



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

Date: July 14, 2015

Place: **Closed Session:** 5-6 p.m. West Wing Conference Room, Victor Valley Community College  
18422 Bear Valley Road, Victorville, CA 92395

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

### OPEN SESSION REGULAR MEETING AGENDA ~ Board Room

*Board Room Victor Valley Community College*

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

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

1. **CALL TO ORDER** 5 p.m.
  - ROLL CALL
  - PLEDGE OF ALLEGIANCE
  - ANNOUNCEMENT OF ITEMS DELETED OR CORRECTED FROM THE AGENDA

### CLOSED SESSION ~ West Wing Conference Room

2. **CLOSED SESSION** 5-6 p.m.
  - 2.1 **ANNOUNCEMENT OF CLOSED SESSION ITEMS:**
    - a) 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 June 9, 2015 regular Board meeting.

5.2 Agreement – Victor Valley Union High School District

Ratification of the agreement between Victor Valley Community College District and Victor Valley Union High School District to lease the district field for the operation of two football games at Silverado High School on September 5, 2015 and September 26, 2015. Fiscal Impact: \$6,600.00, budgeted item.

- 5.3 Service Agreement – K-16 Bridge Program for Ramp Up Grant  
Ratification of the Service Agreement between Victor Valley Community College District and the Lewis Center for Educational Research providing a K-16 Bridge Program (services and general program logistics coordination) as part of the RAMP UP Grant. The period for this agreement is July 1, 2014 through June 30, 2015. Fiscal Impact: \$17,500.00, budgeted item, Grant funded, RAMP UP. These fees cover the cost of implementing RAMP UP requirements by the Lewis Center in the Victor Valley College region.
- 5.4 Agreement – 3M Library Systems Renewal  
Ratification of the Renewal Agreement between Victor Valley Community College District and 3M Library Systems to provide a security and theft prevention system for the library. The period of this agreement is July 1, 2015 through June 30, 2016. Fiscal Impact: \$1,667.00, budgeted item.
- 5.5 Lease Agreement – XEROX/IMAGE Source  
Approval of the Lease Agreement between Victor Valley Community College District and XEROX/IMAGE Source to lease a XEROX WC 7225/PTXF2 for the Community Education Department's use. Fiscal Impact: Lease Terms, \$124.95/mo. for 60 months with a per copy expense of \$0.079 for color and \$0.0099 for mono.
- 5.6 Agreement – Total Recall Captioning, Inc.  
Ratification of the Agreement between Victor Valley Community College District and Total Recall Captioning, Inc. to provide real-time captioning for students who participate in Disabled Students Programs and Services (DSPS). The period of this agreement is March 25, 2015 through June 13, 2015. Fiscal Impact: \$3,315.00, budgeted item.
- 5.7 Agreement – Mt. San Jacinto Community College District  
Ratification of the Independent Contractor Agreement between Victor Valley Community College District and Mt. San Jacinto Community College District for the sponsorship of fifteen (15) attendees to the 2015 training conference as outlined in the Deputy Sector Navigator objectives. The period of this agreement is July 1, 2015 to August 21, 2015. Fiscal Impact: \$16,260.00, grant funded from the Workforce Employment Development Department through the California Community College Chancellor's Office (DSN Grant).
- 5.8 Independent Contractor Agreement– Tasha Tait  
Ratification of the Independent Contractor Agreement between Victor Valley Community College District and Tasha Tait to provide supplemental foreign language instruction in Portuguese for Upward Bound program participants during the 2015 six-week summer academy. The period of this agreement is June 22, 2015 through August 6, 2015. Fiscal Impact: \$1,595.00, from the Workforce Employment Development Department through the California Community College Chancellor's Office, Grant Funded, Upward Bound.
- 5.9 Independent Contractor Agreement – Timothy Vandenberg  
Ratification of the Independent Contractor Agreement between Victor Valley Community College District and Timothy Vandenberg to provide a Monopoly Seminar with an emphasis on STEM Education for Upward Bound program participants during the 2015 six-week Summer Academy. The period of this agreement is June 22, 2015 through July 30, 2015. Fiscal Impact: \$2,145.00, from the Workforce Employment Development Department through the California Community College Chancellor's Office, Grant Funded, Upward Bound.

- 5.10 Independent Contractor Agreements – Learn CPR 4 Life  
Ratification of the Independent Contractor Agreement between Victor Valley Community College District and Learn CPR 4 Life, Inc., to provide CPR and First Aid Training to Upward Bound Staff during the 2015 Summer Academy. The period for this agreement is June 24, 2015. Fiscal Impact: \$744.00, Grant Funded.
- 5.11 Independent Contractor Agreements – Ebmeyer Charter  
Ratification of the Independent Contractor Agreements between Victor Valley Community College District and Ebmeyer Charter to provide transportation for Upward Bound participants during the 2015/2016 academic year. The period of this agreement is July 1, 2015 through June 30, 2016. Fiscal Impact: Not to exceed \$33,735.00, Grant Funded.
- 5.12 Amended Independent Contractor Agreement- Ebmeyer Charter  
Ratification of the Amended Independent Contractor Agreement between Victor Valley Community College District Ebmeyer Charter, originally approved on May 13, 2014, increasing the fiscal impact by \$1,545.00. Ebmeyer Charter provided transportation for Upward Bound participants during the 2014/2015 academic year. The period of this agreement is July 1, 2014 through June 30, 2015. Fiscal Impact: Not to exceed \$17,545.00, Grand Funded.
- 5.13 Agreement – CareerAmerica, LLC  
Ratification of the End User License Agreement between Victor Valley Community College District and CareerAmerica, (Financial Aid TV) for the Board of Governor's (BOG) Fee Waiver & Enrollment Priority Service to be used by the Financial Aid Department. The term for this agreement is July 1, 2015 through June 30, 2018. Fiscal Impact: \$12,000.00, Administrative Cost Allowance (ACA) funds.
- 5.14 Curriculum Changes  
Approval of the curriculum changes made on May 28, 2014 and June 11, 2015 that have been recommended by the College Curriculum Committee. Fiscal Impact: None
- 5.15 Independent Contractor Agreement – Courtyard by Marriott  
Ratification of the Independent Contractor Agreement between Victor Valley Community College District and Courtyard by Marriott for facility use for the statewide Small Business Summit, as outlined in the Deputy Sector Navigator objectives. The period of this agreement is June 19, 2015. Fiscal Impact: \$500.00, grant funded from the Workforce Employment Development Department through the California Community College Chancellor's Office (DSN Grant).
- 5.16 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, as outlined in the Deputy Sector Navigator objectives. The period of this agreement is May 19, 2015. Fiscal Impact: \$500.00, grant funded from the Workforce Employment Development Department through the California Community College Chancellor's Office (DSN Grant).
- 5.17 Independent Contractor Agreement – Alfredo Martinez-Morales  
Ratification of the Independent Contractor Agreement between Victor Valley Community College District and Alfredo Martinez-Morales, 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 May 19, 2015. Fiscal Impact: \$500.00, grant funded from the Workforce Employment Development Department through the California Community College Chancellor's Office (DSN Grant).



- 5.18 Independent Contractor Agreement – CQ Productions, Inc.  
Ratification of the Independent Contractor Agreement between Victor Valley Community College District and CQ Productions, Inc., for the production and filming of two PBS shows Curiosity Quest: Problem Solver. The period of this agreement is from May 1, 2015 to June 30, 2015. Fiscal Impact: \$14,659.00, grant funded from the Workforce Employment Development Department through the California Community College Chancellor's Office (DSN Grant).
- 5.19 Memorandum of Understanding – Wallner Consulting Services  
Ratification of the Memorandum of Understanding between Victor Valley Community College District and Wallner Consulting Services to structure a regional "Entrepreneur Summer Camp". Elizabeth Wallner will coordinate with 12 regional community colleges and surrounding high schools for participants of the "camp". The period of this agreement is April 15, 2015 through August 30, 2015. Fiscal Impact: \$15,150.00, grant funded from the Workforce Employment Development Department through the California Community College Chancellor's Office (DSN Grant).
- 5.20 Memorandum of Understanding – Wallner Consulting Services  
Memorandum of Understanding between Victor Valley Community College District and Wallner Consulting Services to structure the four sub-regional business plan competitions. The period of this agreement is September 1, 2015 through April 10, 2016. Fiscal Impact: \$7,000.00, grant funded from the Workforce Employment Development Department through the California Community College Chancellor's Office (DSN Grant).
- 5.21 Contract – Victor Elementary School District (VESD)  
Ratification of the Contract between Victor Valley Community College District and Victor Elementary School District (VESD) to teach English as a Second Language (ESL). The period of this agreement is fall 2015 through fall 2016. Fiscal Impact: \$19,500.00, **Projected Income to the District.**
- 5.22 Fees – Construction Technology  
Approval of the charges of materials fees to students, beginning with the fall 2015 term for the following Construction Technology classes: CT-116, CT-122A, and CT-144. Financial aid mechanisms are available if approved. Fiscal Impact: None to the District.
- 5.23 Board of Trustees Budget Transfer Request Report  
Approval of the Board of Trustees Budget Transfers as submitted. Fiscal Impact: None
- 5.24 2015 Facilities Master Plan Update  
Approval of the 2015 Facilities Master Plan. The District wishes to update the 2007 Facilities Master Plan (FMP) to reflect the next 20-year outlook of the college. Fiscal Impact: None.
- 5.25 Agreement– Apple Valley Insulation  
Ratification of the agreement between Victor Valley Community College District and Apple Valley Insulation to install sound and thermal insulation in building #30. Fiscal Impact: \$14,986.00, Fund 71.
- 5.26 Board of Trustees Payments Report  
Approval of the Board of Trustees Payments Report Fiscal Impact: None
- 5.27 Designation of Newspaper for 2015-2016 District Budget Public Hearing  
Approval to designate the Victor Valley Daily Press as the newspaper to publish the proposed budget inspection dates as September 1 through 8, 2015 and Public Hearing date as of September 8, 2015. Fiscal Impact: None

- 5.28 Agreement Renewal #15/16-0126 – San Bernardino County Superintendent of Schools (SBCSS)  
Ratification of the agreement between Victor Valley Community College District and the San Bernardino County Superintendent of Schools for courier services for fiscal year 2015-2016. Fiscal Impact: \$6,374.05, budgeted item.
- 5.29 Agreement – InCommon, LLC  
Ratification of the agreement between Victor Valley Community College District and InCommon, LLC for the participation into the InCommon (identity services) federation at no cost to the District. Becoming a member will allow the District to enable access for its constituent to a wide range of services provided by third parties while using the same credentials. The term of this agreement is 5/22/15 through 12/31/15 (Item #IN-97, on the Campus Technology Project list). Fiscal Impact: None, budgeted item.
- 5.30 Agreement Renewal– SARS Software Products, Inc.  
Ratification of the renewal agreement between Victor Valley Community College District and SARS Software Products, Inc., to provide software licenses and support services for SARS-Trak, PC-Trak, SARS-Call and SARS Alert. The term is five years to be billed annually 8/1/14 through 6/30/19 (yr. 2 of 5). Fiscal Impact: \$7,600.00, budgeted item.
- 5.31 Agreement Renewal– Nuventive, LLC  
Ratification of the renewal agreement between Victor Valley Community College District and Nuventive, LLC for TracDat SharePoint Option (TSO), in support of instructional and operational needs. The period of this agreement is 7/27/2013 through 7/26/2018 (yr. 3 of 5) Fiscal Impact: \$2,021.25, budgeted item, to be billed annually for the remaining three years.
- 5.32 Agreement Renewal– Netmail, Inc.(M+Archive)  
Ratification of the renewal agreement between Victor Valley Community College District and Netmail, Inc. (M+Archive) subscription which will allow VVC to maintain email archives for future retrieval if needed by administrators, faculty and staff. Netmail also helps the District maintain network and server efficiency by reducing system workloads. The term of this agreement is 7/1/15 through 6/30/16. Fiscal Impact: \$25,200.00, budgeted item.
- 5.33 Agreement – Ferrilli Information Group  
Ratification of the agreement between Victor Valley Community College District and Ferrilli Information Group to provide Datatel consulting services. Term: 7/1/15-6/30/16 (Item IN#-98 on the Campus Technology Project List). Fiscal Impact: Not to exceed \$30,000.00, budgeted item.
- 5.34 Agreement Renewal – Faronics  
Ratification of the agreement between Victor Valley Community College District and Faronics for Deep Freeze ENT NA (EDU) licenses. The maintenance agreement will stabilize computer systems and reduce the amount of maintenance required by allowing the system to return to its basic configuration after reboot. Term: 7/1/15-6/30/16. Fiscal Impact: \$3,000.00, budgeted item.
- 5.35 Agreement Renewal– Custom Answers Software Inc.  
Ratification of the renewal agreement between Victor Valley Community College District and Custom Answers Software Inc. for the web-based application that offers on-line customer service by allowing students to be able to find answers to their questions regarding VVC, programs and services 24/7 and provide the District a way to track our effectiveness in delivering this information to students. Five year Term to be billed annually, 9/1/2011 – 6/30/16 (yr. 5 of 5). Fiscal Impact: \$12,500.00, budgeted item.

- 5.36 Agreement Renewal– Computerland of Silicon Valley  
Ratification of the renewal agreement between Victor Valley Community College District and Computerland of Silicon Valley to purchase license and software for Adobe Creative Cloud Enterprises and Contribute 6.5. This agreement replaces and enhances the current software and applications the campus purchases on a regular bases. Term: 8/31/13 – 8/30/16 (yr. 3 of 3) Fiscal Impact: \$30,745.00, budgeted item.
- 5.37 Agreement Renewal – Active Data Exchange  
Ratification of the annual renewal agreement between Victor Valley Community College District and Active Data Exchange which provides the District with a secure, campus-wide master calendaring system that connects to internally–used email and collaboration systems. It also makes District-wide calendar events available to the public through the college’s website. The period of this agreement is July 1, 2015 through June 30, 2016. Fiscal Impact: \$1,498.00, budgeted item.
- 5.38 Agreement Renewal – Bomgar Corporation  
Ratification of the annual renewal agreement between Victor Valley Community College District and Bomgar Corporation for 1-B200 appliance and 7-licenses that enables the help desk and other technical personnel to view and control any workstations on or off campus. The period of this agreement is July 1, 2015 through June 30, 2016. Fiscal Impact: \$2,837.00, budgeted item.
- 5.39 Agreement – Climatec Building Technologies Group  
Ratification of the agreement between Victor Valley Community College District and Climatec Building Technologies Group to provide a preventative maintenance plan for the District’s Energy Management & Control System. The period of this agreement is for a 3 year term commencing on June 1, 2015. Fiscal Impact: \$32,590.67, Fund 71.
- 5.40 Agreement – San Bernardino & Riverside Counties Fire Equipment  
Ratification of the agreement between Victor Valley Community College District and San Bernardino & Riverside Counties Fire Equipment to provide monthly service to main campus fire extinguishers and the Regional Public Safety Training Center fire extinguishers for the 2015-2016 Fiscal year. Fiscal Impact: Not to exceed \$8,600.00, budgeted item.
- 5.41 Agreement – North State Environmental  
Ratification of the agreement between Victor Valley Community College District and North State Environmental to properly dispose of all hazardous waste materials from various departments on campus for Fiscal Year 2015-2016. Fiscal Impact: Not to exceed \$25,000.00, budgeted item.
- 5.42 Agreement – Sunbelt Rentals  
Ratification of the agreement between Victor Valley Community College District and Sunbelt Rentals to provide rental equipment as needed by the Maintenance and Operations Department for Fiscal Year 2015-2016. Fiscal Impact: \$4,000.00, budgeted item.
- 5.43 Agreement – Ultimate Tint and Wheel.  
Ratification of the agreement between Victor Valley Community College District and Ultimate Tint and Wheel to provide tinting services at building 52 (Atrium) and Building 53. Fiscal Impact: \$9,027.50, Fund 71.
- 5.44 Agreement– America’s Xpress Rent-A-Car  
Ratification of the agreement between Victor Valley Community College District America’s Xpress Rent-A-Car to provide rental vans for student and staff transportation for athletics and field trips for Fiscal Year 2015-2016. Fiscal Impact: \$34,000, budgeted item.

- 5.45 Non-Classified Employees  
Approval of the Non-Classified temporary employees as listed. Fiscal Impact: budgeted.
- 5.46 Agreement – Education, Leadership, Management Consulting Services, LLC  
Approval of the agreement between Victor Valley Community College District and Education, Leadership, Management Consulting Services, LLC for Skelly services for the period of June 10-30, 2015. Fiscal Impact: \$1,000.00, budgeted item.
- 5.47 Approval of Academic Equivalency Request  
Approval of the Academic Equivalency request for Scott Tober, Construction Technology. Fiscal Impact: None.
- 5.48 Approval of Academic Equivalency Request  
Approval of the Academic Equivalency request for Todd Kuhns, Automotive. Fiscal Impact: None.
- 5.49 Approval of Academic Equivalency Request  
Approval of the Academic Equivalency request for Azadeh Rismanchian, Chemistry. Fiscal Impact: None.
- 5.50 Agreement – PlanNet Consulting  
Ratification of the agreement between Victor Valley Community College District and PlanNet Consulting to provide assistance with conducting a high-level assessment of its IT/MIS capabilities and to analyze and advise on recommendations to achieve a stable, optimized and effective IT environment at the college. Fiscal Impact: \$32,450.00, the total amount reflects the cost for estimated reimbursable expenses in the amount of \$860.00 (expected mileage to/from VVC) budgeted item.
- 5.51 Sale of Obsolete District Furnishings  
Approval to sell Victor Valley Community College District chairs which were replaced with new furnishings in the Science Building #31 to Mr. Terry Blackwell. Fiscal Impact: \$1,300.00, **Income to the District, General Fund Miscellaneous.**
- 5.52 Independent Contractor Agreement – Johnny Ramirez  
Ratification of the Independent Contract Agreement between Victor Valley Community College District and Johnny Ramirez to provide academic workshops and training at GEAR UP partner school sites. The period for this agreement is July 1, 2015 through July 30, 2015. Fiscal Impact: Not to exceed \$5,000.00, Federal GEAR UP Grant, budgeted item.
- 5.53 Agreement Renewal – Stutz Artiano Shinoff & Holtz  
Approval of the renewal agreement between Victor Valley Community College District and Stutz Artiano Shinoff & Holtz to provide legal counsel for the District. Fiscal Impact: Partners: \$250/hour, Associates: \$215/hour, Paralegals and law clerk services: \$95/hour, 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 Establishment of a Board Education Committee YES \_\_\_ NO \_\_\_  
Recommendation to establish a two member Board Education Committee to assist the board in their responsibilities to have ongoing training programs for board development. Reference Board Policies 2220 and 2740. Fiscal Impact: None

**10. ADMINISTRATIVE SERVICES**

10.1 Amendment – CCCCO CTE Enhancement Funds Grant YES \_\_\_ NO \_\_\_  
Ratification of the amendment to the CCCCO CTE Enhancement Funds Grant extending the grant period through June 30, 2016 and reflects the addition of the 40% grant funding award. Fiscal Impact: \$383,631, **Income to the District.**

10.2 Ratification - Contract CSPP-5397, Contractor Certification Clauses (CCC-307) and Resolution YES \_\_\_ NO \_\_\_  
Ratification of the California Department of Education Child Care Contract CSPP-5397 for 2015-2016 Contractor Certification Clauses 307 and adopt the resolution certifying the approval of the Governing Board to enter in this transaction with the California Department of Education. Fiscal Impact: \$123,015.00, Maximum reimbursable amount.

10.3 Student Insurance Renewal YES \_\_\_ NO \_\_\_  
Approval of the renewal insurance policy between Victor Valley Community College District and Student Insurance to provide student accident insurance coverage for Victor Valley Community College students during the fiscal year 2015-2016. Fiscal Impact: \$151,247.00, budgeted item from Fund 01.

