go through the termination process for your current contract (that is not a fast process). However, I have gone forward with moving your account to be partnered to the Glendale agreement, and that request is completed. Account 33221 is now partnered to the Glendale USD agreement.

Thank you,

Nick DeWitt

Austin Contracts
austincontracts@apple.com
Fax: 1-866-784-4004

On Apr 7, 2015, at 6:50 PM, Theresa Bazarto <Theresa.Bazarto@vvc.edu> wrote:

Greetings,

VVC would like to purchase a number of Apple Computers piggybacking on the Glendale Unified School District and Apple Inc. agreement.

It is urgent that we get this agreement processed before end of week, as all completed paper is due in our President's office by Monday 4/13/15 to be submitted for board approval on the 5/12/15 meeting. This submission will allow a little over a month for VVC to receive all 90 computers before the end of our budgeted fiscal year.

Once the piggyback agreement is in place, please terminate old agreement # 573519.

Thank you.



Theresa Bazarto,
Administrative Secretary II | Information Technology & Management Information Systems
Victor Valley College
18422 Bear Valley Road
Victorville, CA 92395
Office:
Email: Theresa.Bazarto@vvc.edu
Phone: 760-245-4271 x2333

<Scan 001.pdf>

Apple Inc. Education Price Quote

Customer: Robert Romberger
VICTOR VALLEY COLLEGE
Phone: 7602454271
email: robert.romberger@vvc.edu

Apple Inc:

Jennifer Dame
1 Infinite Loop
MS: 111-HOM
Cupertino, CA 95014
Phone: 619-441-2067
Fax:
email: jdame@apple.com

Apple Quote: 2202184879
Quote Date: 10-Apr-2015
Quote Valid Until: 30-May-2015

Quote Comments:
Order to be placed against Agreement # 4060 (Glendale Unified Agreement)

#	Product Description	Qty	Unit List Price	Discount per Unit	Unit Discounted Price	Extended Discounted Price
1	iMac 21.5-inch 065-C27P 2.7GHz Quad-core Intel Core i5, Turbo Boost up to 3.2GHz 065-C27W Intel Iris Pro Graphics 065-C1GJ 8GB 1600MHz DDR3 SDRAM - 2x4GB 065-C1GP 1TB Serial ATA Drive @ 5400 rpm 065-C1H7 Apple Mouse 065-C1HD Apple Keyboard with numeric keypad (English) / User's Guide (English) Part Number ZOPD	90	1,249.00	37.47	1,211.53	109,037.70
2	AppleCare Protection Plan for iMac - Auto-enroll Part Number S3128LL/A	90	119.00	3.57	115.43	10,388.70
3	iMac 27-inch 065-C27Q 3.2GHz Quad-core Intel Core i5, Turbo Boost up to 3.6GHz 065-C280 NVIDIA GeForce GT 755M 1 GB GDDR5 065-C1GL 8GB 1600MHz DDR3 SDRAM - 2x4GB 065-C1GT 1TB Serial ATA Drive @ 7200 rpm 065-C1H7 Apple Mouse 065-C1HD Apple Keyboard with numeric keypad (English) / User's Guide (English) Part Number ZOPF	1	1,699.00	50.97	1,648.03	1,648.03
4	AppleCare Protection Plan for iMac - Auto-enroll Part Number S3128LL/A	1	119.00	3.57	115.43	115.43

Extended EDU List Price Total	124,938.00
Total Discount	3,748.14
Extended Discounted Price Subtotal	121,189.86
- eWaste Fee / Recycling Fee	364.00
- Estimated Sales Tax	8,854.86
-	-
Extended Discounted Total Price*	130,408.72
*In most cases Extended discounted Total price does not include Sales Tax	
*If applicable, eWaste/Recycling Fees are included. Standard shipping is complimentary	

Complete your order by one of the following:

- This document has been created for you as Apple Quote ID 2202184879. Please contact your institution's Authorized Purchaser to submit the above quote online at <https://ecommerce.apple.com>. Simply go to the Quote area of your Apple Education Online Store, click on it and convert to an order.
 - If you are the Authorized Purchaser and need to register for access to the Apple Education Online Store, go to <http://myaccess.apple.com>. For registration assistance, call 1.800.800.2775, option 4, option 1.
- If you are unable to submit your order online, please send a copy of this quote with your Purchase Order via email to institutionorders@apple.com.
 - For more information, go to provision C below, for details.