10.4 Award Contract – Lower Campus Street Repairs YES \_\_\_ NO \_\_\_  
Approval of the Award Contract between Victor Valley Community College District and Cooley Construction, Inc., for lower campus street repairs and parking lot upgrades. Fiscal Impact: \$338,833.00, Fund 71.

10.5 Award Contract – Center for Institutional Effectiveness YES \_\_\_ NO \_\_\_  
Approval of the Award Contract between Victor Valley Community College District and St. George Construction for the Center for Institutional Effectiveness project constructed in building #10 and consists of a training room with adjoining conference room and office area. This project compliments documentation provided to the ACCJC in providing this service to the faculty and staff. Fiscal Impact: \$152,000.00, Fund 71.

10.6 Resolution #15-08 – Support of Proposition 30 YES \_\_\_ NO \_\_\_  
Approval of Resolution #15-08 that supports Proposition 30, which temporarily Raises state sales tax by 0.25% and the marginal personal income tax rate for Individuals earning over \$250,000.00 and household earning over \$500,000.00, and dedicate the funds to K-12 schools and community colleges. Fiscal Impact: Required for current entitlements for EPA revenue.

- 10.7 Agreement – Vector Resources, Inc. YES \_\_\_ NO \_\_\_  
Approval of agreement between Victor Valley Community College District and Vector Resources, Inc. for hourly technical services needed to support campus network infrastructure. (Item #IN101, on the Campus Technology Projects list). Fiscal Impact: Not to exceed \$74,500.00, budgeted item.

**11. HUMAN RESOURCES**

- 11.1 Placeholder, Management Appointment – Instructional Dean, HAAS YES \_\_\_ NO \_\_\_  
Approval to appoint \_\_\_\_\_ to fill the position of Instructional Dean, HAAS; placement on the administrative, management, and confidential salary Schedule. Fiscal Impact:

- 11.2 Placeholder, Management Appointment – Associate Dean of Student Equity and Success YES \_\_\_ NO \_\_\_  
Approval to appoint \_\_\_\_\_ to fill the position Associate Dean of Student Equity and Success; placement on the administrative, management, and confidential salary Schedule. Fiscal Impact:

- 11.3 Placeholder, Management Appointment – Director, Special Grant Programs YES \_\_\_ NO \_\_\_  
Approval to appoint \_\_\_\_\_ to fill the position Director, Special Grant Programs; placement on the administrative, management, and confidential salary Schedule. Fiscal Impact:

- 11.4 Mutual Reopener(s) – Victor Valley College Faculty Association and Victor Valley Community College District YES \_\_\_ NO \_\_\_  
Approval from the Board of Trustees to announce a public hearing on the District's and the VVFA's mutual reopener bargaining proposals to be scheduled at the August 11, 2015 Board of Trustee meeting. Fiscal Impact: None.

**12. INFORMATION/DISCUSSION**

- 12.1 Emeritus Status – Thomas Basiri, Professor Emeritus, and Laird Eklund, Professor Emeritus.  
Submitted as an informational item. Fiscal Impact: None

- 12.2 District Ballots for Spring Valley Lake Association Board of Directors Election  
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.



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

**Date:** June 9, 2015

**Place:** **Closed Session:** 4:30-5 p.m. West Wing Conference Room, Victor Valley Community College  
18422 Bear Valley Road, Victorville, CA 92395

**Budget Workshop:** 5-6pm 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

### OPEN SESSION REGULAR MEETING AGENDA ~ Board Room

#### 1. CALL TO ORDER

**4:30**

**p.m.**

The Board of Trustees of the Victor Valley Community College District met in Open Session on June 9, 2015 in the Board Room. Board President Brady called the meeting to order at 4:30pm.

**TRUSTEE ROLL CALL:** Joseph W. Brady, President; John Pinker, Vice President; Brandon Wood, Clerk; Marianne Tortorici, Trustee; Dennis Henderson, Trustee.

**Absent:** Amanda Monroy, Student Trustee.

#### PLEDGE OF ALLEGIANCE

Leonard Knight led the Pledge of Allegiance to the Flag.

**ANNOUNCEMENT OF ITEMS DELETED OR CORRECTED FROM THE AGENDA:** None

### CLOSED SESSION ~ West Wing Conference Room

#### 2. CLOSED SESSION

**4:30-5 p.m.**

##### 2.1 ANNOUNCEMENT OF CLOSED SESSION ITEMS:

- a) PUBLIC EMPLOYEE PERFORMANCE EVALUATION  
Government Code Section 54957 (b) (1)  
Superintendent/President



- b) **PUBLIC EMPLOYEE DISCIPLINE/DISSMISSAL RELEASE**  
Public Employee Number 010306092015  
Government Code Section 54957 (b) (1)

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

Fred board, 2.1(b); Rina Kennedy, 2.1(b); Jason Terkeurst, 2.1(b); Justin Gatewood, 2.1(b); Anthony Camarena, 2.1(b); Lindsay Lugo-Camarena, 2.1(b).

It was MSC (Henderson/Wood, 5-0) to add a sixth public comment card.

*It was MSC (Henderson/Wood, 5-0) to allow another 90 seconds for Anthony Camarena to continue his comments.*

**2.3 ADJOURN TO CLOSED SESSION**

At 4:49 p.m. Board President Brady recessed to closed session.

**BUDGET WORKSHOP ~ Board Room**

**3.1 BUDGET WORKSHOP**

**5-6p.m.**

At 5:26 p.m. Dr. Wagner opened the budget workshop by thanking the board for giving him the opportunity to present the workings of the tentative budget for fiscal year 2015-2016; the board adopted the proposed tentative budget in March 2015. Dr. Wagner provided an overview on the Economic Outlook for the State, impact of state budget coming from the May revise from the Governor's office, briefly about our FTES, General Fund Assumptions, Revenue Assumptions, and Expenditure Assumptions.

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

**4. OPEN SESSION REGULAR MEETING**

**6 p.m.**

4.1 Invocation: Pastor Kristopher Schaal, Life Point Baptist Church, Apple Valley

4.2 Closed Session Report:

At 5:24 p.m. Board President Brady reconvened the meeting and Mr. Randy Erickson, Legal Counsel reported out on closed session item 2.1(b) stating that the board took action to approve the termination of a classified employee, the vote was unanimous, 5-0.

4.3 **SUPERINTENDENT/PRESIDENT'S REPORT:**

Dr. Wagner announced that the Foundation would be reporting out prior to the Academic Senate and introduced Eric Schmidt who will be acting on behalf of President Don Brown who is currently out of town.

Foundation: Eric Schmidt introduced himself as the future Foundation Board of Directors President and reported out on upcoming foundation events.

Dr. Wagner: reported on his visit to the Commission in Oakland, CA. last week; he appeared before the commission hearing on accreditation.

Academic Senate: Claude Oliver reported that eleven faculty members are retiring and one is leaving for personal reasons; over half have applied for Emeritus status; Claude recognized Carol DeLong Professor of Geography; Dr. Pat Luther, Dean of Health Sciences & Public Safety; Gary Menser, Professor of Welding; David Miller, Professor of Counseling; James Previte, Professor of Psychology; and Thomas Basiri, Professor of Chemistry as being awarded Emeritus status. Claude echoed Trustee Wood on his comments regarding the budget and stated that the workshop was very positive. The Senate is moving forward and forming hiring committees to replace the 12 faculty positions; reported out on the FAWN; recognized Steve Garcia for his presentation during the Special Board of Trustees meeting last week; encouraged the Board to pursue the One-Stop Center as it will improve/ streamline customer service to our students and help retain/increase FTES; commented on the facilities plan stadium/event center item 10.5 on the agenda; finals weeks for students, and summer session.

#### 4.4 **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.

#### 4.5 Employee Groups

- a) CTA – David Gibbs reported out.
- b) CSEA – Justin Gatewood reported out.
- c) AFT Part-Time Faculty United – Lynne Glickstein reported out.
- d) Management – Kelley Johnson reported out.

### 5. **CONSENT AGENDA**

It was MSC (Wood/Henderson, 5-0) to approve the consent items in one motion with agenda item 5.36 pulled by Trustee Tortorici for separate discussion.

**Public Comments:** Edward Burg, 5.2, 5.20; Justin Gatewood, 5.26, 5.71.

#### 5.1 Approval of the minutes of the May 12, 2015 regular Board meeting.

#### 5.2 Agreement – Lewis Center for Educational Research

Ratification of the agreement between Victor Valley Community College District and Lewis Center for Educational Research to provide a K-16 Bridge Program (services and general logistics coordination) as part of the RAMP UP grant. The period for this agreement is July 1, 2015 through June 30, 2016. Fiscal Impact: \$17,500, budgeted item, RAMP-UP grant funded.

#### 5.3 Independent Contractor Agreement – Nora Tannert dba The Grind Coffee House

Ratification of the Independent Contractor Agreement between Victor Valley Community College District and Nora Tannert dba The Grind Coffee House to provide catering services for the English Department. The period of this agreement is May 29, 2015. Fiscal Impact: Not to exceed \$525.00, budgeted item, BSI grant funded.

#### 5.4 Agreement – CAE Healthcare, Inc.

Ratification of the agreement between Victor Valley Community College District and CAE Healthcare, Inc. for maintenance support for the iStan simulation mannequin. The period of this agreement is November 10, 2015 through November 9, 2017. Fiscal Impact: \$14,466.00, budgeted item (2 year maintenance agreement).

- 5.5 Fourth Amendment Agreement – Dignity Health dba St. Bernadine’s Medical Center  
Ratification of the agreement between Victor Valley Community College District and Dignity Health dba St. Bernadine’s Medical Center, extending the agreement by two years to June 15, 2017. Fiscal Impact: None
- 5.6 Independent Contractor Agreement – Bruce Nagy  
Ratification of the Independent Contractor Agreement between Victor Valley Community College District and Bruce Nagy to convert old 16mm automotive training to DVD digital copies. The service period for this agreement is May 5, 2015. Fiscal Impact: Not to exceed \$500.00, budgeted item.
- 5.7 Memorandum of Understanding – K16 Bridge Program  
Ratification of the Memorandum of Understanding Victor Valley Community College District and K16 Bridge Program (services and general logistics coordination) to VVC and its feeder schools. The period of this agreement is July 1, 2015 through June 30, 2016. Fiscal Impact: \$47,400.00, budgeted item.
- 5.8 Out of State Travel – Phi Theta Kappa - Albuquerque, New Mexico  
Approval of the out-of-state travel for Patricia Wagner and Jose Soto Guzman to attend the Phi Theta Kappa Honors Institute in Albuquerque, New Mexico. The conference, including travel dates will be June 15, 2015 through June 20, 2015. Fiscal Impact: Not to exceed \$3,500.00, budgeted item, Phi Theta Kappa
- 5.9 Curriculum Changes  
Approval of the curriculum changes made on April 23, 2015 and May 14, 2015 that have been recommended by the College Curriculum Committee. Fiscal Impact: None
- 5.10 Independent Contractor Agreement – Entertainment Lighting Services  
Ratification of the Independent Contractor Agreement between Victor Valley Community College District and Entertainment Lighting Services to provide factory programming service for the entertainment theater controls dimming and control system. The services shall be completed by June 30, 2015. Fiscal Impact: Not to exceed \$600.00, budgeted item.
- 5.11 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 for the Puente Program. The period of this agreement is June 9, 2015. Fiscal Impact: \$1,520.99, budgeted item.
- 5.12 Agreement – 911 Safety Equipment  
Ratification of the agreement between Victor Valley Community College District and 911 Safety Equipment for the rental of firefighter gear to be used by Rio Tinto employees enrolled in a not-for-credit customized Contract Education fire training course. The period of this agreement is May 18, 2015 through May 25, 2015. Fiscal Impact: \$3,420.00, the cost of fire gear rental will be paid directly from monies received from Rio Tinto Contract (Contract Ed. Class).
- 5.13 Agreement – Loma Linda University School of Medicine  
Ratification of the agreement between Victor Valley Community College District and Loma Linda University School of Medicine for the use of human bodies in the Biology department. The service period for this agreement is February 4, 2015 through February 4, 2016. Fiscal Impact: Not to exceed \$1,800.00, budgeted item.

5.14 Agreement – Steris Corporation

Ratification of the agreement between Victor Valley Community College District and Steris Corporation for the repair and service of the Biology department autoclave onsite. The service period for this agreement is July 1, 2015 through June 30, 2016. Fiscal Impact: \$6,750.00, budgeted item.

5.15 Independent Contractor Agreement – Gregory Weyl

Ratification of the Independent Contractor Agreement between Victor Valley Community College District and Gregory Weyl to speak and present at the Green Energy Entrepreneur Workshop Series, as outlined on the Deputy Sector Navigator objectives. The period of this agreement is April 21, 2015. Fiscal Impact: \$500.00, budgeted item. Grant funded, California Chancellor's Office (DSN Grant).

5.16 Independent Contractor Agreement – Evgeniya Lindstrom

Ratification of the Independent Contractor Agreement between Victor Valley Community College District and Evgeniya Lindstrom to research, inventory, and create a brochure of Regional CTE programs. The period of this agreement is from April 15, 2015 to June 1, 2015. Fiscal Impact: \$10,000.00, budgeted item. Grant funded, California Chancellor's Office (DSN Grant).

5.17 Out of Country Travel – Girona, Spain ~ Associate Professor Dino Bozonelos

Approval of the out-of-country travel for Associate Professor Dino Bozonelos to travel to Girona, Spain to attend the 7<sup>th</sup> Annual International Religious Tourism and Pilgrimage Conference held June 9-14, 2015. Fiscal Impact: \$350.00, Staff Developments Funds. The remaining balance will be borne by Dino Bozonelos.

5.18 Amended Independent Contractor Agreement – Geoffrey Danker

Ratification of the amended Independent Contractor Agreement between Victor Valley Community College District and Geoffrey Danker 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 April 21, 2015. Fiscal Impact: \$500.00, budgeted item. Grant funded, California Chancellor's Office (DSN Grant).

5.19 Independent Contractor Agreement Evgeniya Lindstrom

Ratification of the Independent Contractor Agreement between Victor Valley Community College District and Evgeniya Lindstrom to research, inventory and create a directory of regional community college and ROC/P advisory committees. Deputy Sector Navigator objectives. The period of this agreement is April 21, 2015. Fiscal Impact: \$5,500.00, budgeted item. Grant funded, California Chancellor's Office (DSN Grant).

5.20 Amended Contract – Quick Caption

Ratification of the amended Independent Contractor Agreement between Victor Valley Community College District and Quick Caption originally Board approved on September 9, 2014 increasing the fiscal impact by nine thousand dollars and extending the period of the agreement through June 30, 2015. Fiscal Impact: Not to exceed \$21,245.00, budgeted item.

5.21 Independent Contractor Agreement – Broken Circle

Ratification of the Independent Contractor Agreement between Victor Valley Community College District and Broken Circle to edit and add to the previously created business strategy promotion video. The period of this agreement is April 27, 2015 to June 30, 2015. Fiscal Impact: \$2,070.00, budgeted item, Grant funded, California Chancellor's Office (DSN Grant).

- 5.22 Independent Contractor Agreement – Tyler Courville  
Ratification of the Independent Contractor Agreement between Victor Valley Community College District and Tyler Courville to research and create a directory of regional community college and high school faculty, counselors, deans and other appropriate contacts. The period of this agreement is from April 15, 2015 through August 30, 2015. Fiscal Impact: \$9,000.00, budgeted item, Grant funded, California Chancellor's Office (DSN Grant).
- 5.23 Independent Contractor Agreement – Gail Zwart, DPA  
Ratification of the Independent Contractor Agreement between Victor Valley Community College District and Gail Zwart, DPA to create the second phase in a three-phase Entrepreneurial certificate program. The period of this agreement is from May 1, 2015 to June 30, 2015 Fiscal Impact: \$5,000.00, budgeted item, Grant funded, California Chancellor's Office (DSN Grant).
- 5.24 License Agreement Renewal - Eureka  
Ratification of license renewal agreement between Victor Valley Community College District and Eureka for a computerized career exploration program. The period of this agreement is July 1, 2015 through June 30, 2016. Fiscal Impact: Not to exceed \$1,351.57, budgeted item.
- 5.25 License Renewal – Community College League of California Consortium  
Ratification of the license renewal between Victor Valley Community College District and Community College League of California Consortium to access Turnitin.com, an anti-plagiarism software. The license is from August 1, 2015 through July 31, 2016. Fiscal Impact: \$17,871.50, budgeted item.
- 5.26 Contract Amendment – Rise Interpreting  
Ratification of the amended contract between Victor Valley Community College District and Rise Interpreting, original agreement amount of \$3,000.00 was approved on October 14, 2014. The period of this agreement is August 25, 2014 through June 30, 2015. Fiscal Impact: Not to exceed \$32,000.00, budgeted item.
- 5.27 Sabbatical Leave Request – Pamela McKay, Biology Department  
Approval to grant Sabbatical Leave to Pamela McKay, Biology Department for fall 2015 under the conditions specified in District policies and the collective bargaining agreement with the Association. Fiscal Impact: Budgeted, classes will be covered by adjunct faculty at the prevailing hourly rate.
- 5.28 Rental Agreement Renewal – Bear Valley Party Rentals  
Ratification of rental agreement between Victor Valley Community College District and Bear Valley Party Rentals for equipment set-up and tear down for commencement being held June 12, 2015. Fiscal Impact: \$1,839.06
- 5.29 Independent Contractor Agreement – Allan Barbish  
Ratification of the Independent Contractor Agreement between Victor Valley Community College District and Allan Barbish to provide complete sound system (includes all mics and tech services) for the June 12, 2015 commencement ceremony being held in the gymnasium. Fiscal Impact: Not to exceed \$2,200.00, budgeted item.

- 5.30 Agreement – Certified Background, Inc.  
Ratification of the agreement between Victor Valley Community College District and Certified Background, Inc. to perform background checks on EMS students. Fiscal Impact: No District impact. Students pay the \$45.00 background checks upon registration.
- 5.31 Agreement Renewal – Keenan & Associates Property/Casualty Claims Administration  
Ratification of the renewal agreement between Victor Valley Community College District and Keenan & Associates Property/Casualty Claims Administration to provide property and casualty claims administration for the 2015-2016 fiscal year. Fiscal Impact: Not to exceed \$20,000.00, budgeted item.
- 5.32 Agreement Renewal – Keenan & Associates Loss Control Services  
Ratification of the renewal agreement between Victor Valley Community College District and Keenan & Associates Loss Control Services to provide loss control services as needed for the 2015-2016 fiscal year. Fiscal Impact: Not to exceed \$30,000.00, budgeted item.
- 5.33 Board of Trustees Budget Transfer Request Report  
Approval of the budget transfers as submitted. Fiscal Impact: None
- 5.34 Agreement– ACT, Inc.  
Ratification of the agreement between Victor Valley Community College District and ACT, Inc. to purchase software National Career Readiness Work-Keys Certification Pilot. Fiscal Impact: \$3,180.00, grant funded.
- 5.35 Agreement – Kay E. Williamsen  
Ratification of the agreement between Victor Valley Community College District and Kay E. Williamsen to provide PRISM software training of physical inventory and fiscal year-end General Ledger procedures, effective June 22, 2015 through July 2, 2015. Fiscal Impact: Not to exceed \$8,300.00, budgeted.
- 5.36 **PULLED FOR SEPARATE DISCUSSION (See Agenda Item 6.1)**  
Agreement - Frick, Frick & Jette Architects, Inc.  
Ratification of the agreement between Victor Valley Community College District and Frick, Frick & Jette Architects, Inc to utilize an existing three (3) year agreement, which was originally approved by the Board of Trustees on April 9, 2013 for preliminary design services for a stadium/events center. Fiscal Impact: \$9,400.00, Bond funded.
- 5.37 Furniture, Fixtures & Equipment (FF&E) Purchase – Medical Shipment  
Ratification of the FF&E purchase agreement between Victor Valley Community College District and Medical Shipment to provide medical training equipment for the Dr. Prem Reddy Health and Sciences Building. Fiscal Impact: Estimated at \$27,966.60, Local Bond Funded.
- 5.38 Furniture, Fixtures & Equipment (FF&E) Purchase – DRE Medical Equipment  
Ratification of the FF&E purchase agreement between Victor Valley Community College District and DRE Medical Equipment to provide medical training equipment for the Dr. Prem Reddy Health and Science Building. Fiscal Impact: Estimated \$19,874.73 with freight charges, Local Bond Funded.