THIS IS A QUOTE FOR THE SALE OF PRODUCTS OR SERVICES. YOUR USE OF THIS QUOTE IS SUBJECT TO THE FOLLOWING PROVISIONS WHICH CAN CHANGE ON SUBSEQUENT QUOTES:

- ANY ORDER THAT YOU PLACE IN RESPONSE TO THIS QUOTE WILL BE GOVERNED BY (1) ANY CONTRACT IN EFFECT BETWEEN APPLE INC. ("APPLE") AND YOU AT THE TIME YOU PLACE THE ORDER OR (2), IF YOU DO NOT HAVE A CONTRACT IN EFFECT WITH APPLE, CONTACT austincontracts@apple.com.
- ALL SALES ARE FINAL. PLEASE REVIEW RETURN POLICY BELOW IF YOU HAVE ANY QUESTIONS. IF YOU USE YOUR INSTITUTION'S PURCHASE ORDER FORM TO PLACE AN ORDER IN RESPONSE TO THIS QUOTE, APPLE REJECTS ANY TERMS SET OUT ON THE PURCHASE ORDER THAT ARE INCONSISTENT WITH OR IN ADDITION TO THE TERMS OF YOUR AGREEMENT WITH APPLE.
- YOUR ORDER MUST REFER SPECIFICALLY TO THIS QUOTE AND IS SUBJECT TO APPLE'S ACCEPTANCE. ALL FORMAL PURCHASE ORDERS SUBMITTED BY EMAIL MUST SHOW THE INFORMATION BELOW:
 - APPLE INC. AS THE VENDOR
 - BILL-TO NAME AND ADDRESS FOR YOUR APPLE ACCOUNT
 - PHYSICAL SHIP-TO NAME AND ADDRESS (NO PO BOXES)
 - PURCHASE ORDER NUMBER
 - VALID SIGNATURE OF AN AUTHORIZED PURCHASER
 - APPLE PART NUMBER AND/OR DESCRIPTION OF PRODUCT AND QUANTITY
 - TOTAL DOLLAR AMOUNT AUTHORIZED OR UNIT PRICE AND EXTENDED PRICE ON ALL LINE ITEMS
 - CONTACT INFORMATION: NAME, PHONE NUMBER AND EMAIL
- UNLESS THIS QUOTE SPECIFIES OTHERWISE, IT REMAINS IN EFFECT UNTIL **30-May-2015** UNLESS APPLE WITHDRAWS IT BEFORE YOU PLACE AN ORDER, BY SENDING NOTICE OF ITS INTENTION TO WITHDRAW THE QUOTE TO YOUR ADDRESS SET OUT IN THE QUOTE.
 - APPLE MAY MODIFY OR CANCEL ANY PROVISION OF THIS QUOTE, OR CANCEL ANY ORDER YOU PLACE PURSUANT TO THIS QUOTE, IF IT CONTAINS A TYPOGRAPHIC OR OTHER ERROR.
- THE AMOUNT OF THE VOLUME PURCHASE PROGRAM (VPP) CREDIT SHOWN ON THIS QUOTE WILL ALWAYS BE AT UNIT LIST PRICE VALUE DURING REDEMPTION ON THE VPP STORE.
- UNLESS SPECIFIED ABOVE, APPLE'S STANDARD SHIPPING IS INCLUDED IN THE TOTAL PRICE.

SEA # 1434053
Opportunity ID: 150094697
<https://ecommerce.apple.com>
Fax:

[Terms & Use](#) | [Privacy Policy](#) | [Terms & Conditions](#) | [Return Policy](#)
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Document rev 10.5

Date of last revision - March 24th, 2015



Vanessa Boenig
Bids & Direct Operations Contracts Manager



SOLE SOURCE JUSTIFICATION FORM

In accordance with State requirements (California Education Code Section 81651) this order is justified as "Sole-Source". Procurement transactions are reviewed annually by outside Auditors. Therefore, the justification provided should be sufficiently detailed to satisfy an Audit review.

If competitive quotes were secured, please submit them to Purchasing. Competitive quotes are the best way to show that the price is "fair and reasonable". If competitive quotes were not secured, then there should be an explanation of the method used to determine the reasonableness of the price and technical reasons for selecting the suggested supplier. Completion of this form does not guarantee an automatic approval of the "Sole Source" justification. Purchasing will make the determination if it is a justifiable sole source purchase. Please complete the following (additional pages may be attached for further documentation):

Requester's Name: Frank Smith
Department: Technology & Information Resources
Requester's Signature _____

Phone: (760) 245-4271 ext. 2314
E-mail: frank.smith@vvc.edu

Managers Signature _____
VP - Admin Services Signature _____

Fiscal Office Signature [Signature]

The purchase will be used for: Classroom/teaching Maintenance/repair
 Other (specify) _____

The description and unique characteristics of the item(s) I am requesting are:
Victor Valley College to purchase 90 iMac computers for the Art and Photo Lab. These computers will be replacing the current outdated computers used in the labs to meet the instructional requirements. Reference I-25 on the Campus Technology list.

The companies (vendors) I contacted *and* the brands I investigated. Specify the reasons for not meeting technical specifications (additional pages may be attached).
Sole Source for Apple, Inc. is needed for the replacement of 90 iMac computers in the Art and Phone Lab at Victor Valley College. The District will exercise the right to purchase these computers foregoing the standard bidding requirement as Apple, Inc. is a sole supplier of the needed commodity.

I am requesting this purchase as a sole source because (check if applies):

- Vendor is sole provider of licensed or patented goods or services
- Match existing/compatible with my existing equipment:
 - VVCCD ASSET # _____ Serial # _____
 - As a replacement or repair part to match existing equipment (standards)
 - As an accessory or option
 - As a component to be interfaced with the existing equipment
- Vendor is a sole provider of factory-authorized warranty service
- Maintenance is from the original equipment manufacturer

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

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

TOPIC: REOPENER - BARGAINING PROPOSALS FROM THE DISTRICT AND AFT

SUBMITTED BY: Trinda Best, Human Resources

RECOMMENDED BY: Roger W. Wagner

APPROVED BY: Roger W. Wagner 

Description/Background:

In accordance with applicable provisions of the California Government Code, the Board should acknowledge receipt of both the District's and AFT's re-opener bargaining proposals as the first step in the process for collective bargaining. Both the District's and AFT's re-opener bargaining proposals will be available for review by the general public in the Human Resources Office, Building #10, Victor Valley College, 18422 Bear Valley Road, Victorville, CA, between the hours of 8:30 a.m. and 4:30 p.m. until the next Board of Trustees meeting on June 9, 2015.

Need:

Government Code Section(s) 3540 and 3547, requires that before an employer and union can negotiate the initial proposal must be presented at a public meeting and the District must formally adopt the District's proposal.

Fiscal Impact:

None

Recommended Action:

It is recommended by the Superintendent/President that the Board of Trustees acknowledge receipt of this intent to reopen negotiations on two articles by both the District and AFT.

It is also recommended that the Board announce the availability of the District's and AFT's re-opener bargaining proposals in the Human Resources Office for public review.

It is further recommended that the Board announce a public hearing on the District's and AFT's re-opener bargaining proposals to be scheduled at the June 9, 2015 Board of Trustees meeting.