- 5.39 Agreement – Mohawk Group  
Ratification of the agreement between Victor Valley Community College District and Mohawk Group to supply and install carpet in Electronics Building 62 and Respiratory Therapy Classroom in Allied Health Building 32. Fiscal Impact: Estimated \$17,034.74, Fund 71.
- 5.40 Furniture, Fixtures & Equipment (FF&E) Purchase – Master Medical Equipment  
Ratification of the FF&E purchase agreement between Victor Valley Community College District and Master Medical Equipment to provide medical training equipment on the Dr. Prem Reddy Health and Science Building. Fiscal Impact: Estimated \$4,545.00, Local Bond Funded.
- 5.41 Authorized Signatory – Trinda Best.  
Approval of the signature of Trinda Best to represent the Board in the named matters for fiscal year 2015-2016 per Education Code 72282. Fiscal Impact: None
- 5.42 Authorized Electronic Signature Key Users – Roger W. Wagner, Josanna Orta, Karen Hardy  
Approval of Roger W. Wagner, Josanna Orta, Karen Hardy as authorized signature key users for the period of July 1, 2015 through June 30, 2016. Fiscal Impact: None
- 5.43 Authorized Signatories – Roger W. Wagner, Josanna Orta, Karen Hardy  
Approval of the signatures of Roger W. Wagner, Josanna Orta, Karen Hardy to represent the Board in the named matters for fiscal year 2015-2016 per Education Code 72282. Fiscal Impact: None
- 5.44 Agreement – Golden Star Technology, Inc.  
Ratification of the agreement between Victor Valley Community College District and Golden Star Technology, Inc. to purchase spare equipment including four hours of contracted services to install. (Item # IN-96, on the Campus Technology Project list). Fiscal Impact: \$9,964.30, Fund 71.
- 5.45 Agreement – Vector Resources, Inc.  
Ratification of the agreement between Victor Valley Community College District and Vector Resources, Inc. to purchase Cisco telephone equipment including licensing for the Dr. Prem Reddy Health Science building. (Item # IN-95, on the Campus Technology list). Fiscal Impact: \$26,957.88, Locally Bond Funded
- 5.46 Agreement Renewal– Campusguard  
Ratification of the renewal agreement between Victor Valley Community College District and Campusguard to support Payment Card Industry (PCI) Compliance evaluation within the campus network, required in order to process credit card transactions on a campus owned network. Term: 7/1/15-6/30/16. Fiscal Impact: \$12,000, budgeted item.
- 5.47 Agreement Renewal– Alpha Omega Wireless, Inc.  
Ratification of the annual maintenance renewal agreement between Victor Valley Community College District and Alpha Omega Wireless, Inc. to provide maintenance and support for the licensed Microwave that provides connectivity between the Regional Public Safety Training Center (RPSTC) and the main campus. Term: 7/1/15-6/30/16. Fiscal Impact: \$4,995.00, budgeted item.

- 5.48 Agreement Renewal– Applied Power Technologies Corp.  
Ratification of the renewal agreement between Victor Valley Community College District and Applied Power Technologies Corp. to provide preventive maintenance and remote monitoring for the uninterruptable power supply system (UPS) in the Technology Center Building #21. Term: 7/1/15-6/30/16. Fiscal Impact: \$3,179.00, budgeted item.
- 5.49 Agreement Renewal– Datalink Networks  
Ratification of the annual renewal agreement between Victor Valley Community College District and Datalink Networks to provide support for Mediant 1000 equipment which supports telephone solutions for the campus. Term: 7/1/15-6/30/16. Fiscal Impact: \$2,247.00, budgeted item.
- 5.50 Agreement Renewal– Omniupdate, Inc.  
Ratification of the annual maintenance support renewal agreement between Victor Valley Community College District and Omniupdate, Inc. for Content Management System for the District's website. Term: 7/1/15-6/30/16. Fiscal Impact: \$29,000.00, budgeted item.
- 5.51 Agreement Renewal – Overland Storage, Inc. .  
Ratification of the renewal agreement between Victor Valley Community College District and Overland Storage, Inc. to continue hardware and software support for data management and data protection. Term: 7/1/15-6/30/16. Fiscal Impact: \$3,604.00, budgeted item.
- 5.52 Agreement Renewal – Parlance Corporation  
Ratification of the annual maintenance renewal agreement between Victor Valley Community College District and Parlance Corporation for ES NameCorrector services. This telecommunication service provides an automated operator solution for call routing services using speech recognition technology. Term: 7/1/15-6/30/16. Fiscal Impact: \$6,350.40, budgeted item.
- 5.53 Agreement Renewal – Tricade (Solarwinds)  
Ratification of the annual maintenance and support renewal agreement between Victor Valley Community College District and Tricade for Solarwinds Software Suite which will allow Network Managers to monitor many servers and other devices for outages on and off campus. Term: 7/1/15-6/30/16. Fiscal Impact: \$9,370.05, budgeted item.
- 5.54 Agreement Renewal – Hi Desert Alarm  
Ratification of the renewal agreement between Victor Valley Community College District and Hi Desert Alarm to monitor all the fire alarm and security alarm systems on the main campus and the Regional Public Safety Training Center for the 2015-2016 Fiscal Year. Fiscal Impact: \$7,596.00, budgeted item.
- 5.55 Agreement Renewal – H&H Elevator Services  
Ratification of the renewal agreement between Victor Valley Community College District and H&H Elevator Services to provide maintenance service to the elevators on campus as needed for Fiscal Year 2015-2016. Fiscal Impact: \$16,800.00, budgeted item.
- 5.56 Agreement – AC Crane Service  
Ratification of the agreement between Victor Valley Community College District and AC Crane Service to remove the telephone pole lattice by Building 10 which is structurally unfit creating a safety hazard. Fiscal Impact: \$600.00, budgeted item.



- 5.57 Agreement Renewal – Diamond Environmental Services  
Ratification of the renewal agreement between Victor Valley Community College District and Diamond Environmental Services to provided portable restroom service for five (5) portables for the 2015-2016 Fiscal Year. Fiscal Impact: \$4,713.00, budgeted item.
- 5.58 Agreement Renewal – B3 Backflow  
Ratification of the renewal agreement between Victor Valley Community College District and B3 Backflow to provided annual testing of approximately 24 backflow preventers located throughout the main campus and at the Regional Public Safety Training Center for the 2015-2016 Fiscal Year. Fiscal Impact: \$1,800.00, budgeted item.
- 5.59 Agreement – Marvin Brommer  
Ratification of the agreement between Victor Valley Community College District and Marvin Brommer, for the purchase of 8 acre feet of water. Due to irrigation demands on the VVC campus it is necessary to purchase water from the Centro sub-area. Fiscal Impact: \$800.00, budgeted item.
- 5.60 Agreement – Estate of Adam Beinschroth  
Ratification of the agreement between Victor Valley Community College District and Estate of Adam Beinschroth for the purchase of 18 acre feet of water. Due to irrigation demands on the VVC campus it is necessary to purchase water from the Alto sub-area. Fiscal Impact: \$5,130.00, budgeted item.
- 5.61 Agreement Renewal – Packaged Products & Services, Inc.  
Ratification to renew the license agreement between Victor Valley Community College District and Packaged Products & Services, Inc. for Opra Software which is the work order system used by Maintenance and Operations for the 2015-2016 Fiscal Year. Fiscal Impact: \$5,411.40, budgeted item.
- 5.62 Agreement – Ry Rodriguez, Inc.  
Ratification of the agreement between Victor Valley Community College District and Ry Rodriguez, Inc. to perform an inspection on the Above Ground Storage Tank including all components. This is an annual AQMD requirement. Fiscal Impact: \$417.40, budgeted item.
- 5.63 Agreement Renewal – Safety-Kleen  
Ratification of the renewal agreement between Victor Valley Community College District and Safety-Kleen for parts washers for the Maintenance and Operations vehicle repair and automotive area for the 2015-2016 Fiscal Year. Fiscal Impact: \$1,516.68, budgeted item.
- 5.64 Agreement – B II Rescue  
Ratification of the agreement between Victor Valley Community College District and B II Rescue to remove 2 beehives on campus, one outside the Student Services Building and one at the Agriculture Building. Fiscal Impact: \$325.00, budgeted item.
- 5.65 Agreement Renewal – Cal Building Systems, Inc.  
Ratification of the renewal agreement between Victor Valley Community College District and Cal Building Systems, Inc. to provide annual testing and inspection of the fire sprinkler system on the main campus and at the Regional Public Safety Training Center and service to the kitchen fire suppression system in the Student Activities Center for the 2015-2016 Fiscal Year. Fiscal Impact: \$4,167.00, budgeted item.

5.66 Agreement Renewal – Dewey Pest Control

Ratification of the renewal agreement between Victor Valley Community College District and Dewey Pest Control to provide pest control services on a monthly basis and as needed for the Victor Valley College main campus and the Regional Public Safety Training Center. Fiscal Impact: \$8,100.00, budgeted item.

5.67 Agreement – Hitt Plumbing

Ratification of the agreement between Victor Valley Community College District and Hitt Plumbing for emergency plumbing services needed at our main campus or at the Regional Public Safety Training Center. Fiscal Impact: \$1,000.00 budgeted item.

5.68 Agreement Renewal – Mailfinance

Ratification of the renewal agreement between Victor Valley Community College District and Mailfinance to lease the automatic mail machine with console table, conveyor stacker and remote label dispenser for the 2015-2016 Fiscal Year. Fiscal Impact: \$7,468.92 budgeted item.

5.69 Agreement – Keenan Financial Services

Approval of the agreement between Victor valley Community College District and Keenan Financial Services for investment management services for retirees as presented. Fiscal Impact: Not to exceed \$28,000.00, budgeted item.

5.70 Upward Mobility Training Leave – Troy Kuhns

Approval of the three (3) month training leave at regular pay for Troy Kuhns commencing on June 11, 2015 in accordance with Article 7.1.3.3 of the CSEA Contract. Fiscal Impact: \$14,655.00 funding for Upward Mobility and paid leave is budgeted, not to exceed 3 months.

5.71 Non-Classified Employees

Approval of the Non-Classified temporary employees as listed. Fiscal Impact: budgeted

5.72 Contract – Pacific Floor Company

Ratification of the contract between Victor Valley Community College District and Pacific Floor Company for recoating the gymnasium floor. The work will be completed by June 30, 2015 Fiscal Impact: \$5,928.00, budgeted item – Athletics

5.73 Agreement – Datawatch

Ratification of the agreement between Victor Valley Community College District and Datawatch Monarch for the additional purchase of 5 licenses to be used in the reconciliation, extracting, and preparing of reports for the disbursement of Financial Aid. Fiscal Impact: \$10,339.50.00, categorically funded/ACA (Administrative Cost Allowance) funds, budgeted item.

5.74 Agreement – American Medical Response (AMR)

Ratification of the agreement between Victor Valley Community College District and American Medical Response (AMR) to provide medical standby services for commencement. The period of this agreement is June 12, 2015. Fiscal Impact: \$320.80, budgeted item.

5.75 Independent Contractor Agreement – Texas Instruments

Ratification of the Independent Contractor agreement between Victor Valley Community College District and Texas Instruments to conduct a two-day training session to college faculty. The service period for this agreement will be within August 28, 2015 – September 30, 2015. Fiscal Impact: Not to exceed \$3,980.00

**5.76 Contract - West Coast Lights and Sirens Inc.**

Approval of the contract between Victor Valley Community College District Police Department and West Coast Lights and Sirens Inc., to install lights and siren in the Ford Explorer. The agreement covers installation labor and equipment. Fiscal Impact: \$3,078.00, budgeted item

**5.77 Board of Trustees Payments Report**

Approval of the Board of Trustees Payments Report Fiscal Impact: None

**5.78 Agreement – Porter Boiler Service**

Approval of the agreement between Victor Valley Community College District and Porter Boiler Service to provide inspection and maintenance service on three (3) Raypak boilers and two (2) Bryan boilers for the 2015-2016 fiscal year. Fiscal Impact: \$7,620.00, budgeted item.

**5.79 Agreement – MidAmerica Administrative Solutions, Inc.**

Ratification of the agreement between Victor Valley Community College District and MidAmerica Administrative Solutions, Inc. to serve the administrator of the employee sponsored 403(b)/401(a) plans. Fiscal Impact: None.

## **ACTION AGENDA**

### **6. BOARD OF TRUSTEES**

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

**5.36 PULLED - Agreement - Frick, Frick & Jette Architects, Inc.**

It was MSC (Wood/Pinkerton, Wood, Yes; Pinkerton, Yes; Brady, Yes; Henderson, No; Tortorici, No) to ratify the agreement between Victor Valley Community College District and Frick, Frick & Jette Architects, Inc. to utilize an existing three (3) year agreement, which was originally approved by the Board of Trustees on April 9, 2013 for preliminary design services for a stadium/events center. Fiscal Impact: \$9,400.00, Bond funded.

### **10. ADMINISTRATIVE SERVICES**

**10.1 Agreement – Beinschroth Family Trust**  
**Public Comment: Justin Gatewood**

A motion was made by Trustee Wood and seconded by Trustee Pinkerton to resend the initial vote of Henderson/Wood, 5-0 to allow Justin Gatewood the opportunity to speak on this item as he submitted a public comment card prior to the beginning of the meeting.

Following discussion it was MSC (Henderson/Wood, 5-0) to approve the agreement between Victor Valley Community College District and Beinschroth Family Trust for the purchase of 367 acre feet of water. Due to irrigation demands on the VVC campus it is necessary to purchase water from the Alto Sub-area. Fiscal Impact: \$104,595.00 budgeted item.

**10.2 Foundation Donations**

It was MSC (Henderson/Wood,5-0) to Approve the donations from the Victor Valley College Foundation for January – March 2015. Fiscal Impact: \$152,895.00 **Income to the District.**

**10.3 Agreement Renewal – Ellucian, Inc.**

It was MSC (Wood/Henderson, 5-0) to approve the agreement between Victor Valley Community College District and Ellucian, Inc. for its Colleague student information system in support of student operations. Term: 7/1/15-6/30/16. Fiscal Impact: \$308,090.00 budgeted item.

**10.4 Purchase - Dell, Inc.**

It was MSC (Henderson/Wood, 5-0) to approve the purchase between Victor Valley Community College District and Dell, Inc. to purchase computer equipment. These computers will be used in the new Dr. Prem Reddy Health Science building by students, faculty and staff in support of instructional and operational needs. (Item # IN-93, on the Campus Technology Project list). Fiscal Impact: \$83,195.08, Locally Bond Funded.

**10.5 Approval of Five-Year Construction Plan**

**Public Comment: David Gibbs**

It was motioned by Trustee Tortorici and seconded by Trustee Henderson to accept the plan minus #13 for discussion.

Following discussion it was MSC (Wood/Pinkerton, Wood, Yes; Pinkerton, Yes; Brady, Yes; Tortorici, No; Henderson, No) to approve the submittal of the Five-Year Facilities Construction Plan in its entirety as presented to the Chancellor's Office. Fiscal Impact: None

At 7:40 p.m. Trustee Brady adjourned the meeting for a break.

At 7:45 p.m. Trustee Brady reconvened the meeting.

**10.6 2015-2016 Tentative Budget**

It was MSC (Henderson/Wood, 5-0) to approve the Tentative General Operating Budget for 2015-2016. Fiscal Impact: Revenues and expenditures are projected based on current information and will probably change by the time of final budget adoption in September. The philosophy of the budget development process includes input through the shared governance process, developing a balanced budget and meeting required unfunded liabilities.

**10.7 Statewide Association of Community Colleges**

It was MSC ( Wood/Henderson, 5-0) to approve to renew the contract with Statewide Association of Community Colleges to provide liability and property insurance coverage for Victor Valley College during fiscal year 2015-2016. Fiscal Impact: \$330,521.00, budgeted item.

**10.8 Funds Transfer**

It was MSC (Wood/Pinkerton, 5-0) to approve the Transfer of \$2 million from General Fund 01 to the Capital Outlay Project Fund 71. Board Policy 2515, Use and Distribution of the Guaranteed Investment Fund (GIC) was approved at the February 2015 Board of Trustees meeting allowing for the interest from the GIC to be used for general fund operating expenses. Fiscal Impact: None.

## 11. HUMAN RESOURCES

### 11.1 Public Hearing on the Districts and AFT's Reopener Collective Bargaining Proposals

- a) The Board president hereby declares the hearing open
- b) The public may now comment on the Districts and AFT's Reopener Collective Bargaining Proposals
- c) The Board president hereby declares the hearing closed

Fiscal Impact: None

The Board President hereby declared the hearing open to accept comments regarding the initial proposal. Hearing no comments on the Districts and AFT's Reopener Collective Bargaining Proposals, the Board President hereby declared the hearing closed.

There was no MSC on this item as the Board voted unanimously, 5-0.

## 12. INFORMATION/DISCUSSION

### 12.1 Emeritus Status – Carol Delong, Professor Emeritus, Patricia Luther, Dean Emeritus, Gary Menser, Professor Emeritus, David Miller, Professor Emeritus, James Previte, Professor Emeritus, Submitted as an informational item. Fiscal Impact: None

### 12.2 VVCD Ballots for Spring Valley Lake Association Submitted as an informational item. Fiscal Impact: None

## 13. PUBLIC COMMENTS RELATED TO NON-AGENDA ITEMS: Jason Terkeurst, Margaret Kagy, Justin Gatewood, Ed Burg, Donald Katona

## 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*

Marianne Tortorici: reported that she had the opportunity to attend the Fire Graduation, there were about 21 graduates, it was good to see females among them. The fire program utilizes a lot of adjuncts and it is always good to see them recognized at the graduation. Attended the Respiratory Therapy Graduation which had about 20 graduates held in the PAC; she was happy to see 70-85% of the PAC full of family and friends supporting the graduates; the adjuncts were also recognized by their Director. The Director was the MC at the event, Marianne recognized the Director for doing a phenomenal job as the Director did not use a script and the Director awarded out of her own pocket \$9,600.00 in scholarships to a 4-year university. Attended the Nursing Graduation, as usual it was a phenomenal graduation with the pinning and the candlelight ceremony. Attended the Retirement Ceremony and mentioned that when combined there was 500 years of experience retiring; retirees were very dedicated to VVC.

Brandon Wood: reported that he attended the Nursing Graduation and complemented the production of the graduation; he encourages others who are not part of the nursing program to attend the nursing graduation to experience the candlelight and music. Congratulated the Nursing Graduates, mentioned that the job market is phenomenal and expressed that his daughter is a nurse and has had many job opportunities.

John Pinkerton: reported that he is thrilled about the possibility of upgrading the campus, he mentioned that a friend provided him with a Victor Valley Daily Press newspaper from 1970; John read aloud an article about VVC's budget approved by the Board; he briefly discussed the population, budget and FTES at the time; which puts our budget into perspective. Attended the Nursing Graduation at Silverado High School, he encourages the developments of additional facilities on campus so that we can have our graduations on our own campus grounds. John commented on the expense of the water and how it's worth it because the lake is beautiful, it represents our community; he wants to see that the lake is maintained.

Dennis Henderson: recognized Pat Luther by stating that she is going to be missed, she has been the one light that has shined brightly on the board room. Thanked the foundation for their donation. Thanked the audience for attending. Will be attending the Corrections Academy Graduation Ceremony and the Graduation on Friday.