Legal Review: YES ___ NOT APPLICABLE X ___

Reference for Agenda: YES X NO ___

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

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

TOPIC: EMERITUS STATUS

SUBMITTED BY: Trinda Best

RECOMMENDED BY: Trinda Best *Trinda Best*

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

Description/Background:

Emeritus status has been requested and approved for the following academic retiree. The appropriate departments have been notified to take the necessary actions to provide the emeritus status benefits.

John Rude – Professor Emeritus, Communications Studies/Theater Arts

Need:

Fiscal Impact:

None

Recommended Action:

Emeritus status is presented as an informational item; no board action is necessary

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

Reference for Agenda: YES ___ NO **X**

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

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

TOPIC: DISTINGUISHED SERVICE

SUBMITTED BY: Trinda Best

RECOMMENDED BY: Trinda Best *Trinda Best*

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

Description/Background:

Distinguished Service has been requested and approved for the following management retiree. The appropriate departments have been notified to take the necessary actions to provide the Distinguished Service status benefits.

Annette McComas – Distinguished Service, Executive Assistant-Supt/Pres.

Need:

Fiscal Impact:

None

Recommended Action:

Distinguished Service is presented as an informational item; no board action is necessary

Legal Review: YES ___ NOT APPLICABLE X___

Reference for Agenda: YES ___ NO X___

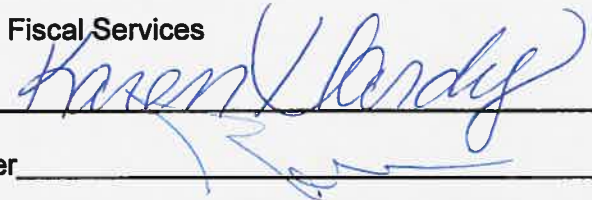
**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM**

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

TOPIC: QUARTERLY FINANCIAL REPORTS

SUBMITTED BY: Karen Hardy, Fiscal Services

RECOMMENDED BY: Karen Hardy



APPROVED BY: Roger Wagner



Description/Background:

Financial reports are being presented for the period ending March 31, 2015, for the General Fund (01), Special Revenue Fund (39), Bond Fund (42), Capital Outlay Projects Fund (71), Child Development Center Fund (72), Student Center Fee Fund (73), Health Trust Fund (75), Insurance Trust Fund (78), ASB, Auxiliary Services, Bookstore, and Federal Grant Funds.

A copy of the original unaudited quarterly financial report is available in the Superintendent/President's office.

Need: N/A

Fiscal Impact: None

Recommended Action:

This is an information only item.

Legal Review: YES ___ NOT APPLICABLE X

Reference for Agenda: YES ___ NO ___

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
2014-2015 Financial Statements
GENERAL FUND - FUND 01
As of 03/31/15

	Budget	Actual	Budget Remaining	Percentage Remaining
Beginning Fund Balance 7/1/14	\$ 10,653,407			
<u>Revenues</u>				
Federal	\$ 2,585,695	\$ 1,142,582	\$ 1,443,113	55.81%
State	53,985,046	43,227,264	10,757,782	19.93%
Local	12,394,813	8,882,758	3,512,055	28.33%
<u>Total Revenues</u>	\$ 68,965,554	\$ 53,252,603	\$ 15,712,951	
<u>Expenditures</u>				
Academic Salaries	\$ 26,014,321	\$ 17,739,862	\$ 8,274,459	31.81%
Classified Salaries	15,107,372	10,580,240	4,527,131	29.97%
Benefits	12,240,112	8,386,906	3,853,206	31.48%
Supplies	2,101,987	877,779	1,224,208	58.24%
Operating Expenses	17,137,643	7,265,621	9,872,022	57.60%
Capital Outlay	3,599,675	828,307	2,771,368	76.99%
Transfers, Grants	558,606	248,299	310,307	55.55%
Reserve for Contingencies	107,615	-	107,615	100.00%
<u>Total Expenditures</u>	\$ 76,867,331	\$ 45,927,015	\$ 30,940,316	
Excess Revenues/(Expenditures)	\$ (7,901,777)	\$ 7,325,588		
Month Ending Fund Balance 03/31/15		\$ 17,978,995		
Projected Ending Fund Balance	\$ 2,751,630			