Joseph W. Brady: reported that he did not make one of the graduations that Marianne had attended. He will not be able to make tomorrow night's ceremony but will attend Friday's graduation. Discussed the needs of technology, asked Dr. Wagner put on the next agenda an overview of what we need for technology and funding; recognized a recent article in the Daily Press on Model United Nations, Joe thanked the team; recognized another daily press article on one of our programs, Joe acknowledged Hinrich Kaiser who was in the audience and thanked him; thanked and recognized Pat Luther for the guidance that she has given him. Recognized Margaret Kagy and thanked her for her passion. Sends his best wishes to all the retirees.

## **15. ADJOURNMENT**

It was MSC (Wood/Henderson) to adjourn the meeting at 8:36 p.m.




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

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

**TOPIC:** AGREEMENT – VICTOR VALLEY UNION HIGH SCHOOL DISTRICT

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

**RECOMMENDED BY:** Peter Maphumulo 

**APPROVED BY:** Roger W. Wagner 

**Description/Background:**

The District wishes to ratify an agreement between Victor Valley Community College District and Victor Valley Unified School District to lease the district field for the operation of two football games at Silverado High School. The requested dates of the facility are September 5, 2015 and September 26, 2015.

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

**Need:**

For utilization of sports facilities.

**Fiscal Impact:**

Budgeted item – Not to exceed \$6,600.00.

**Recommended Action:**

It has been recommended by the Superintendent/President that the Board of Trustees ratify the agreement between Victor Valley Community College District and Victor Valley Unified School District to lease the district field for the operation of two football games at Silverado High School. The requested dates of the facility are September 5, 2015 and September 26, 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:** SERVICE AGREEMENT – K-16 BRIDGE PROGRAM FOR RAMP UP GRANT

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

**RECOMMENDED BY:** Peter Maphumulo 

**APPROVED BY:** Roger W. Wagner 

**Description/Background:**

The District wishes to ratify a service agreement between Victor Valley Community College District and the Lewis Center for Educational Research providing a K-16 Bridge Program (services and general program logistics coordination) as part of the RAMP UP Grant. The period for this agreement is July 1, 2014 through June 30, 2015.

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

**Need:**

For Victor Valley College to be in compliance with RAMP UP requirements for the 2014/2015 fiscal year.

**Fiscal Impact:**

Budgeted - \$17,500 – Grant funded - RAMP UP. These fees cover the cost of implementing RAMP UP requirements by the Lewis Center in the Victor Valley College region.

**Recommended Action:**

It is recommended by the Superintendent/President that the Board of Trustees ratify the service agreement(s) between Victor Valley Community College District and the Lewis Center for Educational Research providing a K-16 Bridge Program (services and general program logistics coordination) as part of the RAMP UP Grant. The period for this agreement is July 1, 2014 through June 30, 2015.

**Legal Review:** YES  NOT APPLICABLE

**Reference for Agenda:** YES  NO



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

BOARD CONSENT  BOARD ACTION  BOARD INFORMATION (no action required)

TOPIC: AGREEMENT - 3M LIBRARY SYSTEM RENEWAL  
SUBMITTED BY: Leslie Huiner, Library  
RECOMMENDED BY: Peter Maphumulo *Peter Maphumulo*  
APPROVED BY: Roger Wagner *Roger Wagner*

**Description/Background:**

The District wishes to ratify a renewal agreement with 3M Library Systems to provide a security and theft prevention system for the library. The period of this agreement is July 1, 2015 through June 30, 2016.

**Need:**

The security and theft detection system provides protection from theft of library resources.

**Fiscal Impact:**

Budgeted -- \$1,667

**Recommended Action:**

It is recommended by the Superintendent/President that Board of Trustees ratify an agreement renewal with 3M Library Systems to provide a security and theft prevention system for the library. The period of this agreement is July 1, 2015 through June 30, 2016.

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:** LEASE AGREEMENT – XEROX/IMAGE SOURCE

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

**RECOMMENDED BY:** Peter Maphumulo 

**APPROVED BY:** Roger W. Wagner 

**Description/Background:**

The District wishes to lease a XEROX WC 7225/PTXF2 for the Community Education Department's use.

**Need:**

To upgrade the current equipment within the Community Education Department.

**Fiscal Impact:**

Lease Terms: \$124.95/mo for 60 months with a per copy expense of \$0.079 for color and \$0.0099 for mono.

**Recommended Action:**

It is recommended by the Superintendent/President that Board of Trustees approve the lease for a XEROX Z WC 7225/PTXF2 for the Community Education Department's use for the receipt of credit card registration forms and other confidential material.

**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 – TOTAL RECALL CAPTIONING, INC.  
**SUBMITTED BY:** Arthur Lopez, Dean, Student Services  
**RECOMMENDED BY:** Peter Maphumulo *Peter Maphumulo*  
**APPROVED BY:** Roger W. Wagner *R. Wagner*

**Description/Background:**

The District wishes to ratify an agreement between Victor Valley Community College District and Total Recall Captioning, Inc., to provide real-time captioning for students who participate in Disabled Students Programs and Services (DSPS). The period of this agreement is March 25, 2015 through June 13, 2015.

**Need:**  
For ADA compliance

**Fiscal Impact:**  
Budgeted. – \$3,315.00

**Recommended Action:**  
It has been recommended by the Superintendent/President that the Board of Trustees ratify the agreement between Victor Valley Community College District and Total Recall Captioning, Inc., to provide real-time captioning for students who participate in DSPS. The period of this agreement is March 25, 2015 through June 13, 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 - MT. SAN JACINTO COMMUNITY COLLEGE DISTRICT

**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 ratify an agreement with Mt. San Jacinto Community College District for the sponsorship of fifteen (15) attendees to the 2015 Training Conference as outlined in the Deputy Sector Navigator objectives. The period of this agreement is July 1, 2015 to August 21, 2015.

**Need:**

Victor Valley College District acts as the fiscal agent for the 2015 "Focus on Freshmen" Get Focused/Stay Focused Teacher Training Conference. This promotes professional development of high school faculty through programs and services designed to expand pathway programs to enable community colleges to attract students, to help students achieve success, provide a pathway from high school to Community College, and to encourage continued economic advancement within the region.

**Fiscal Impact:**

Budgeted. \$16,260.00 - 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 agreement between Victor Valley Community College District and Mt. San Jacinto Community College District for the sponsorship of fifteen (15) attendees to the 2015 Training Conference as outlined in the Deputy Sector Navigator objectives. The period of this agreement is July 1, 2015 to August 21, 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:** INDEPENDENT CONTRACTOR AGREEMENT – TASHA TAIT

**SUBMITTED BY:** Patricia Bejarano-Vera, Director, Special Grant Programs

**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 Tasha Tait to provide supplemental foreign language instruction in Portuguese for Upward Bound program participants during the 2015 six-week Summer Academy. The period of this agreement is June 22, 2015 through August 6, 2015.

**Need:**

To meet grant objectives as required by the U.S. Department of Education for the Upward Bound Program.

**Fiscal Impact:**

Budgeted. \$1,595 - grant funded, Upward Bound

**Recommended Action:**

It is recommended by the Superintendent/President that the Board of Trustees ratify an Independent Contractor Agreement with Tasha Tait to provide supplemental foreign language instruction in Portuguese for Upward Bound program participants during the 2015 six-week Summer Academy. The period of this agreement is June 22, 2015 through August 6, 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 – TIMOTHY VANDENBERG

**SUBMITTED BY:** Patricia Bejarano-Vera, Director, Special Grant Programs

**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 Timothy Vandenberg to provide a Monopoly Seminar with an emphasis on STEM Education for Upward Bound program participants during the 2015 six-week Summer Academy. The period of this agreement is June 22, 2015 through July 30, 2015.

**Need:**

To meet grant objectives as required by the U.S. Department of Education for the Upward Bound Program.

**Fiscal Impact:**

Budgeted. \$2,145 - grant funded, Upward Bound

**Recommended Action:**

It is recommended by the Superintendent/President that the Board of Trustees ratify an Independent Contractor Agreement with Timothy Vandenberg to provide a Monopoly Seminar with an emphasis on STEM Education for Upward Bound program participants during the 2015 six-week Summer Academy. The period of this agreement is June 22, 2015 through July 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:** INDEPENDENT CONTRACTOR AGREEMENT- LEARN CPR 4 LIFE

**SUBMITTED BY:** Patricia Bejarano-Vera, Director, Special Grant Programs

**RECOMMENDED BY:** Peter Maphumulo 

**APPROVED BY:** Roger W. Wagner 

**Description/Background:**

The District wishes to ratify an Independent Contractor Agreement between Victor Valley Community College District and Learn CPR 4 Life, Inc., to provide CPR and First Aid Training to Upward Bound Staff during the 2015 Summer Academy. The period for this agreement is June 24, 2015.

**Need:**

To provide a CPR and First Aid training workshop to Upward Bound Summer Academy staff during the 2015 Summer Academy.

**Fiscal Impact:**

Budgeted. \$744 – Grant funded

**Recommended Action:**

It is recommended by the Superintendent/President that the Board of Trustees ratify an Independent Contractor Agreement between Victor Valley Community College District and Learn CPR 4 Life, Inc., to provide CPR and First Aid Training to Upward Bound Staff during the 2015 Summer Academy. The period for this agreement is June 24, 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 – EBMEYER CHARTER

**SUBMITTED BY:** Patricia Bejarano-Vera, Director, Special Grant Programs

**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 Ebmeyer Charter to provide transportation for Upward Bound participants during the 2015/2016 academic year. The period of this agreement is July 1, 2015 to June 30, 2016.

**Need:**

To provide charter bus transportation for Upward Bound participants during the 2015/2016 Academic Year events and Summer Academy activities. Services include transportation for academic year Saturday Academy events and field trips, including transportation from target high schools to Victor Valley College and back during the Summer Academy to meet grant objectives as required by the U.S. Department of Education.

**Fiscal Impact:**

Budgeted. Not to exceed \$33,735 – Grant funded.

**Recommended Action:**

It is recommended by the Superintendent/President that the Board of Trustees ratify an Independent Contractor Agreement between Victor Valley Community College District and Ebmeyer Charter to provide charter bus transportation for Upward Bound participants during the 2015/2016 academic year. The period of this agreement is July 1, 2015 to June 30, 2016.

**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 – EBMEYER CHARTER

**SUBMITTED BY:** Patricia Bejarano-Vera, Director, Special Grant Programs

**RECOMMENDED BY:** Peter Maphumulo *Peter Maphumulo*

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

**Description/Background:**

The District wishes to amend an Independent Contractor Agreement between Victor Valley Community College District and Ebmeyer Charter, originally approved May 13, 2014, increasing the fiscal impact by \$1545.00. Ebmeyer Charter provided transportation for Upward Bound participants during the 2014/2015 academic year. The period of this agreement is July 1, 2014 through June 30, 2015.

**Need:**

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

**Fiscal Impact:**

Budgeted. Not to exceed \$17,545 – Grant funded.

**Recommended Action:**

It is recommended by the Superintendent/President that the Board of Trustees amend an Independent Contractor Agreement between Victor Valley Community College District and Ebmeyer Charter, originally approved May 13, 2014, increasing the fiscal impact by \$1545.00. Ebmeyer Charter provided transportation for Upward Bound participants during the 2014/2015 academic year. The period of this agreement is July 1, 2014 through June 30, 2015.

**Legal Review:** YES  NOT APPLICABLE

**Reference for Agenda:** YES  NO

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* (Department of Health 1999). This paper sets out a vision of a society in which older people are able to live well, and to contribute to society.

The White Paper on *Ageing Better* sets out a vision of a society in which older people are able to live well, and to contribute to society.

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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 – CAREERAMERICA, LLC  
**SUBMITTED BY:** Arthur Lopez, Dean, Student Services  
**RECOMMENDED BY:** Peter Maphumulo *Peter Maphumulo*  
**APPROVED BY:** Roger W. Wagner *Roger W. Wagner*

**Description/Background:**

The District desires to ratify an End User License Agreement between Victor Valley Community College District and CareerAmerica (Financial Aid TV) for the Board of Governor’s (BOG) Fee Waiver & Enrollment Priority Service to be used by the Financial Aid Department. The term for this agreement is July 1, 2015 through June 30, 2018.

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

**Need:**

To comply with New BOG Fee Waivers and Priority Registration Regulations.

**Fiscal Impact:**

Budgeted - \$12,000 – Administrative Cost Allowance (ACA) funds.

**Recommended Action:**

It is recommended by the Superintendent/President that the Board of Trustees ratify an End User License Agreement between Victor Valley Community College District and CareerAmerica (Financial Aid TV) for the Board of Governor’s (BOG) Fee Waiver & Enrollment Priority Service to be used by the Financial Aid Department. The term for this agreement is July 1, 2015 through June 30, 2018.

**Legal Review:** YES  NOT APPLICABLE

**Reference for Agenda:** YES  NO




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

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

**TOPIC:** CURRICULUM CHANGES

**SUBMITTED BY:** Rolando Regino, Dean of Instruction

**RECOMMENDED BY:** Peter Maphumulo 

**APPROVED BY:** Roger W. 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 May 28, 2015 and June 11, 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 May 28, 2015 and June 11, 2015 and have been recommended by the College Curriculum Committee.

**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 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, 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 strategy also sets out a number of objectives for the mental health services 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 strategy also sets out a number of actions that should be taken to achieve these objectives:

- To improve the training and skills of mental health professionals.
- To improve the coordination and integration of mental health services.
- To improve the availability of mental health services in rural and inner city areas.

The strategy also sets out a number of measures that should be taken to improve the lives of people with mental health problems:

- To improve the housing and accommodation available to people with mental health problems.
- To improve the employment and training opportunities available to people with mental health problems.
- To improve the social and recreational activities available to people with mental health problems.

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

- To improve the availability of self-help and peer support services.
- To improve the availability of family and carer support services.
- To improve the availability of day care and respite services.

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

- To improve the availability of psychological and social interventions.
- To improve the availability of medication and other treatments.
- To improve the availability of crisis and emergency services.

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

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

**TOPIC:** INDEPENDENT CONTRACTOR AGREEMENT - COURTYARD BY MARRIOTT

**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 enter into a contract with Courtyard by Marriott for facility use for the statewide Small Business Summit, as outlined in the Deputy Sector Navigator objectives. The period of this agreement is June 19, 2015.

**Need:**

The Small Business Summit 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 contract between Victor Valley Community College District and Courtyard by Marriott for facility use for the statewide Small Business Summit, as outlined in the Deputy Sector Navigator objectives. The period of this agreement is June 19, 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 *Peter Maphumulo*  
**APPROVED BY:** Roger W. Wagner *Roger W. 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 May 19, 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 contract between Victor Valley Community College District and 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 May 19, 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 to 1.5 billion. This increase is expected to be particularly large in the developing countries, where the population is growing rapidly.

The rapid increase in the number of children in the world is a major challenge for the world's governments and the international community. It is essential that we find ways to meet the needs of these children, particularly in the areas of education, health care, and social services.

One of the most important ways to meet the needs of children is through education. Education is essential for the development of children and for the progress of the world. It is essential that we ensure that all children have access to quality education.

Another important way to meet the needs of children is through health care. Health care is essential for the well-being of children and for the progress of the world. It is essential that we ensure that all children have access to quality health care.

Finally, it is essential that we ensure that all children have access to social services. Social services are essential for the well-being of children and for the progress of the world. It is essential that we ensure that all children have access to quality social services.

In conclusion, the rapid increase in the number of children in the world is a major challenge for the world's governments and the international community. It is essential that we find ways to meet the needs of these children, particularly in the areas of education, health care, and social services.

One of the most important ways to meet the needs of children is through education. Education is essential for the development of children and for the progress of the world. It is essential that we ensure that all children have access to quality education.

Another important way to meet the needs of children is through health care. Health care is essential for the well-being of children and for the progress of the world. It is essential that we ensure that all children have access to quality health care.

Finally, it is essential that we ensure that all children have access to social services. Social services are essential for the well-being of children and for the progress of the world. It is essential that we ensure that all children have access to quality social services.

In conclusion, the rapid increase in the number of children in the world is a major challenge for the world's governments and the international community. It is essential that we find ways to meet the needs of these children, particularly in the areas of education, health care, and social services.

One of the most important ways to meet the needs of children is through education. Education is essential for the development of children and for the progress of the world. It is essential that we ensure that all children have access to quality education.

Another important way to meet the needs of children is through health care. Health care is essential for the well-being of children and for the progress of the world. It is essential that we ensure that all children have access to quality health care.

Finally, it is essential that we ensure that all children have access to social services. Social services are essential for the well-being of children and for the progress of the world. It is essential that we ensure that all children have access to quality social services.





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

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

**TOPIC:** INDEPENDENT CONTRACTOR AGREEMENT - ALFREDO MARTINEZ-MORALES

**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 ratify an Independent Contractor Agreement with Alfredo Martinez-Morales 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 May 19, 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 Alfredo Martinez-Morales 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 May 19, 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: CQ PRODUCTIONS, INC.

**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 ratify an Independent Contractor Agreement with CQ Productions, Inc. for the production and filming of two PBS shows Curiosity Quest: Problem Solver. This consists of approximately 30 school children (Elementary, Middle and High School age), per show, receiving a challenge from a business, they come up with solutions, and then present the solutions to the business owner. The children are bussed to the location and given snacks and lunch. The show will reach 144 PBS stations nationwide. The period of this agreement is from May 1, 2015 to June 30, 2015.

**Need:**

The production offers children of a variety of ages experience with business and solving business problems. It encourages out-of-the-box thinking and promotes entrepreneurial thinking at a young age. Broadcasting the production offers reach to even more school age children to inspire others to take on challenges and come up with a variety of ideas to find the best solution.

**Fiscal Impact:**

Budgeted. \$14,659.00 - 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 CQ Productions, Inc. for the production and filming of two PBS shows Curiosity Quest: Problem Solver. The period of this agreement is from May 1, 2015 to June 30, 2015.

**Legal Review:** YES  NOT APPLICABLE

**Reference for Agenda:** YES  NO



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

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

**TOPIC:** MEMORANDUM OF UNDERSTANDING - WALLNER CONSULTING SERVICES

**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 ratify a Memorandum of Understanding with Elizabeth Wallner to structure a regional "Entrepreneur Summer Camp". Ms. Wallner will coordinate with the 12 regional community colleges and surrounding high schools for participants of the "camp". The period of this agreement is April 15, 2015 through August 30, 2015.

**Need:**

Promoting programs designed to inspire entrepreneurial skills among high school and college students, help students achieve success in real world applications, provide a pathway from high school to Community College, and encourage continued economic advancement within the region.

**Fiscal Impact:**

Budgeted. \$15,150.00 - 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 a Memorandum of Understanding with Elizabeth Wallner to structure a regional "Entrepreneur Summer Camp". Ms. Wallner will coordinate with the 12 regional community colleges and surrounding high schools for participants of the "camp". The period of this agreement is April 15, 2015 through August 30, 2015.

**Legal Review:** YES  NOT APPLICABLE

**Reference for Agenda:** YES  NO



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

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

**TOPIC:** MEMORANDUM OF UNDERSTANDING (MOU): WALLNER CONSULTING SERVICES

**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 MOU with Elizabeth Wallner to structure the four sub-regional business plan competitions. Ms. Wallner will coordinate with the 12 regional community colleges and surrounding high schools for mentoring and participation in the competitions, schedule facilities for the four competitions, build a web site for business plan submittal for initial judging, align judges for each of the competitions, and facilitate all four competitions. The period of this agreement is September 1, 2015 through April 10, 2016.

**Need:**

Promoting programs designed to inspire entrepreneurial skills among high school and college students, help students achieve success in real world applications, provide a pathway from high school to Community College, and encourage continued economic advancement within the region.

**Fiscal Impact:**

Budgeted. \$7000.00 - 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 enter into an MOU with Elizabeth Wallner to structure the four sub-regional business plan competitions. Ms. Wallner will coordinate with the 12 regional community colleges and surrounding high schools for mentoring and participation in the competitions, schedule facilities for the four competitions, build a web site for business plan submittal for initial judging, align judges for each of the competitions, and facilitate all four competitions. The period of this agreement is September 1, 2015 through April 10, 2016.

**Legal Review:** YES  NOT APPLICABLE

**Reference for Agenda:** YES  NO

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

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

**TOPIC:** CONTRACT – VICTOR ELEMENTARY SCHOOL DISTRICT (VESD)

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

**RECOMMENDED BY:** Peter Maphumulo 

**APPROVED BY:** Roger W. Wagner 

**Description/Background:**

In April 2015, Victor Valley College Contract Education was contacted by the Victor Elementary School District (VESD) to discuss the possibility of teaching English as a Second Language (ESL) under contract. The purpose of the class is to help non-English speaking parents of the district to communicate more effectively with teachers and school officials. The period of the agreement is Fall 2015 through Fall 2016.

**Need:**

VESD needs to communicate with the parents of multi-cultural students. Three not-for-credit ESL classes will be offered Fall 2015 through the Fall 2016 and be held at a location determined by VESD.

**Fiscal Impact:**

Projected Income to District: \$19,500

**Recommended Action:**

It is recommended by the Superintendent/President that the Board of Trustees ratify the contract with Victor Elementary School District (VESD) to teach English as a Second Language (ESL).. The purpose of the class is to help non-English speaking parents of the district to communicate more effectively with teachers and school officials. The period of the agreement is Fall 2015 through Fall 2016.

**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:** FEES – CONSTRUCTION TECHNOLOGY  
**SUBMITTED BY:** Peter Maphumulo, Executive Vice President, Instruction & Student Services  
**RECOMMENDED BY:** Peter Maphumulo *Peter Maphumulo*  
**APPROVED BY:** Roger W. Wagner *Roger W. Wagner*

**Description/Background:**

The District desires to approve materials fee charges for the following courses:

CT-116 Construction Safety	\$5.00
CT-122A Heating and Air Conditioning	\$25.00
CT-144 Photovoltaic Systems & Installation	\$100.00

These materials fees will be effective with the Fall 2015 semester.

**Need:**

This provides each student with the following items:

CT-116 Construction Safety: Osha 30 hour Certification.

CT-122A Heating and Air Conditioning: EPA 608 Certification Testing.

CT-144 Photovoltaic Systems & Installation: NABCEP Entry Level Certification Testing and OSHA 10 hour Certification.

These fees will now be able to be paid through financial aid mechanisms if approved.

**Fiscal Impact:**

None to the District.

**Recommended Action:**

It is recommended by the Superintendent/President that the Board of Trustees approve the charges of materials fees to students, beginning with the Fall 2015 term for the following Construction Technology Classes: CT-116, CT-122A, and CT-144.

**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:** BOARD OF TRUSTEES BUDGET TRANSFER REQUEST REPORT

**SUBMITTED BY:** Deedee Orta, Administrative Services

**RECOMMENDED BY:** Deedee Orta *Deedee Orta*

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

**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

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 UK Government has set out a strategy for mental health care (Department of Health 1999). This strategy is based on the following principles: (1) to improve the lives of people with mental health problems; (2) to reduce the need for hospital care; (3) to improve the effectiveness of mental health services; (4) to improve the way in which mental health services are funded; (5) to improve the way in which mental health services are managed; (6) to improve the way in which mental health services are delivered; (7) to improve the way in which mental health services are evaluated.

The UK Government has also set out a strategy for mental health care (Department of Health 1999). This strategy is based on the following principles: (1) to improve the lives of people with mental health problems; (2) to reduce the need for hospital care; (3) to improve the effectiveness of mental health services; (4) to improve the way in which mental health services are funded; (5) to improve the way in which mental health services are managed; (6) to improve the way in which mental health services are delivered; (7) to improve the way in which mental health services are evaluated.

The UK Government has also set out a strategy for mental health care (Department of Health 1999). This strategy is based on the following principles: (1) to improve the lives of people with mental health problems; (2) to reduce the need for hospital care; (3) to improve the effectiveness of mental health services; (4) to improve the way in which mental health services are funded; (5) to improve the way in which mental health services are managed; (6) to improve the way in which mental health services are delivered; (7) to improve the way in which mental health services are evaluated.

The UK Government has also set out a strategy for mental health care (Department of Health 1999). This strategy is based on the following principles: (1) to improve the lives of people with mental health problems; (2) to reduce the need for hospital care; (3) to improve the effectiveness of mental health services; (4) to improve the way in which mental health services are funded; (5) to improve the way in which mental health services are managed; (6) to improve the way in which mental health services are delivered; (7) to improve the way in which mental health services are evaluated.

The UK Government has also set out a strategy for mental health care (Department of Health 1999). This strategy is based on the following principles: (1) to improve the lives of people with mental health problems; (2) to reduce the need for hospital care; (3) to improve the effectiveness of mental health services; (4) to improve the way in which mental health services are funded; (5) to improve the way in which mental health services are managed; (6) to improve the way in which mental health services are delivered; (7) to improve the way in which mental health services are evaluated.

The UK Government has also set out a strategy for mental health care (Department of Health 1999). This strategy is based on the following principles: (1) to improve the lives of people with mental health problems; (2) to reduce the need for hospital care; (3) to improve the effectiveness of mental health services; (4) to improve the way in which mental health services are funded; (5) to improve the way in which mental health services are managed; (6) to improve the way in which mental health services are delivered; (7) to improve the way in which mental health services are evaluated.

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

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

**TOPIC:** 2015 FACILITIES MASTER PLAN UPDATE

**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 update the 2007 Facilities Master Plan (FMP) to reflect the next 20-year outlook of the college. This update is presented to the Board of Trustees as the 2015 Facilities Master Plan.

**Need:**

A Facilities Master Plan is a fluid document that represents a 20-year long-range outlook which requires updating as it is a continuous work in progress. Since the creation of the 2007 Facilities Master Plan, the District has passed Bond Measure JJ, completed many of the projects listed within the document, and changed focus on projects that would best serve the High Desert community. The 2015 Facilities Master Plan Update brings the old document to a current reflection of VVCs future, incorporating the work that is still relevant from the original FMP along with new projects that the Five-Year Capital Construction Plan, the Space Inventory Report, and Educational Master plan have dictated.

**Fiscal Impact:**

None

**Recommended Action:**

It is recommended that the Board of Trustees approve the 2015 Facilities Master Plan as presented.

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 – APPLE VALLEY INSULATION

**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 an agreement with Apple Valley Insulation to install sound and thermal insulation in Building #30.

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

**Need:**

The need was identified by the instructional staff for improved sound insulation between classrooms in the Liberal Arts Building. Presentations, lectures, etc. at times creates excessive noise that affects instruction in the adjoining classroom. The sound and thermal insulation will assist in resolving these sound transfer issues while also helping to maintain a better conditioned environment for the students.

**Fiscal Impact:**

\$14,986 – Fund 71

**Recommended Action:**

This item has been approved by the Superintendent/President, and it is recommended that the Board of Trustees ratify the agreement with Apple Valley Insulation in the amount of \$14,986.

**Legal Review:** YES  NOT APPLICABLE

**Reference for Agenda:** YES  NO





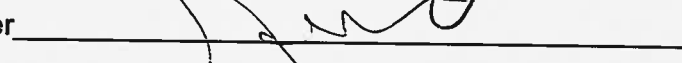
**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES  
AGENDA ITEM**

**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 

**APPROVED BY:** Roger W. Wagner 

**Description/Background:**

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

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

**Need:** N/A

**Fiscal Impact:** None

**Recommended Action:**

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

**Legal Review:** YES  NOT APPLICABLE

**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:** DESIGNATION OF NEWSPAPER FOR 2015-2016 DISTRICT BUDGET  
PUBLIC HEARING

**SUBMITTED BY:** Karen Hardy, Interim Chief Business Officer

**RECOMMENDED BY:** Karen Hardy 

**APPROVED BY:** Roger W. Wagner 

**Description/Background:**

In accordance with Education Code 42103, the governing board is required to publish notice of public hearings on the proposed district Budget. This code section specifically mandates the notice be published in a newspaper of general circulation in the District, at least three days prior to the availability of the proposed Budget for public inspection.

The 2015-2016 district Budget calendar sets September 1 through 8, 2015, as the period the proposed budget will be available for public inspection. On September 8, 2015, the proposed Budget will be presented at the public hearing for adoption.

**Need:** N/A

**Fiscal Impact:** None

**Recommended Action:**

It is recommended the Board of Trustees designate the Victor Valley Daily Press as the newspaper in which to publish the proposed Budget inspection dates as September 1 through 8, 2015, and public hearing date as September 8, 2015.

**Legal Review:** YES  NOT APPLICABLE

**Reference for Agenda:** YES  NO



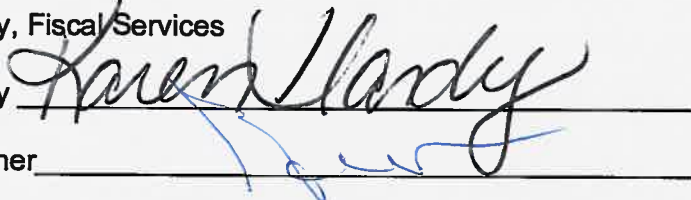
**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES  
AGENDA ITEM**

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

**TOPIC:** AGREEMENT RENEWAL #15/16-0126 – SAN BERNARDINO COUNTY SUPERINTENDENT OF SCHOOLS (SBCSS)

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

**RECOMMENDED BY:** Karen Hardy



**APPROVED BY:** Roger Wagner



**Description/Background:**

The District wishes to continue participation in the services provided by the San Bernardino County Superintendent of Schools for courier services for fiscal year 2015-16. This service includes daily delivery and pickup of the County's correspondence and materials. In addition, the District uses this service to deliver correspondence to the County and to other school districts within the County.

A copy of the original agreement is available for review in the Fiscal Service's office.

**Need:**

This service is needed to help expedite daily delivery and pickup of the County's correspondence and materials as opposed to sending through the postal service.

**Fiscal Impact:**

Not to exceed \$6,374.05 – Budgeted Item

**Recommended Action:**

It is recommended that the Board of Trustees ratify agreement #15/16-0126 with San Bernardino County Superintendent of Schools for County courier services an amount not to exceed \$6,374.05.

**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 (19.5% 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). This strategy is based on the following principles:

- (i) older people should be able to live independently and actively in their own homes;
- (ii) older people should be able to live in their own communities;
- (iii) older people should be able to live in their own homes and communities for as long as possible;
- (iv) older people should be able to live in their own homes and communities with dignity and respect.

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). This strategy is based on the following principles:

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- (iii) older people should be able to live in their own homes and communities for as long as possible;
- (iv) older people should be able to live in their own homes and communities with dignity and respect.

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). This strategy is based on the following principles:

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- (iii) older people should be able to live in their own homes and communities for as long as possible;
- (iv) older people should be able to live in their own homes and communities with dignity and respect.

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). This strategy is based on the following principles:



- (i) older people should be able to live independently and actively in their own homes;
- (ii) older people should be able to live in their own communities;
- (iii) older people should be able to live in their own homes and communities for as long as possible;
- (iv) older people should be able to live in their own homes and communities with dignity and respect.

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). This strategy is based on the following principles:

- (i) older people should be able to live independently and actively in their own homes;
- (ii) older people should be able to live in their own communities;
- (iii) older people should be able to live in their own homes and communities for as long as possible;
- (iv) older people should be able to live in their own homes and communities with dignity and respect.

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

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

**TOPIC:** AGREEMENT – INCOMMON, LLC  
**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 InCommon, LLC (a membership organization wholly owned and operated by the non-profit Internet2), which in turn has an agreement with the California Community College Chancellor's Office (CCCCO) for the participation into the InCommon (identity services) Federation at no cost to the District. Term: 5/22/15-12/31/15 (Item #IN-97, on the Campus Technology Project list).

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

**Need:**

Becoming a member of the InCommon Federation will allow the District to enable access for its constituent to a wide range of services provided by third parties while using the same credentials. For example, VVC students could access WiFi services using VVC credentials on other UC, CSU or Community Colleges' campuses (once agreed and configured by both parties).

**Fiscal Impact:**

\$0 None – 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 InCommon, LLC.

**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 – SARS SOFTWARE PRODUCTS, INC.

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

**RECOMMENDED BY:** Frank Smith 

**APPROVED BY:** Roger W. Wagner 

**Description/Background:**

The District wishes to renew its annual agreement with SARS Software Products, Inc. to provide software licenses and support services for SARS-Trak, PC-Trak, SARS-Call and SARS Alert. The term is five years to be billed annually 8/1/14 – 6/30/19 (yr. 2 of 5).

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

**Need:**

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

**Fiscal Impact:**

\$7,600.00 – 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 SARS Software Products, Inc. in the amount of \$7,600.00.

**Legal Review:** YES  NOT APPLICABLE

**Reference for Agenda:** YES  NO



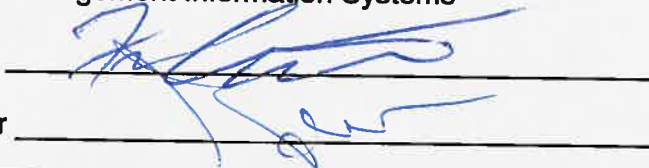
**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES  
AGENDA ITEM**

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

**TOPIC:** AGREEMENT RENEWAL – NUVENTIVE, LLC.

**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 Nuventive, LLC for TracDat SharePoint Option (TSO), in support of instructional and operational needs. VVC will be billed annually. This agreement is for the period of 7/27/2013 – 7/26/18 (yr. 3 of 5).

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

**Need:**

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

**Fiscal Impact:**

\$2,021.25 – Budgeted Item, to be billed annually for the remaining three years.

**Recommended Action:**

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

**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 – NETMAIL, INC. (M+ARCHIVE)

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

**RECOMMENDED BY:** Frank Smith 

**APPROVED BY:** Roger W. Wagner 

**Description/Background:**

The District wishes to renew its annual agreement with Netmail, Inc. for M+ Archive subscription. 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 will allow Victor Valley College to maintain email archives for future retrieval if needed by administrators, faculty and staff. Netmail also helps the District maintain network and server efficiency by reducing system workloads.

**Fiscal Impact:**

\$25,200.00 - Budgeted Item

**Recommended Action:**

This item has been approved by the Superintendent/President, and it is recommended that the Board of Trustees ratify the agreement renewal with Netmail, Inc. in the total amount of \$25,200.00.

**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 – FERRILLI INFORMATION GROUP

**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 Ferrilli Information Group to provide Datatel consulting services. Term 7/1/15 – 6/30/16 (Item # IN-98 on Campus Technology Project list)

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

**Need:**

This is needed to support staff and programming projects within the MIS department; several critical projects are underway in office of instruction, student services, and other areas that require consulting services. These projects are critical for the Victor Valley College campus to meet the needs of students and community.

**Fiscal Impact:**

Not to exceed \$30,000.00 - Budgeted Item

**Recommended Action:**

This item has been approved by the Superintendent/President, and it is recommended that the Board of Trustees ratify the agreement with Ferrilli Information Group in the amount of \$30,000.00.

**Legal Review:** YES  NOT APPLICABLE

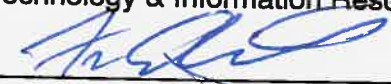

**Reference for Agenda:** YES  NO





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

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

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

**Description/Background:**

The District wishes to renew its maintenance agreement with Faronics for Deep Freeze ENT NA (EDU) licenses. 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 agreement will stabilize computer systems and reduce the amount of maintenance required by allowing the system to return to its basic configuration after reboot.

**Fiscal Impact:**

\$ 3,000.00 - Budgeted Item

**Recommended Action:**

This item has been approved by the Superintendent/President, and it is recommended that the Board of Trustees ratify the agreement renewal with Faronics in the amount of \$3,000.00.

**Legal Review:** YES  NOT APPLICABLE

**Reference for Agenda:** YES  NO



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

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

**TOPIC:** AGREEMENT RENEWAL – CUSTOM ANSWERS SOFTWARE INC.

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

**RECOMMENDED BY:** Frank Smith 

**APPROVED BY:** Roger W. Wagner 

**Description/Background:**

The District wishes to renew its annual agreement with Custom Answers Software Inc. for the web-based application that offers on-line customer service allowing question search or permitting questions to be asked by students, alumni or community around any topic to quickly and thoroughly respond back and to serve their support needs promptly while improving the quality of service and allowing consistency in communication. Five year term to be billed annually: 9/1/2011 – 6/30/16 (yr. 5 of 5).

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

**Need:**

This is required to allow students to be able to find answers to their questions regarding Victor Valley College, programs and services 24/7 and provide the district a way to track our effectiveness in delivering this information to students.

**Fiscal Impact:**

\$12,500.00 – 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 renewal with Custom Answers Software, Inc. in the amount of \$12,500.00.

**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:** AGREEMENT RENEWAL – COMPUTERLAND OF SILICON VALLEY

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

**RECOMMENDED BY:** Frank Smith 

**APPROVED BY:** Roger W. Wagner 

**Description/Background:**

The District wishes to renew its agreement with Computerland of Silicon Valley to purchase license and software for Adobe Creative Cloud Enterprises and Contribute 6.5. This is a three year agreement to be billed annually. Term 8/31/13 – 8/30/16 (yr. 3 of 3).

This agreement was developed through the Foundation for California Community Colleges (FCCC) and executed through Computerland of Silicon Valley to provide economies of scale for the purchase of this widely used software and applications throughout the California Community Colleges.

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

**Need:**

This agreement replaces and enhances the current software and applications the campus purchases on regular bases. This cooperative purchase agreement allows for the economies of scale acquisition and increased availability of software and applications at a lower cost than normally purchased individually.

**Fiscal Impact:**

\$30,745.00 – 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 Computerland of Silicon Valley in the total amount of \$30,745.00.

**Legal Review:** YES  NOT APPLICABLE

**Reference for Agenda:** YES  NO



Meeting Date: July 14, 2015

Item Number: 5.37


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

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

**TOPIC:** AGREEMENT RENEWAL – ACTIVE DATA EXCHANGE

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

**RECOMMENDED BY:** Frank Smith 

**APPROVED BY:** Roger W. Wagner 

**Description/Background:**

The District wishes to renew its annual maintenance and support agreement with Active Data Exchange for Active Data Calendar. 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 and support agreement enables the District to provide a secure, campus-wide master calendaring system that connects to internally-used email and collaboration systems. It also makes District-wide calendar events available to the public through the college's website.

**Fiscal Impact:**

\$1,498.00 – Budgeted Item

**Recommended Action:**

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

**Legal Review:** YES  NOT APPLICABLE

**Reference for Agenda:** YES  NO






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

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

**TOPIC:** AGREEMENT RENEWAL - BOMGAR CORPORATION

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

**RECOMMENDED BY:** Frank Smith 

**APPROVED BY:** Roger W. Wagner 

**Description/Background:**

The District wishes to renew its annual software maintenance agreement with Bomgar Corporation. This software enables the help desk and other technical personnel to view and control any workstation on or off campus. This software will be used to assist with troubleshooting when students or staff calls with technical computer problems. This agreement is for the period of 7/1/15 – 6/30/16.

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

**Need:**

This software will reduce the amount of time needed on each support call from the help desk and technical personnel. This will allow them to view and control the workstation instead of simply talking the user through the process.

**Fiscal Impact:**

\$2,837.00 – 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 Bomgar Corporation in the amount of \$2,837.00.