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
2014-2015 Financial Statements
DEBT SERVICE PAYMENT - FUND 21
As of 03/31/15

	Budget	Actual	Budget Remaining	Percentage Remaining
Beginning Fund Balance 7/1/14	\$ 7,739,935			
<u>Revenues</u>				
Local Revenues	\$ 6,908,421	\$ 4,834,375	\$ 2,074,046	30.02%
Bond Proceeds	280,140	0	280,140	100.00%
<u>Total Revenues</u>	\$ 7,188,561	\$ 4,834,375	\$ 2,354,186	
<u>Expenditures</u>				
Debt Service Payments	\$ 6,893,300	\$ 6,895,600	\$ (2,300)	-0.03%
<u>Total Expenditures</u>	\$ 6,893,300	\$ 6,895,600	\$ (2,300)	
 Net Change in Fund Balance	 \$ 295,261	 \$ (2,061,225)	 \$ 482,601	
Month Ending Fund Balance 03/31/15		\$ 5,678,710		
Projected Ending Fund Balance	\$ 8,035,196			

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
2014-2015 Financial Statements
SPECIAL REVENUE - FUND 39
As of 03/31/15

	Budget	Actual	Budget Remaining	Percentage Remaining
Beginning Fund Balance 7/1/14	\$ 29,253,243			
<u>Revenues</u>				
Local Revenues	\$ 1,819,800	\$ 1,326,058	\$ 493,742	27.13%
Transfers In	0	0	0	0.00%
<u>Total Revenues</u>	\$ 1,819,800	\$ 1,326,058	\$ 493,742	
<u>Expenditures</u>				
Debt Service Payments	\$ -	\$ -	\$ -	0.00%
<u>Total Expenditures</u>	\$ -	\$ -	\$ -	
Net Change in Fund Balance	\$ 1,819,800	\$ 1,326,058		
Month Ending Fund Balance 03/31/15		\$ 30,579,301		
Projected Ending Fund Balance	\$ 31,073,043			

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
2014-2015 Financial Statements
BOND PROJECTS FUND - FUND 42
As of 03/31/15

	Budget	Actual	Budget Remaining	Percentage Remaining
Beginning Fund Balance 7/1/14	\$ 23,226,344			
<u>Revenues</u>				
Interest Income	\$ 75,000	\$ 39,218	\$ 35,782	47.71%
<u>Total Revenues</u>	\$ 75,000	\$ 39,218	\$ 35,782	
<u>Expenditures</u>				
Site Improvements	661,075	97,815	563,260	85.20%
Building - New & Remodel	13,936,385	5,945,261	7,991,124	57.34%
<u>Total Expenditures</u>	\$ 14,597,460	\$ 6,043,076	\$ 8,554,384	
 Net Change in Fund Balance	 \$ (14,522,460)	 \$ (6,003,857)		
 Month Ending Fund Balance 03/31/15		 \$ 17,222,487		
 Projected Ending Fund Balance	 \$ 8,703,884			

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
2014-2015 Financial Statements
CAPITAL OUTLAY PROJECTS - FUND 71
As of 03/31/15