**Legal Review:** YES  NOT APPLICABLE

**Reference for Agenda:** YES  NO





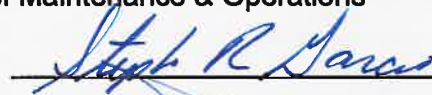
**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES  
AGENDA ITEM**

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

**TOPIC:** AGREEMENT – CLIMATEC BUILDING TECHNOLOGIES GROUP

**SUBMITTED BY:** Bob Brown, Director of Maintenance & Operations

**RECOMMENDED BY:** Steve Garcia

  
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**APPROVED BY:** Roger W. Wagner

  
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**Description/Background:**

The District wishes to enter into an agreement with Climatec Building Technologies Group to provide a preventive maintenance plan for the District's Energy Management & Control System.

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

**Need:**

To optimize the HVAC systems accuracy and effectiveness, preventive maintenance should be performed on a regular basis to minimize cost and maximize energy efficiency of the units.

**Fiscal Impact:** \$32,590.67. – Fund 71

**Recommended Action:**

This item has been approved by the Superintendent/President, and it is recommended that the Board of Trustees ratify the agreement with Climatec Building Technologies Group in the amount of \$32,590.67.

**Legal Review:** YES  NOT APPLICABLE

**Reference for Agenda:** YES  NO



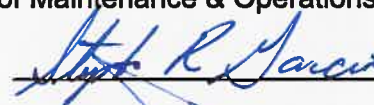
**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES  
AGENDA ITEM**

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


**TOPIC:** AGREEMENT – SAN BERNARDINO & RIVERSIDE COUNTIES FIRE EQUIPMENT

**SUBMITTED BY:** Bob Brown, Director of Maintenance & Operations

**RECOMMENDED BY:** Steve Garcia

  
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**APPROVED BY:** Roger W. Wagner

  
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**Description/Background:**

The District wishes to renew the agreement with San Bernardino & Riverside Counties Fire Equipment to provide monthly service to main campus fire extinguishers and the Regional Public Safety Training Center fire extinguishers for the 2015-2016 Fiscal year.

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

**Need:**

To provide monthly service to main campus fire extinguishers and the Regional Public Safety Training Center fire extinguishers.

**Fiscal Impact:** Not to exceed \$8600.00 - 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 San Bernardino & Riverside Counties Fire Equipment in the amount of \$8600.00.

**Legal Review:** YES  NOT APPLICABLE

**Reference for Agenda:** YES  NO



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

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

**TOPIC:** AGREEMENT – NORTH STATE ENVIRONMENTAL  
**SUBMITTED BY:** Bob Brown, Director of Maintenance & Operations  
**RECOMMENDED BY:** Steve Garcia *Steve R Garcia*  
**APPROVED BY:** Roger W. Wagner *[Signature]*

**Description/Background:**

The District wishes to enter into an agreement with North State Environmental to properly dispose of all hazardous waste materials from various departments on campus for Fiscal Year 2015-2016.

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

**Need:**

This is required to be in compliance with regulations from the San Bernardino County Fire Department Hazardous Materials Division to protect health, safety and the environment.

**Fiscal Impact:** Not to exceed \$25,000.00. - Budgeted Item

**Recommended Action:**

This item has been approved by the Superintendent/President, and it is recommended that the Board of Trustees ratify the agreement with North State Environmental in the amount of \$25,000.00.

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

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







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

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

**TOPIC:** AGREEMENT – SUNBELT RENTALS

**SUBMITTED BY:** Bob Brown, Director of Maintenance & Operations

**RECOMMENDED BY:** Steve Garcia

  
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**APPROVED BY:** Roger W. Wagner

**Description/Background:**

The District wishes to enter into an agreement with Sunbelt Rentals to provide rental equipment as needed by the Maintenance and Operations Department for Fiscal Year 2015-2016.

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

**Need:**

To be able to rent the specialty equipment that we do not have on site to complete work orders.

**Fiscal Impact:** \$4,000.00. – Budgeted Item

**Recommended Action:**

This item has been approved by the Superintendent/President, and it is recommended that the Board of Trustees ratify the agreement with Sunbelt Rentals in the amount of \$4,000.00.

**Legal Review:** YES  NOT APPLICABLE

**Reference for Agenda:** YES  NO



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

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

**TOPIC:** AGREEMENT – Ultimate Tint and Wheel  
**SUBMITTED BY:** Bob Brown, Director of Maintenance & Operations  
**RECOMMENDED BY:** Steve Garcia Steve R. Garcia  
**APPROVED BY:** Roger W. Wagner Roger W. Wagner

**Description/Background:**

The District wishes to enter into an agreement with Ultimate Tint and Wheel to provide tinting services at Building 52 (Atrium) and Building 53.

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

**Need:**

To reduce UV impact to interior of building(s) and maximize efficiency and effectiveness of the HVAC system.

**Fiscal Impact:** \$9,027.50. – Fund 71

**Recommended Action:**

This item has been approved by the Superintendent/President, and it is recommended that the Board of Trustees ratify the agreement with Ultimate Tire and Wheel in the amount of \$9,027.50.

**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 improve the lives of people with mental health problems. The Department of Health (1999) has set out a vision of a new mental health system, which will be based on the following principles:

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

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 of a new mental health system, which will be based on the following principles:

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

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 of a new mental health system, which will be based on the following principles:

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

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 of a new mental health system, which will be based on the following principles:

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

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

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

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

**SUBMITTED BY:** Bob Brown, Director of Maintenance & Operations

**RECOMMENDED BY:** Steve Garcia

*[Handwritten signature of Steve Garcia]*  
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**APPROVED BY:** Roger W. Wagner

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**Description/Background:**

The District wishes to renew the agreement with America’s Xpress Rent-A-Car to provide rental vans for student and staff transportation for athletics and field trips for Fiscal Year 2015-2016.

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

**Need:**

To provide transportation for trips throughout the year.

**Fiscal Impact:** \$34,000.00. - Budgeted Item

**Recommended Action:**

This item has been approved by the Superintendent/President, and it is recommended that the Board of Trustees ratify the agreement with America’s Xpress Rent-A-Car in the amount of \$34,000.00.

**Legal Review:** YES  NOT APPLICABLE

**Reference for Agenda:** YES  NO



VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES  
AGENDA ITEM

BOARD CONSENT  BOARD ACTION  BOARD INFORMATION (no action required)

TOPIC: NON-CLASSIFIED EMPLOYEES

SUBMITTED BY: Trinda Best

RECOMMENDED BY: Trinda Best Trinda Best

APPROVED BY: Roger W. Wagner 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

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, Leadership, Management Consulting Services, LLC

**SUBMITTED BY:** Trinda Best

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

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

**Description/Background:**

The CSEA Contract Bargaining Agreement, Article 24.5.5 allows for a discipline matter to proceed to a Skelly Conference and be heard by a neutral hearing officer.

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

**Need:**

Pursuant to the CSEA Contract Bargaining Agreement 24.5.5, a Skelly Conference will be conducted by a neutral hearing officer on June 10, 2015. Cost is to be borne by the District

**Fiscal Impact:**

\$1,000 – Budgeted item

**Recommended Action:**

It is recommended that the Board of Trustees approve the agreement with Education, Leadership, Management Consulting Services, LLC for Skelly services for the period of June 10 - 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:** APPROVAL OF ACADEMIC EQUIVALENCY REQUEST

**SUBMITTED BY:** Equivalency Committee—Debra Blanchard, Chairperson

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

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

**Description/Background:**

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

Scott Tober  
Construction Technology

**EQUIVALENCY**

Meets the requirements under work experience for vocational areas, Victor Valley equivalency policy. In the vocational area, a minimum of fifteen years of work experience in the field is required.

**Need:**

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

**Fiscal Impact:**

None

**Recommended Action:**

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

**Legal Review:** YES  NOT APPLICABLE

**Reference for Agenda:** YES  NO



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

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

**TOPIC:** APPROVAL OF ACADEMIC EQUIVALENCY REQUEST

**SUBMITTED BY:** Equivalency Committee—Debra Blanchard, Chairperson

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

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

**Description/Background:**

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

Todd Kuhns  
Automotive

**EQUIVALENCY**

Meets the requirements under work experience for vocational areas, Victor Valley equivalency policy. In the vocational area, a minimum of fifteen years of work experience in the field is required.

**Need:**

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

**Fiscal Impact:**

None

**Recommended Action:**

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

**Legal Review:** YES  NOT APPLICABLE

**Reference for Agenda:** YES  NO



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

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

**TOPIC:** APPROVAL OF ACADEMIC EQUIVALENCY REQUEST

**SUBMITTED BY:** Equivalency Committee—Debra Blanchard, Chairperson

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

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

**Description/Background:**

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

Azadeh Rismanchian  
Chemistry

**EQUIVALENCY**

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

**Need:**

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

**Fiscal Impact:**

None

**Recommended Action:**

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

**Legal Review:** YES  NOT APPLICABLE

**Reference for Agenda:** YES  NO





Meeting Date: July 14, 2015

Item Number: 5.50


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

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

**TOPIC:** AGREEMENT – PlanNet Consulting

**SUBMITTED BY:** Roger Wagner, Superintendent/President

**RECOMMENDED BY:** Roger Wagner, Superintendent/President

**APPROVED BY:** Roger W. Wagner 

**Description/Background:**

The District wishes to ratify an agreement between Victor Valley Community College District and PlanNet Consulting to provide assistance with conducting a high-level assessment of its IT/MIS capabilities and to analyze and advise on recommendations to achieve a stable, optimized and effective IT environment at the college.

**Need:**

To understand and improve IT/MIS services delivery, capabilities, operations, efficiencies and alignment to the College's business goals.

**Fiscal Impact:**

Budgeted item - \$32,450.00 – The total amount reflects the cost for estimated reimbursable expenses in the amount of \$860.00 (expected mileage to/from VVC).

**Recommended Action:**

It has been recommended by the Superintendent/President that the Board of trustees ratify the agreement between Victor Valley Community College District and PlanNet Consulting in the amount of \$32,450.00

**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:** SALE OF OBSOLETE DISTRICT FURNISHINGS

**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 sell obsolete chairs which were replaced with new furnishings at Science Building #31 to Mr. Terry Blackwell in an amount not to exceed \$1,300.00.

**Need:**

Per California Education Code Section 81452, if the Governing Board, by a unanimous vote of those members present, finds that the property, whether one or more items, does not exceed in value the sum of five thousand dollars (\$5,000), that the property may be sold at a private sale without advertising by any employee of the District empowered for that purpose by the Board.

**Fiscal Impact:**

\$1,300.00 to the District General Fund Miscellaneous Income

**Recommended Action:**

It is recommended that the Board of Trustees approve the sale of the obsolete chairs taken from Science Building #31 to Mr. Terry Blackwell in the amount of \$1,300.00.

Legal Review: YES  NOT APPLICABLE

Reference for Agenda: YES  NO



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

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

**TOPIC:** INDEPENDENT CONTRACTOR AGREEMENT - JOHNNY RAMIREZ

**SUBMITTED BY:** Patricia Bejarano-Vera, GEAR UP Program

**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 Johnny Ramirez to provide academic workshops/trainings to GEAR UP students at GEAR UP partner school sites. The service period for this agreement is July 1, 2015 through July 30, 2015.

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

**Need:**

To provide academic workshops/trainings to GEAR UP students at GEAR UP partner school sites.

**Fiscal Impact:**

\$5,000 - Federal GEAR UP Grant

**Recommended Action:**

This item has been approved by the Superintendent/President and it is recommended that the Board of Trustees ratify this agreement with Johnny Ramirez to provide academic workshops/trainings to GEAR UP students at GEAR UP partner school sites. The service period for this agreement is July 1, 2015 through July 30, 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 health care needs of the elderly population. The Department of Health (1998) has set out a strategy for the care of the elderly, which includes a commitment to improve the quality of care for the elderly and to ensure that the needs of the elderly are met in a timely and effective manner.

The Department of Health (1998) has also set out a number of key objectives for the care of the elderly, including: to improve the quality of care for the elderly; to ensure that the needs of the elderly are met in a timely and effective manner; and to ensure that the care of the elderly is cost-effective.

The Department of Health (1998) has also set out a number of key principles for the care of the elderly, including: to ensure that the care of the elderly is person-centred; to ensure that the care of the elderly is holistic; and to ensure that the care of the elderly is multi-professional.

The Department of Health (1998) has also set out a number of key actions for the care of the elderly, including: to improve the quality of care for the elderly; to ensure that the needs of the elderly are met in a timely and effective manner; and to ensure that the care of the elderly is cost-effective.

The Department of Health (1998) has also set out a number of key indicators for the care of the elderly, including: to improve the quality of care for the elderly; to ensure that the needs of the elderly are met in a timely and effective manner; and to ensure that the care of the elderly is cost-effective.

The Department of Health (1998) has also set out a number of key challenges for the care of the elderly, including: to improve the quality of care for the elderly; to ensure that the needs of the elderly are met in a timely and effective manner; and to ensure that the care of the elderly is cost-effective.

The Department of Health (1998) has also set out a number of key opportunities for the care of the elderly, including: to improve the quality of care for the elderly; to ensure that the needs of the elderly are met in a timely and effective manner; and to ensure that the care of the elderly is cost-effective.

The Department of Health (1998) has also set out a number of key priorities for the care of the elderly, including: to improve the quality of care for the elderly; to ensure that the needs of the elderly are met in a timely and effective manner; and to ensure that the care of the elderly is cost-effective.

The Department of Health (1998) has also set out a number of key messages for the care of the elderly, including: to improve the quality of care for the elderly; to ensure that the needs of the elderly are met in a timely and effective manner; and to ensure that the care of the elderly is cost-effective.

The Department of Health (1998) has also set out a number of key conclusions for the care of the elderly, including: to improve the quality of care for the elderly; to ensure that the needs of the elderly are met in a timely and effective manner; and to ensure that the care of the elderly is cost-effective.

The Department of Health (1998) has also set out a number of key recommendations for the care of the elderly, including: to improve the quality of care for the elderly; to ensure that the needs of the elderly are met in a timely and effective manner; and to ensure that the care of the elderly is cost-effective.

The Department of Health (1998) has also set out a number of key references for the care of the elderly, including: to improve the quality of care for the elderly; to ensure that the needs of the elderly are met in a timely and effective manner; and to ensure that the care of the elderly is cost-effective.

Meeting Date: July 14, 2015

Item Number: 5.53

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

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

**TOPIC:** RENEWAL AGREEMENT – Stutz Artiano Shinoff & Holtz

**SUBMITTED BY:** Roger Wagner, Superintendent/President

**RECOMMENDED BY:** Roger Wagner, Superintendent/President

**APPROVED BY:** Roger W. Wagner 

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**Description/Background:**

The District wishes to renew an agreement between Victor Valley Community College District and Stutz Artiano Shinoff & Holtz to provide legal services to the District. A copy of the original agreement is available for review in the Superintendent/President's Office.

**Need:**

The District desires to use one legal firm for consultation.

**Fiscal Impact:**

Partners: \$250/hour, Associates: \$215/hour, Paralegals and law clerk services: \$95/hour.

**Recommended Action:**

It has been recommended by the Superintendent/President that the Board of trustees renew the agreement between Victor Valley Community College District and Stutz Artiano Shinoff & Holtz to provide legal services to the District.

**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:** ESTABLISHMENT OF A BOARD EDUCATION COMMITTEE

**SUBMITTED BY:** Roger W. Wagner

**RECOMMENDED BY:** Roger W. Wagner

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

---

**Description/Background:**

Board Policy 2220 allows for the establishment of committee necessary to assist the Board in its responsibilities. The establishment of a Board Education Committee will help ensure compliance with current accreditation standards.

**Need:**

Board Policy 2740 calls for the Board to engage in activities that foster Trustee education. Accreditation Standard IV.C.9 requires the governing board to have ongoing training programs for board development.

**Fiscal Impact:**

None

**Recommended Action:**

It is recommended by the Superintendent/President that the Board of Trustees consider establishing a two member Education Committee.

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

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

**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT  
BOARD POLICIES**

**Board Of Trustees**

**Chapter 2**

**Committees of the Board**

**2220**

The Board may by action establish committees that it determines are necessary to assist the Board in its responsibilities. Any committee established by Board action shall comply with the requirements of the California Public Meetings Act and with these policies regarding open meetings.

Board committees that are composed solely of less than a quorum of members of the Board that are advisory, are not required to comply with the Brown Act, or with these policies regarding open meetings, unless they are standing committees.

Board committees that are only advisory have no authority or power to act on behalf of the Board. Findings or recommendations shall be reported to the Board for consideration.

Reference: Government Code Section 54952

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT  
BOARD POLICIES

Board Of Trustees

Chapter 2

**Board Education**

**2740**

The Board is committed to its ongoing development as a Board and to a Trustee education program that includes new Trustee orientation.

To that end, the Board will engage in study sessions, provide access to reading materials, and support conference attendance and other activities that foster Trustee education.

Reference: Accreditation Standard IV: B.1.f



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

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

**TOPIC:** AMENDMENT - CCCCCO CTE ENHANCEMENT FUNDS GRANT

**SUBMITTED BY:** Rhea Deroian, Grant Development Manager

**RECOMMENDED BY:** Peter Maphumulo 

**APPROVED BY:** Roger W. Wagner 

**Description/Background:**

The CCCCCO CTE Enhancement Fund grant is developed to enhance, retool, and align regional efforts for CTE programs in emerging career sectors. The CTE Enhancement Funds will assist in fully equipping VVC's CTE programs and support the regional development of programs that lead to nationally recognized industry standardized certifications and hands-on experience as a result of timely and relevant industry driven career pathways. Many of the programs will be explored to articulate between colleges and K-12. This funding follows the intent of Doing What Matters for Jobs and the Economy due to its lattice and stackable approach.

The amendment updates the grant period through 6/30/2016 and reflects the addition of the 40% grant funding award.

**Need:**

This grant presents an opportunity for VVC to enhance Career Technical Education programs on campus through the purchase of needed equipment, curriculum development, and faculty development funding.

**Fiscal Impact:**

Income to District: \$383,631

**Recommended Action:**

It is recommended by the Superintendent/President that the Board of Trustees ratify the amendment to the CCCCCO CTE Enhancement Funds Grant extending the grant period through June 30, 2016 and an addition of 40% grant funding award.

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

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

FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING

This document amends the original MOU between the Riverside Community College District and Victor Valley Community College District on behalf of San Bernardino Valley, which was signed by the Riverside Community College District on March 5, 2015.

The agreement is hereby amended as follows:

This Agreement, entered into January 05, 2015 between Riverside Community College District, hereinafter referred to as RCCD, whose address is 4800 Magnolia Avenue, Riverside, California, 92506, and Victor Valley Community College District hereinafter referred to as VICTOR VALLEY COLLEGE whose address is 18422 Bear Valley Road, Victorville, California, 92395 is effective to cover activities beginning January 05, 2015 and ending June 30, 2016. This Agreement is based on the CTE Enhancement Fund Agreement, Contract # 14-187-004, between RCCD and the California Community Colleges Chancellor's Office.

Paragraph 1 RCCD will allocate to VICTOR VALLEY COLLEGE, using the CTE Enhancement Fund (EF) awarded by the California Community Colleges Chancellor's Office, a total of \$252,910 designated as CTE EF 60% funds. RCCD will advance a payment \$101,164 upon execution of this agreement, receipt of a signed face sheet from the CCCC and project certification by the Regional Consortia. Additional CTE EF 60% funds up to \$126,455 may be requested at the time progress reports are submitted. RCCD will allocate to VICTOR VALLEY COLLEGE \$130,721 designated as CTE EF 40% funds. CTE EF 40% funds up to \$117,649 will be made available upon receipt of a signed amendment and a written request for payment. A final payment will be calculated based on the online Final Performance and Expenditure Report due June 30, 2016. If total expenditure of the 60% or 40% EF funds by June 30, 2016 is less than the advance payments, RCCD may invoice VICTOR VALLEY COLLEGE for the excess amount.

All other terms and conditions of the original agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date written below.

Riverside Community College District

Victor Valley Community College District

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

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

Aaron S. Brown  
Vice Chancellor,  
Business & Financial Services

Dr. Roger Wagner  
Superintendent/President

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

1  
2 INLAND EMPIRE/DESERT REGION  
3 MASTER AGREEMENT – CTE ENHANCEMENT FUND  
4 BETWEEN  
5 RIVERSIDE COMMUNITY COLLEGE DISTRICT  
6 AND  
7 VICTOR VALLEY COMMUNITY COLLEGE DISTRICT

8 This Agreement, entered into January 05, 2015 between Riverside Community College District,  
9 hereinafter referred to as RCCD, whose address is 4800 Magnolia Avenue, Riverside, California, 92506,  
10 and Victor Valley Community College District hereinafter referred to as VICTOR VALLEY COLLEGE whose  
11 address is 18422 Bear Valley Road, Victorville, California, 92395 is effective to cover activities beginning  
12 January 05, 2014 and ending March 31, 2016. This Agreement is based on the CTE Enhancement Fund  
13 Agreement, Contract # 14-187-004, between RCCD and the California Community Colleges Chancellor's  
14 Office.

15  
16 **RECITALS**

17  
18 WHEREAS Senate Bill 852, Budget Act of 2014 established the CTE Enhancement fund to provided funds  
19 on a one-time basis for community colleges to develop, enhance, retool and expand quality career  
20 technical education (CTE) offerings that build upon existing community college regional capacity to  
21 respond to regional labor market needs.

22  
23 WHEREAS, the RCCD has been designated as the Fiscal Agent for the CTE Enhancement Fund for the  
24 Inland Empire/Desert region and is responsible for distributing funds to each community college district  
25 within the region, following certification by the Regional Consortia that the courses and programs  
26 submitted to the districts and colleges for funding meet the criteria above.

27  
28 WHEREAS The Fiscal Agent Award Notice, and its Appendices, are attached to this Agreement as a  
29 reference.

30  
31 WHEREAS, RCCD is authorized by Section 53060 (see Appendix 14) of the California Government Code to  
32 contract with and employ any persons for the furnishing of special services and advice in financial,  
33 economic, accounting, engineering, legal or administrative matters, if such persons are specially trained  
34 and experienced and competent to perform the special services required; and

35  
36 WHEREAS, RCCD is in need of such special services and advice; and

37  
38 NOW, THEREFORE, in consideration of these mutual promises, the Parties agree as follows:

39  
40 1. RCCD will allocate to VICTOR VALLEY COLLEGE, using the CTE Enhancement Fund awarded by  
41 the California Community Colleges Chancellor's Office, a total of \$252,910. RCCD will advance a payment  
42 \$101,164 upon execution of this agreement, receipt of a signed face sheet from the CCCCCO and project  
43 certification by the Regional Consortia. Funding up to \$126,455 may be requested at the time progress  
44 reports are submitted. A final payment will be calculated based on the online Final Performance and  
45 Expenditure Report due March 31, 2016. If total expenditure of funds by that date is less than the  
46 advance payments, RCCD may invoice VICTOR VALLEY COLLEGE for the excess amount.  
47



1 2. VICTOR VALLEY COLLEGE agrees that funds will be used for CTE equipment, curriculum  
2 development, professional development, and other related costs necessary to develop, enhance, retool  
3 and expand quality CTE offerings as described in the Application documents submitted by VICTOR  
4 VALLEY COLLEGE and attached hereto as Exhibit A. As needed, the Application can be amended and  
5 modified to adjust the use of funds, with written agreement between the Parties. VICTOR VALLEY  
6 COLLEGE may not begin specified work without a fully-executed Agreement and purchase order issued by  
7 RCCD.

8  
9 3. Total payment to VICTOR VALLEY COLLEGE will not exceed \$252,910 over the term of this  
10 Agreement. Payment is contingent upon satisfactory performance as evidenced by quarterly narrative  
11 and financial reports including appropriate support documents. Although not required, VICTOR VALLEY  
12 COLLEGE agrees to document any secured industry match generated by this grant.

13  
14 4. PROGRESS REPORT

15  
16 VICTOR VALLEY COLLEGE will submit quarterly program progress reports beginning March 1, 2015 for all  
17 activities and expenditures and a final invoice and final online report by March 31, 2016. Reporting will  
18 follow a format provided by the California Community Colleges Chancellor's Office, and reports will be  
19 accompanied by all auditable financial documentation to support the claimed expenditure. VICTOR  
20 VALLEY COLLEGE will include in the final narrative report all match actually generated. The final  
21 narrative report should indicate the amount of investment in the project by partners, program income  
22 for services provided and matching resources contributed to funding the project by VICTOR VALLEY  
23 COLLEGE, other stakeholders or donors, especially industry partners.

24  
25 5. BUDGET CONCERNS

26  
27 If the state or federal budget for the current year and/or any subsequent years covered under this  
28 Agreement does not appropriate sufficient funds for the program, this Agreement shall have no force  
29 and effect. In this event, RCCD shall have no liability to pay any funds whatsoever to VICTOR VALLEY  
30 COLLEGE or to furnish any consideration under this Agreement and VICTOR VALLEY COLLEGE shall not be  
31 obligated to perform any provision of this Agreement. Any work performed by VICTOR VALLEY COLLEGE  
32 prior to approval of the state or federal budget, as applicable, will be rendered on a voluntary basis, and  
33 shall not be compensated unless and until funding is authorized.

34  
35 6. SUB-AGREEMENTS

36  
37 VICTOR VALLEY COLLEGE may not make any sub-agreements with third parties without written approval  
38 of RCCD and the State Chancellor's Office.

39  
40 7. AUDIT

41  
42 VICTOR VALLEY COLLEGE agrees that the RCCD, or its designated representative(s), shall have the right  
43 to review and to copy any records and supporting documentation pertaining to the performance of this  
44 Agreement. VICTOR VALLEY COLLEGE agrees to maintain such records for possible audit for a minimum  
45 of three (3) years after final payment or until any audit findings have been resolved, unless a longer  
46 period for records retention is stipulated. VICTOR VALLEY COLLEGE agrees to allow the auditor(s) access  
47 to such records during normal business hours and to allow interviews of any employees who might  
48 reasonably have information related to such records. VICTOR VALLEY COLLEGE agrees to include a

1 similar right to the State Chancellor's Office, the Bureau of State Audits, or any other appropriate state  
2 or federal oversight agency or their designated representative(s) to audit records and interview staff.

3  
4 **8. PRODUCTS AND DELIVERABLES**

5  
6 Any document or written report prepared by VICTOR VALLEY COLLEGE shall contain the Grant  
7 Agreement number and dollar amount of this Agreement.

8  
9 **9. TRAVEL**

10  
11 For travel necessary to the performance of this Agreement, VICTOR VALLEY COLLEGE travel and other  
12 expense reimbursement claims shall be governed by the travel policy and procedures adopted by  
13 VICTOR VALLEY COLLEGE's governing board. Travel and other expenses shall be limited to those  
14 necessary for the performance of this Agreement.

15  
16 **10. STANDARDS OF CONDUCT**

17  
18 VICTOR VALLEY COLLEGE shall disclose any employment or contractual relationships it may have with  
19 other colleges being served under a statewide or regional grant. Such relationships are prohibited and  
20 shall be promptly terminated, unless after being fully informed of the circumstances, RCCD and the  
21 Project Monitor (State Chancellor's Office) determines that the services being provided to the other  
22 college by VICTOR VALLEY COLLEGE are above and beyond or unrelated to those provided under the  
23 State grant.

24  
25 **11. INTELLECTUAL PROPERTY**

26  
27 a. VICTOR VALLEY COLLEGE agrees that any and all services rendered and documents or other  
28 materials, inventions, processes, machines, manufactures, or compositions of matter, and/or  
29 trademarks or servicemarks first created, developed or produced pursuant to this Agreement, by  
30 VICTOR VALLEY COLLEGE shall be and are Work for Hire. All rights, title, and interest in and to the work  
31 first developed under this Agreement shall be assigned and transferred to the Chancellor's Office. This  
32 Work for Hire agreement shall survive the expiration or early termination of this Agreement.

33  
34 b. The copyright for all materials first produced as a result of this Work for Hire agreement shall  
35 belong to the Chancellor's Office and VICTOR VALLEY COLLEGE shall assign all rights, title and interest  
36 thereto, to the Chancellor's Office. The Chancellor's Office shall acknowledge VICTOR VALLEY COLLEGE  
37 as the author of works produced pursuant to the Work for Hire Agreement on all publications of such  
38 work. The Chancellor's Office may license VICTOR VALLEY COLLEGE to reproduce and disseminate  
39 copies of such work provided the licensee agrees to permit infringement of the copyright by any  
40 person, to compensate the Chancellor's Office for any infringement which may occur, and to indemnify  
41 and hold harmless the Chancellor's Office for any and all claims arising out of or in connection with the  
42 licensing agreement. Said license shall include the right to create and use works derived from those  
43 created under this Agreement, even if such derivative works compete with other works created under  
44 this Agreement.

45  
46 All materials first developed in draft and in final form pursuant to this Agreement shall, in a  
47 prominent place, bear the © or the word "Copyright", or the abbreviation "Copr.", followed by the year  
48 created; and the words "Chancellor's Office, California Community Colleges." Acknowledgement may be

1 given to VICTOR VALLEY COLLEGE or the actual author(s) of the work in an appropriate manner  
2 elsewhere in the material. If it is deemed necessary by either the Chancellor's Office or RCCD that the  
3 copyright be registered with the U.S. Copyright Office, RCCD will be responsible for applying for, paying  
4 the filing fes for, and securing said copyright.

5  
6 c. All technical communications and records originated or first prepared by VICTOR VALLEY  
7 COLLEGE, if any, pursuant to this Work for Hire agreement, including papers, reports, charts, computer  
8 programs, and technical schematics and diagrams, and other documentation, but not including VICTOR  
9 VALLEY COLLEGE's administrative communications and records relating to this Agreement, shall be  
10 delivered to and shall become the exclusive property of the Chancellor's Office and may be copyrighted  
11 by the Chancellor's Office.

12  
13 d. If it is deemed necessary by either the Chancellor's Office or RCCD that a patent be obtained  
14 from the U.S. Patent and Trademark Office for any invention, process, machine, manufacture, or  
15 composition of matter, RCCD will be responsible for applying for, paying the filing fees for, and securing  
16 said patent. All patents for inventions, processes, machines, manufactures, or compositions of matter  
17 developed pursuant to this Agreement shall be issued to the "Chancellor's Office, California Community  
18 Colleges." All products and references to patents shall be marked and designated as such as required by  
19 law. Acknowledgment may be given to VICTOR VALLEY COLLEGE or the actual inventor(s) in an  
20 appropriate manner. The Chancellor's Office agrees to grant a nonexclusive license for such intellectual  
21 property to VICTOR VALLEY COLLEGE. Said license shall include the right to use the patent for  
22 inventions, processes, machines, manufactures, or compositions of matter derived from those created  
23 under this Agreement.

24  
25 e. All trademarks and servicemarks first created, developed or acquired pursuant to this  
26 Agreement shall be the property of the Chancellor's Office. If it is deemed necessary by either the  
27 Chancellor's Office or RCCD that a trademark or servicemark be registered with state or federal  
28 agencies, RCCD will be responsible for applying for, paying the filing fees for, and securing said  
29 protection. All trademarks and servicemarks obtained pursuant to this Agreement shall be issued to the  
30 "Chancellor's Office California Community Colleges" and carry the designations permitted or required by  
31 law. The Chancellor's Office agrees to grant a nonexclusive license for the use of trademarks or  
32 servicemarks created, developed or obtained under this Agreement to VICTOR VALLEY COLLEGE.

33  
34 f. In connection with any license granted pursuant to the preceding paragraphs, VICTOR VALLEY  
35 COLLEGE agrees not to permit infringement by any person, to compensate Chancellor's Office for any  
36 infringement which may occur, and to indemnify and hold harmless the Chancellor's Office for any and  
37 all claims arising out of or in connection with such license. VICTOR VALLEY COLLEGE may, with the  
38 permission of the Chancellor's Office, enter into a written sublicensing agreement subject to these same  
39 conditions.

40  
41 g. Any and all services rendered, materials, inventions, processes, machines, manufactures, or  
42 compositions of matter, and trademarks or service markes created, developed or produced pursuant to  
43 this Agreement are for and are the property of the Chancellor's Office. RCCD shall obtain an  
44 acknowledgement of the work for hire performed by VICTOR VALLEY COLLEGE if they produce  
45 intellectual property pursuant to this Agreement, and all rights, title, and interests in such property shall  
46 be assigned to the Chancellor's Office from VICTOR VALLEY COLLEGE. No unpaid volunteer or other  
47 person shall produce copyright materials under this Agreement without entering into a subcontract or

1 subgrant between such person(s) and VICTOR VALLEY COLLEGE giving the Chancellor's Office the  
2 foregoing rights in exchange for the payment of the sum of at least one dollar (\$1).

3  
4 **12. WORKERS' COMPENSATION**

5  
6 VICTOR VALLEY COLLEGE hereby warrants that it carries Workers' Compensation Insurance for all of its  
7 employees who will be engaged in the performance of this Agreement, or is self-insured in accordance  
8 with the provisions of Labor Code section 3700, and agrees to furnish to the RCCD satisfactory evidence  
9 thereof at any time the Project Director may request.

10  
11 **13. LAW GOVERNING**

12  
13 It is understood and agreed that this Grant shall be governed by the laws of the State of California both  
14 as to interpretation and performance.

15  
16 **14. PARTICIPATION IN GRANT-FUNDED ACTIVITIES**

17  
18 a. During the performance of this Agreement, VICTOR VALLEY COLLEGE shall ensure that no person  
19 is excluded from, denied the benefits of, or otherwise subjected to discrimination with respect to  
20 participation in any program or activity funded under this Agreement on the basis of ethnic group  
21 identification, national origin, religion, age, sex, race, color, ancestry, sexual orientation, or physical or  
22 mental disability.

23  
24 b. Programs funded by this Agreement should not be designed, administered, or advertised in a  
25 manner that discourages participation on any of the bases set forth above. Any informational,  
26 advertising, or promotional materials regarding such programs may not include any statements to the  
27 effect that a program is for, or designed for, students of a particular race, color, national origin, ethnicity  
28 or gender. In the event that mentoring or counseling services are provided with funding provided by  
29 this Agreement, students may not be paired with mentors or counselors based solely upon the race,  
30 color, national origin, ethnicity or gender of the students, mentors, or counselors.

31  
32 **15. DISCRIMINATION CLAUSE**

33  
34 a. During the performance of this Grant, VICTOR VALLEY COLLEGE shall not unlawfully  
35 discriminate, harass or allow harassment, against any employee or applicant for employment because of  
36 sex, race, color, ancestry, religion, creed, national origin, physical disability (including HIV and AIDS),  
37 mental disability, medical condition (cancer and genetic characteristics), age (over 40), marital status,  
38 denial of family care leave, sexual orientation, political affiliation, or position in a labor dispute. VICTOR  
39 VALLEY COLLEGE shall insure that the evaluation and treatment of their employees and applicants for  
40 employment are free from such discrimination and harassment.

41  
42 b. VICTOR VALLEY COLLEGE shall comply with the provisions of the Fair Employment and Housing  
43 Act (Gov. Code, §§ 12900 et seq.) and the applicable regulations promulgated thereunder (Cal. Code  
44 Regs., tit. 2, §§ 7285 et seq.). The applicable regulations of the Fair Employment and Housing  
45 Commission implementing Government Code section 12990 (a-f), set forth in chapter 5 of division 4 of  
46 title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made  
47 a part hereof as if set forth in full.

1 c. VICTOR VALLEY COLLEGE shall also comply with the provisions of Government Code sections  
2 11135-11139.8, and the regulations promulgated thereunder by the Board of Governors of the  
3 California Community Colleges (Cal. Code Regs., tit. 5, §§ 59300 et seq.)  
4

5 d. VICTOR VALLEY COLLEGE shall give written notice of their obligations under this clause to labor  
6 organizations with which they have a collective bargaining or other agreement.  
7

8 **16. ACCESSIBILITY FOR PERSONS WITH DISABILITIES**  
9

10 a. By signing this Agreement, VICTOR VALLEY COLLEGE assures RCCD that it complies with the  
11 Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. §§ 12101 et seq.), which prohibits  
12 discrimination on the basis of disability, as well as all applicable regulations and guidelines issued  
13 pursuant to the ADA.  
14

15 b. VICTOR VALLEY COLLEGE shall, upon request by any person, make any materials produced with  
16 funds under this agreement available in Braille, large print, electronic text, or other appropriate  
17 alternate format. VICTOR VALLEY COLLEGE shall establish policies and procedures to respond to such  
18 requests in a timely manner.  
19

20 c. All data processing, telecommunications, and/or electronic and information technology  
21 (including software, equipment, or other resources) developed, procured, or maintained by VICTOR  
22 VALLEY COLLEGE, whether purchased, leased or provided under some other arrangement for use in  
23 connection with this Agreement, shall comply with the regulations implementing Section 508 of the  
24 Rehabilitation Act of 1973, as amended, set forth at 36 Code of Federal Regulations, part 1194.  
25

26 d. Design of computer or web-based instructional materials shall conform to guidelines of the Web  
27 Access Initiative (see <http://www.w3.org/TR/WAI-WEBCONTENT/>) or similar guidelines developed by  
28 the Chancellor's Office.  
29

30 e. VICTOR VALLEY COLLEGE shall respond to and resolve any complaints regarding accessibility of  
31 its products and services as required by this section. If such complaints are not informally resolved, they  
32 shall be treated and processed as complaints of discrimination based on disability pursuant to California  
33 Code of Regulations, title 5, sections 59300 et seq.  
34

35 f. VICTOR VALLEY COLLEGE shall indemnify, defend, and hold harmless the Chancellor's Office, its  
36 officers, agents, and employees, from any and all claims by any person resulting from the failure to  
37 comply with the requirements of this section.  
38

39 **17. INDEMNIFICATION**  
40

41 The parties mutually agree to indemnify, defend and save harmless each other, their trustees, officers,  
42 agents and employees from any and all claims or losses accruing or resulting to any and all employees,  
43 subcontractors, suppliers, laborers and any other person, firm or corporation furnishing or supplying  
44 work, services, materials or supplies in connection with performance of this Agreement for the active  
45 negligence and willful acts or omissions of their trustees, officers, agents and employees.  
46

47 **18. INDEPENDENT STATUS**  
48

1 VICTOR VALLEY COLLEGE, and the agents and employees of VICTOR VALLEY COLLEGE, in the  
2 performance of this Agreement, shall act in an independent capacity and not as officers or employees or  
3 agents of RCCD.  
4

5 **19. AGREEMENT IS COMPLETE**  
6

7 No amendment, alteration or variation of the terms of this Agreement shall be valid unless made in  
8 writing, signed by the parties, and approved as required. No oral understanding or agreement not  
9 incorporated in this Agreement is binding on any of the parties.  
10

11 **17. TERMINATION**  
12

13 Either party may terminate this Agreement, without cause, with thirty (30) days written notice to the  
14 other party.

15 **The remainder of the page left intentionally blank**  
16

1 **Signature Authorization Page**

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18

Riverside Community College District




Aaron Brown  
Vice Chancellor  
Business and Financial Services

3-5-15

Date

Victor Valley Community College District



Dr. Roger Wagner  
Superintendent/President

12/17/2014

Date





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

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

**TOPIC:** CONTRACT CSPP-5397, CONTRACTOR CERTIFICATION CLAUSES (CCC-307) AND RESOLUTION

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

**RECOMMENDED BY:** Peter Maphumulo 

**APPROVED BY:** Roger W. Wagner 

**Description/Background:**

The District desires to ratify the California Department of Education Child Care Contract CSPP-5397 for 2015-2016, Contractor Certification Clauses (CCC-307), and adopt the resolution certifying the approval of the Governing Board to enter in this transaction with the California Department of Education.