	Budget	Actual	Budget Remaining	Percentage Remaining
Beginning Fund Balance 7/1/14	\$ 3,537,652			
Revenues				
Interest Income	\$ 13,000	\$ 33,275	\$ (20,275)	-155.96%
Redevelopment	1,200,000	943,720	256,280	21.36%
Total Revenues	\$ 1,213,000	\$ 976,995	\$ 236,005	
Expenditures				
Supplies	\$ 48,234	\$ 2,560	\$ 45,674	94.69%
Software	6,500	-	6,500	100.00%
Contracts-Maint Agreements	24,518	930	23,589	96.21%
Advertising-Public Relations	-	325	(325)	0.00%
Assessment Fee	4,923	2,423	2,500	50.78%
Contracted services	1,213,639	641,180	572,459	47.17%
License Fees	3,930	424	3,506	89.20%
Other Expenses	5,677	5,676	1	0.00%
New Equipment	259,146	129,860	129,286	49.89%
Computers	12,348	46,531	(34,183)	-276.83%
Furniture	22,796	22,988	(192)	0.00%
Replacement Equipment	78,852	46,781	32,071	40.67%
Transportation Equipment	51,391	51,391	0	0.00%
Reserve for Contingencies	58,704	-	58,704	100.00%
Total Expenditures	\$ 1,790,658	\$ 951,069	\$ 839,589	
Net Change in Fund Balance	\$ (577,658)	\$ 25,927		
Month Ending Fund Balance 03/31/15		\$ 3,563,579		
Projected Ending Funding Balance	\$ 2,959,994			

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
2014-2015 Financial Statements
CHILD DEVELOPMENT CENTER - FUND 72
As of 03/31/15

	Annual Budget	YTD Actual	Budget Remaining	Percentage Remaining
Beginning Fund Balance 7/1/14	\$ 68,494			
<u>Revenues</u>				
State Income	\$ 140,155	\$ 75,575	\$ 64,580	46.08%
Rents & Leases	148,614	111,030	37,584	25.29%
Interest Income	400	107	293	73.27%
Miscellaneous Income	-	116	(116)	0.00%
<u>Total Revenues</u>	\$ 289,169	\$ 186,828	\$ 102,342	
<u>Expenditures</u>				
Academic Salaries	\$ 100,215	\$ 63,566	\$ 36,649	36.57%
Classified Salaries	62,143	44,573	17,570	28.27%
Benefits	75,556	36,226	39,331	52.05%
Instructional Supplies	13,880	1,580	12,300	88.62%
Operating Expenses	5,772	865	4,907	85.01%
Equipment	300	-	300	100.00%
<u>Total Expenditures</u>	\$ 257,866	\$ 146,809	\$ 111,057	
 Net Change in Fund Balance	 \$ 31,303	 \$ 40,019		
 Month Ending Fund Balance 03/31/15		 \$ 108,513		

**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
2014-2015 Financial Statements
STUDENT CENTER FEE - FUND 73
As of 03/31/15**

	Budget	Actual	Budget Remaining	Percentage Remaining
Beginning Fund Balance 7/1/14	\$ 7,781			
<u>Revenues</u>	\$ 116,100	\$ 77,876	\$ 38,224	32.92%
<u>Expenditures</u>				
Transfers Out	\$ 123,881	\$ 7,781	\$ 116,100	93.72%
Net Change in Fund Balance	\$ (7,781)	\$ 70,095		
Month Ending Fund Balance 03/31/15		\$ 77,876		

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
2014-2015 Financial Statements
HEALTH TRUST FUND - FUND 75
As of 03/31/15

	Budget	Actual	Budget Remaining	Percentage Remaining
Beginning Fund Balance 7/1/14	\$ 41,001			
<u>Revenues</u>				
Interest Income	\$ 150	\$ 73	\$ 77	51.12%
<u>Total Revenues</u>	\$ 150	\$ 73	\$ 77	
<u>Expenditures</u>				
Outgoing Transfers	-	-	-	0.00%
<u>Total Expenditures</u>	\$ -	\$ -	\$ -	
 Net Change in Fund Balance	 \$ 150	 \$ 73		
Month Ending Fund Balance 03/31/15		\$ 41,074		
 Projected Ending Fund Balance	 \$ 41,151			

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
2014-2015 Financial Statements
SELF INSURANCE TRUST - FUND 78
As of 03/31/15

	Budget	Actual	Budget Remaining	Percentage Remaining
Beginning Fund Balance 7/1/14	\$ 135,517			
<u>Revenues</u>				
Interest Income	\$ 100	\$ 206	\$ (106)	-106.20%
Interfund Transfers In	33,635	24,000	9,635	-106.20%
<u>Total Revenues</u>	\$ 33,735	\$ 24,206	\$ 9,529	
<u>Expenditures</u>				
Supplies	\$ 3,861	\$ 2,160	\$ 1,701	0.00%
Contracted Services	66,971	46,533	20,438	30.52%
Other Expenses	2,078	2,078	-	0.00%
Lawsuit Settlement Payments	7,000	7,000	-	0.00%
New Furniture/Equipment	8,825	7,026	1,799	0.00%
<u>Total Expenditures</u>	\$ 88,735	\$ 64,797	\$ 23,938	
 Net Change in Fund Balance	 \$ (55,000)	 \$ (40,591)		
Month Ending Fund Balance 03/31/15		\$ 94,926		
 Projected Ending Fund Balance	 \$ 80,517			

VICTOR VALLEY COMMUNITY COLLEGE
2014-2015 Financial Statements
RAMS BOOKSTORE
As of 03/31/15

	Budget	Actual	Budget Remaining	Percentage Remaining
Beginning Fund Balance 7/1/14	\$ 952,296			
<u>Revenues</u>	\$ 2,345,800	\$ 2,042,595	\$ 303,205	12.9%
Less: Cost of Goods Sold	1,787,700	1,512,947	\$ 274,753	15.4%
Gross Margin from Local Revenues	\$ 558,100	\$ 529,648	\$ 28,452	
Total Other Income	\$ -	6,989	(6,989)	0.0%
<u>Total Revenues</u>	\$ 558,100	\$ 536,637	\$ 21,463	
<u>Expenditures</u>	\$ 75,100	\$ 54,820	\$ 20,280	27.0%
Labor	483,000	337,370	\$ 145,630	30.2%
<u>Total Expenditures</u>	\$ 558,100	\$ 392,190	\$ 165,910	
Revenues/(Expenditures)	\$ -	\$ 144,447		
Month Ending Fund Balance 03/31/15		\$ 1,096,743	\$ 1,149,507	\$ 52,764
Projected Ending Fund Balance	\$ 952,296			

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
2014-2015 Financial Statements
AUXILIARY SERVICES
As of 03/31/15

	Budget	Actual	Budget Remaining	Percentage Remaining
Beginning Fund Balance 7/1/14	\$ 104,522			
<u>Revenues</u>	\$ 315,650	<u>\$ 198,993</u>	\$ 116,657	36.96%
<u>Total Revenues</u>		\$ 198,993		
<u>Expenditures</u>	\$ 347,100	<u>\$ 173,309</u>	\$ 173,791	50.07%
<u>Total Expenditures</u>		\$ 173,309		
Revenues/(Expenditures)	\$ (31,450)	\$ 25,684		
Month Ending Fund Balance 03/31/15		\$ 130,206		
Projected Ending Fund Balance	\$ 73,072			

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
2014-2015 Financial Statements
ASB FUND
As of 03/31/15

	Budget	Actual	Budget Remaining	Percentage Remaining
Beginning Fund Balance 7/1/14	\$ 279,366			
<u>Revenues</u>	\$136,700	\$110,813	\$25,887	18.94%
<u>Total Revenues</u>				
<u>Expenditures</u>	\$136,700	<u>\$113,180</u>	\$23,520	17.21%
<u>Total Expenditures</u>				
Revenues/(Expenditures)	\$ -	\$ (2,367)		
Month Ending Fund Balance 03/31/15		\$ 276,999		
Projected Ending Fund Balance	\$ 279,366			

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
2014-2015 Financial Statements
FEDERAL/STATE GRANT FUNDS
As of 03/31/15

	Budget	Actual	Budget Remaining	Percentage Remaining
Beginning Fund Balance 7/1/14	\$ 66,512			
<u>Revenues</u>				
PELL	\$ 21,957,428	\$ 15,043,020	\$ 6,914,408	31.49%
SEOG	400,800	121,800	279,000	69.61%
VETRANS ADMINSTRATION	20,000	23,309	(3,309)	-16.55%
Cal Grant	1,198,275	1,449,691	(251,416)	-20.98%
CARE	100,000	135,000	(35,000)	-35.00%
<u>Total Revenues</u>	\$ 23,676,503	\$ 16,772,820	\$ 6,903,683	
<u>Expenditures</u>				
PELL	\$ 21,955,470	\$ 15,043,413	\$ 6,912,057	31.48%
SEOG	400,800	121,200	279,600	69.76%
VETRANS ADMINSTRATION	20,118	23,309	(3,191)	-15.86%
Cal Grant	1,266,603	1,312,817	(46,214)	-3.65%
CARE	100,024	58,000	42,024	42.01%
<u>Total Expenditures</u>	\$ 23,743,015	\$ 16,558,739	\$ 7,184,276	
Net Change in Fund Balance	(66,512)	\$ 214,081		
Month Ending Fund Balance 03/31/15		\$ 280,593		
Projected Ending Fund Balance	\$ 0			

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

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

TOPIC: STUDENT UNPAID INTERNSHIP PROGRAM - COLDWELL BANKER
SUBMITTED BY: Pat Luther, Dean, Health Sciences, Public Safety & Industrial Technology
RECOMMENDED BY: Peter Maphumulo *Peter Maphumulo*
APPROVED BY: Roger W. Wagner *Roger W. Wagner*

Description/Background:

The District desires to present to the board for informational purposes only a signed Standard Agreement for a Student Unpaid Internship Program between Victor Valley Community College District and Coldwell Banker. This agreement provides unpaid internship opportunities for real estate or business administration students through the Cooperative Education Department's Internship Program. The term for this agreement shall commence on the effective date and remain in effect until terminated by either party with the following stipulations. Either party to the agreement may terminate said agreement by giving a 60-day written notice to terminate the agreement **without cause** to the proper legal representatives of the other party or until either party terminates the contract **for cause** upon five (5) working days' notice, provided that the other party has been informed of the cause and is unable or unwilling to make the changes necessary to fix the problem immediately.

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

Need:

To provide real estate and business administration students enrolled in the Cooperative Education Department's Internship Program internship opportunities with Caldwell Banker so as to expand their educational experiences from on-campus to off-campus.

Fiscal Impact:

None

Recommended Action:

No action required.

Legal Review: YES X NOT APPLICABLE ___

Reference for Agenda: YES ___ NO X

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

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

TOPIC: STUDENT UNPAID INTERNSHIP PROGRAM – HIGH DESERT MAVERICKS BASEBALL CLUB

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

RECOMMENDED BY: Peter Maphumulo 

APPROVED BY: Roger W. Wagner 

Description/Background:

The District desires to present to the board for informational purposes only a signed Standard Agreement for a Student Unpaid Internship Program between Victor Valley Community College District and High Desert Mavericks Baseball Club. This agreement provides unpaid internship opportunities for business administration, photography, and communications students through the Cooperative Education Department's Internship Program. The term for this agreement shall commence on the effective date and remain in effect until terminated by either party with the following stipulations. Either party to the agreement may terminate said agreement by giving a 60-day written notice to terminate the agreement **without cause** to the proper legal representatives of the other party or until either party terminates the contract **for cause** upon five (5) working days' notice, provided that the other party has been informed of the cause and is unable or unwilling to make the changes necessary to fix the problem immediately.

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

Need:

To provide business administration, photography, and communication students enrolled in the Cooperative Education Department's Internship Program internship opportunities with High Desert Mavericks Baseball Club so as to expand their educational experiences from on-campus to off-campus.

Fiscal Impact:

None

Recommended Action:

No action required.

Legal Review: YES NOT APPLICABLE

Reference for Agenda: YES NO