**Need:**

N/A

**Fiscal Impact:**

Maximum reimbursable amount - \$123,015

**Recommended Action:**

It is recommended by the Superintendent/President that Board of Trustees ratify the California Department of Education Child Care Contract CSPP-5397 for FY 2015-2016 Contractor Certification Clauses 307 and adopt the resolution certifying the approval of the Governing Board to enter in this transaction with the California Department of Education.

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

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



**CALIFORNIA DEPARTMENT OF EDUCATION**

1430 N Street

Sacramento, CA 95814-5901

**F.Y. 15 - 16**

DATE: July 01, 2015

CONTRACT NUMBER: CSPP-5397

PROGRAM TYPE: CALIFORNIA STATE  
PRESCHOOL PROGRAM

PROJECT NUMBER: 36-6792-00-5

**LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES**

**CONTRACTOR'S NAME: VICTOR VALLEY COMMUNITY COLLEGE DISTRICT**

This Agreement is entered into between the State Agency and the Contractor named above. The Contractor agrees to comply with the terms and conditions of the CURRENT APPLICATION; the GENERAL TERMS AND CONDITIONS (GTC-610)\*; the STATE PRESCHOOL PROGRAM REQUIREMENTS\*; the FUNDING TERMS AND CONDITIONS (FT&C)\* and any subsequent changes to the FT&C\*, which are by this reference made a part of this Agreement.

Funding of this Agreement is contingent upon appropriation and availability of sufficient funds. This Agreement may be terminated immediately by the State if funds are not appropriated or available in amounts sufficient to fund the State's obligations under this Agreement.

The period of performance for this Agreement is July 01, 2015 through June 30, 2016. For satisfactory performance of the required services, the Contractor shall be reimbursed in accordance with the Determination of Reimbursable Amount Section of the FT&C, at a rate not to exceed \$36.10 per child per day of full-time enrollment and a Maximum Reimbursable Amount (MRA) of \$123,015.00.

**SERVICE REQUIREMENTS**

Minimum Child Days of Enrollment (CDE) Requirement 3,408.0  
Minimum Days of Operation (MDO) Requirement 180

Any provision of this Agreement found to be in violation of Federal and State statute or regulation shall be invalid, but such a finding shall not affect the remaining provisions of this Agreement.

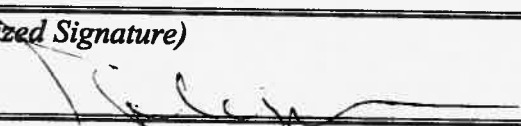
Items shown with an Asterisk (\*), are hereby incorporated by this reference and made part of this Agreement as if attached hereto. These documents can be viewed at <http://www.cde.ca.gov/fg/aa/cd/ftc2015.asp>.

<b>STATE OF CALIFORNIA</b>		<b>CONTRACTOR</b>			
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)			
PRINTED NAME OF PERSON SIGNING Sueshil Chandra, Manager		PRINTED NAME AND TITLE OF PERSON SIGNING Roger W. Wagner Superintendent/President			
TITLE Contracts, Purchasing and Conference Services		ADDRESS 18422 Bear Valley Rd. Victorville, CA 92395			
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 123,015	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE General		
	(OPTIONAL USE) 0656 23038-6792		Department of General Services use only		
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0	ITEM 30.10.010. 6110-196-0001	CHAPTER B/A	STATUTE 2015	FISCAL YEAR 2015-2016	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 123,015	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590				
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.			T.B.A. NO.	B.R. NO.	
SIGNATURE OF ACCOUNTING OFFICER			DATE		

CCC-307

**CERTIFICATION**

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i> Victor Valley Community College District		<i>Federal ID Number</i> 95-6006576
<i>By (Authorized Signature)</i> 		
<i>Printed Name and Title of Person Signing</i> Dr. Roger Wagner- Superintendent/President		
<i>Date Executed</i> 6/23/15	<i>Executed in the County of</i> San Bernardino	

PM

**CONTRACTOR CERTIFICATION CLAUSES**

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the

certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

**3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:** Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

**4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT:** Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

**5. EXPATRIATE CORPORATIONS:** Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

**6. SWEATFREE CODE OF CONDUCT:**

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations,

or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. **DOMESTIC PARTNERS:** For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

### **DOING BUSINESS WITH THE STATE OF CALIFORNIA**

The following laws apply to persons or entities doing business with the State of California.

1. **CONFLICT OF INTEREST:** Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

**Current State Employees (Pub. Contract Code §10410):**

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

**Former State Employees (Pub. Contract Code §10411):**

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

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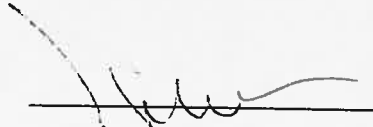

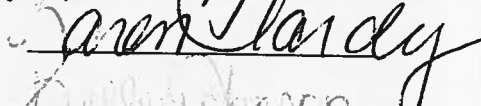

## RESOLUTION

This resolution must be adopted in order to certify the approval of the Governing Board to enter into this transaction with the California Department of Education for the purpose of providing child care and development services and to authorize the designated personnel to sign contract documents for Fiscal Year 2015/16.

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### RESOLUTION

BE IT RESOLVED that the Governing Board of Victor Valley Community College District authorizes entering into local agreement number CSPP – 5397 and that the persons who are listed below, are authorized to sign the transaction for the Governing Board.

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

PASSED AND ADOPTED THIS 14th day of July, 2015, by the Governing Board of Victor Valley Community College District of San Bernardino County, California.

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

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(Clerk's signature)

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(Date)





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

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

**TOPIC:** STUDENT INSURANCE RENEWAL

**SUBMITTED BY:** Deedee Orta, Administrative Services

**RECOMMENDED BY:** Deedee Orta *Deedee Orta*

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

**Description/Background:**

The District wishes to renew its contract with Student Insurance to provide student accident insurance coverage for Victor Valley Community College students during fiscal year 2015-16. Our experience with this vendor is that they meet the needs of both the athletic program and the general student population in a cost-efficient manner with excellent customer service.

The rates have decreased for the 2015-16 fiscal year.

	<u>2014-15</u>	<u>2015-16</u>
Basic Coverage	\$ 143,544	\$ 142,127
Student Catastrophic Coverage	\$ 6,540	\$ 6,540
Athletic Super Catastrophic Coverage	\$ 2,580	\$ 2,580
Estimated Annual Premium	<u>\$ 152,664</u>	<u>\$ 151,247</u>

**Need:** N/A

**Fiscal Impact:**

\$ 151,247.00 Budgeted item from Fund 01

**Recommended Action:**

It is recommended that the Board of Trustees approve to renew the policy with Student Insurance to provide student accident insurance for Victor Valley Community College during fiscal year 2015-16.

**Legal Review:** YES  NOT APPLICABLE

**Reference for Agenda:** YES  NO

**Southern California Office**  
 10801 National Blvd., Suite 603  
 Los Angeles, CA 90064  
 (310) 826-5688  
 (310) 826-1601 Fax

951 St. Andrews Drive  
 Upland, CA 91786  
 (800) 367-5830

www.studentinsuranceusa.com

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

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



Since 1950

e-mail: info@studentinsuranceusa.com

**CERTIFICATE OF INSURANCE BINDER: 2015-2016**

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

**CONTACT:** Ms. DeeDee Orta  
 760-245-4271

**BASIC COVERAGE:** 1 Year Incurring Period  
**COMPANY:** ANTHEM Blue Cross – Plan B  
**TYPE/COVERAGE:** Students/Intercollegiate Athletes  
**PREMIUM:** \$142,127.00

**POLICY NO.** 1157QZ  
**EFFECTIVE DATE:**  
 8/01/15-8/01/16

\*Additional Rider Premium to Add the academy for the Expanded Medical Benefits on the 'Basic Policy only' \$9,054.00

**SUPER CATASTROPHIC COVERAGE:** Intercollegiate Athletes  
**COMPANY:** AIG  
**COVERAGE LIMITS:** \$1,000,000.00  
**EFFECTIVE DATE:** 8/01/15-8/01/16

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

**CATASTROPHIC COVERAGE:** Students Only  
**COMPANY:** AIG  
**COVERAGE LIMITS:** \$1,000,000.00  
**EFFECTIVE DATE:** 8/01/15-8/01/16

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

**BASIC COVERAGE LIMITS**

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

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

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

Non-Duplication of Benefits Exercised on ALL CLAIMS.

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



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

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

**TOPIC:** AWARD CONTRACT – LOWER CAMPUS STREET REPAIRS

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

**RECOMMENDED BY:** Steve Garcia *Steve R. Garcia*

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

**Description/Background:**

Bids for F-320, Lower Campus Street Repairs, were opened on June 10, 2015. Three (3) bids were received as follows:

Contractor name: Cooley Construction, Inc.	\$338,833.
Contractor name: Premier Paving, Inc.	\$393,270.
Contractor name: Vance Corporation	\$352,833.

Cooley Construction, Inc. was the lowest responsive bidder. The bids have been thoroughly reviewed by the Director of Facilities Construction. Cooley Construction, Inc. is licensed in California and their bonding company is authorized to conduct business in California.

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

**Need:**

Street repairs and parking lot upgrades are needed on the VVC Campus. The contract is necessary for replacement and repair of campus streets and parking lots that have exceeded useful life.

**Fiscal Impact:**

\$338,833. - Fund 71

**Recommended Action:**

It is recommended that the Board of Trustees award the contract to Cooley Construction, Inc. in the amount of \$338,833. for the Lower Campus Street Repair project.

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

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



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

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

**TOPIC:** AWARD CONTRACT – CENTER FOR INSTITUTIONAL EFFECTIVENESS

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

**RECOMMENDED BY:** Steve Garcia *Steve Garcia*

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

**Description/Background:**

Bids for F-330, Center for Institutional Effectiveness, were opened on June 16, 2015. Two (2) bids were received as follows:

Contractor name: St. George Construction	\$152,000.
Contractor name: Jergensen Construction	\$361,000.

St. George Construction was the lowest responsive bidder. The bids have been thoroughly reviewed by the Director of Facilities Construction and the project architect. St. George Construction is licensed in California and their bonding company is authorized to do business in California.

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

**Need:**

The Center for Institutional Effectiveness will be a valuable faculty and staff training facility equipped with smart classroom technologies. The project will be constructed in Building #10 and consist of the training room with adjoining conference room and office area. This project also compliments documentation provided to the ACCJC in providing this service to the faculty and staff.

**Fiscal Impact:**

\$152,000.00 - Fund 71

**Recommended Action:**

It is recommended that the Board of Trustees award the contract to St. George Construction in the amount of \$152,000.00 for the Center for Institutional Effectiveness project.

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

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





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

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

**TOPIC:** RESOLUTION # <sup>15-08</sup> \_\_\_ - SUPPORT OF PROPOSITION 30

**SUBMITTED BY:** Karen Hardy

**RECOMMENDED BY:** Karen Hardy *Karen Hardy*

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

**Description/Background:**

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

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

**Need:**

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

**Fiscal Impact:**

Required for current entitlements for EPA revenue.

**Recommended Action:**

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

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

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

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT

RESOLUTION NO. 15-08

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**NOW THEREFORE, BE IT RESOLVED that:**

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

**PASSED AND ADOPTED** by the Governing Board on \_\_\_\_\_ 2015, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**STATE OF CALIFORNIA )**

**) ss**

**COUNTY OF SAN BERNARDINO )**

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

**WITNESSED my hand this \_\_\_\_\_ day of \_\_\_\_\_, 2015.**

\_\_\_\_\_  
**Clerk/Secretary of the Governing Board**



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

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

**TOPIC:** AGREEMENT – 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 enter into an agreement with Vector USA, Inc. for hourly technical services needed to support campus network infrastructure. (Item # IN 101, on the Campus Technology Projects list).

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

**Need:**

This is needed to provide technical services for Victor Valley Community College District for network systems and infrastructure support. This is due to temporary limitation of resources available at VVCC District.

**Fiscal Impact:**

Not to exceed \$74,500.00 – Budgeted Item

**Recommended Action:**

It is recommended that the Board of Trustees approve the agreement between Victor Valley College and Vector USA, Inc. in total not to exceed amount of \$74,500.00.

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

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

**Assignment:** This Agreement may not be assigned by either the Customer or VectorUSA without the prior written consent of the other party. Except for the prohibition on assignment

contained in the preceding sentence, this Agreement shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties hereto.

**AGREEMENT**

By signing below, both the Customer and VectorUSA acknowledge that they have read, understood and agree to be bound by the terms and conditions of this agreement, and that the persons signing are duly authorized to do so. Facsimile and scanned signatures shall be considered the same as original signatures. Accepted and Approved for:

VectorUSA  
3530 Voyager Street  
Torrance, CA 90503

Victor Valley College  
18422 Bear Valley Road  
Victorville, CA 92395

By:

By: **Roger W. Wagner**  
**Superintendent/President**  
**Victor Valley College**

Patrick Luce

\_\_\_\_\_  
(Printed Name)

Director of Consultative Services

\_\_\_\_\_  
(Printed Title)

July 3, 2015

\_\_\_\_\_  
(Printed Date)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)



***Proposal and Customer Agreement for  
Hourly Technical Services***

***Victor Valley College***

***Prepared for:***

***Frank Smith***

***18422 Bear Valley Road***

***Victorville, CA 92395***

***July 3, 2015***

July 3, 2015

Frank Smith

Victor Valley College  
18422 Bear Valley Road  
Victorville, CA 92395

Dear Frank,

VectorUSA would like to extend our appreciation to Victor Valley College for the opportunity to provide technical support services on a Time and Materials (hourly) basis. Per your request, this Proposal provides services from July 6, 2015 through June 30, 2016 on a Time and Materials basis at a total cost not to exceed \$73,500.

We look forward to reviewing our proposal with you at your earliest convenience. In the meantime, please contact me with any questions or concerns you may have. On behalf of VectorUSA, thank you for your consideration.

Sincerely,

Skyler Peterson  
Regional Sales Manager  
VectorUSA  
[speterson@vectorusa.com](mailto:speterson@vectorusa.com)  
(909) 303-7739



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## Customer Agreement for Hourly Technical Services

### INTRODUCTION

Vector Resources, Inc. dba VectorUSA will provide Victor Valley College (VVC) with Professional Information Systems (IS) Services on an hourly basis to your organization. Professional Service hours may be used for services that include but are not limited to:

- System Administration (Microsoft SQL, SharePoint, Exchange, etc.)
- Microsoft SQL Database Administration
- Network Administration, including firewalls, routing, switching, wireless and VoIP
- Video Systems Administration, including surveillance and conferencing technologies
- Additional services to be agreed upon mutually by VVC & VectorUSA as applicable

In order to assure that both “we” (“VectorUSA”) and “you” (“the Customer”) have a complete understanding of all services that are included, VectorUSA and the Customer will be bound by the following terms of service, hereafter referred to as the “Agreement.”

This Agreement forms a legally binding contract between VectorUSA and the Customer. Should you have any questions about any portion of the Agreement, please do not hesitate to contact VectorUSA prior to signing.

## **VectorUSA: Background Information**

VectorUSA designs, implements and maintains unified voice, video and data networks. Founded in 1988, VectorUSA is today one of the nation's premiere network integration companies. VectorUSA is based in Torrance, CA with offices in San Diego, Rancho Cucamonga, Phoenix, Lancaster, PA, and Charlotte, NC. Widely recognized for our engineering capabilities and management excellence, VectorUSA's team consists of the three founding partners and over 400 employees, including engineers, technical personnel, business development and customer service agents.

VectorUSA's certifications and partnerships make us a full-service solution provider. The technical staff employed by VectorUSA have completed a number of technical certifications and maintain their knowledge base through continuing education. Our business partners include Microsoft, EMC, VMWare, Cisco, HP, OnSSI, and other world class IT and integration solution vendors.

VectorUSA has an extensive background serving clients in a wide variety of industries. Our involvement includes technology infrastructure consulting, facility upgrades, implementation of voice/data communication solutions and ongoing support for a wide variety of technology-based systems. Our diverse client base includes major hospitals and medical research centers, multinational shipping and logistics companies, schools and universities, and numerous government and local service agencies.

Client references that reflect the breadth of our abilities to provide services included in this Agreement may be provided upon request.

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**SERVICES INCLUDED IN THIS AGREEMENT**

VectorUSA will provide the following services to the Customer under this Agreement:

- 24x7x365 access to VectorUSA's Network Operations Centers (NOCs)
- Hourly services from VectorUSA technical specialists for network and systems consulting, design, configuration and maintenance

A description of these services is provided below.

**24x7x365 Access to VectorUSA's Network Operations Centers**

VectorUSA will provide the Customer with telephone and email access to our Network Operations Centers (NOCs) 24 hours per day, seven days per week to request technical assistance. VectorUSA's NOCs may be reached:

By phone at (855) 895-6845

By email at [NOC@vectorusa.com](mailto:NOC@vectorusa.com)

The Network Operations Center may assist in scheduling routine requests for assistance and answering any questions regarding services covered under this Agreement.

**Hourly services from VectorUSA Technical Specialists**

VectorUSA will provide the Customer with technical service expertise for each of the number of hours specified in the "Hourly Technical Services" section of this Agreement. When VectorUSA's Network Operations Center is contacted by the Customer with a request for service, the VectorUSA Network Operations Center will schedule an onsite visit or remote assistance appointment as required within one business day (the Customer request must be made by 3:00 Pacific Time for next business day response). Minimum billed service appointments are:

- Remote Assistance Service Appointment: 30 Minute Minimum
- Onsite service appointment: 8 Hour Minimum

Non-emergency service requests will be performed Monday through Friday between the hours of 7:00 AM and 5:00 PM.

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The Customer may request emergency services outside of Normal Business Hours to respond to critical network issues. Emergency services rendered via remote assistance or onsite assistance outside of Normal Business Hours will be deducted at 1.5 times the hours required to resolve the customer issue. (For example, one hour of emergency services will be billed as 1.5 hours). Emergency services rendered via remote assistance or onsite assistance on a Federal Holiday<sup>1</sup> will be deducted at 2.0 times the hours required to resolve the customer issue. Non-emergency services performed after Normal Business Hours that are scheduled with the VectorUSA Service Center a minimum of two business days in advance (exclusive Federal holidays) shall be billed at standard rates as defined in this Agreement.

VectorUSA will provide the Customer with a monthly report that includes all requests for services, number of hours used, the problem statement and resolution for each request, the service time used and the balance of hours remaining. VectorUSA will also provide professional services will be provided on a "Time and Materials" basis at the rates shown below.

(This Section Intentionally Left Blank)

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<sup>1</sup> Federal Holidays include New Year's Day, Martin Luther King, Jr. Day, Washington's (President's) Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, and Christmas Day.

***Additional Services Included in this Agreement***

**Service Assignments through Customer Ticket Management System**

VectorUSA's NOC will monitor Customer's "Livetime" ticket management system via email during normal business hours (M-F, 7:00 AM to 5:00 PM) for work assignments. The NOC will assign local and/or remote resources as required to fulfill work assignments issued through the Livetime system.

**Monthly Cost Reporting**

VectorUSA will provide a monthly cost report to Customer to monitor expenditures. The report will include an estimate of the date (if applicable) when 80% or more of the estimated Agreement total will be expended.

**AGREEMENT CONTACTS INFORMATION, DURATION AND COST**

This Agreement shall commence on the date stated and continue for the period set forth below. All services will be provided on a "Time and Materials" basis. Services will be invoiced at the end of each service period and are payable NET 30.

<b>VectorUSA Hourly Technical Services Agreement Summary</b>			
<b>AGREEMENT INFORMATION</b>		<b>BILLING INFORMATION</b>	
<b>CUSTOMER:</b>		<b>BILL TO:</b>	
	Victor Valley College		Victor Valley College
	18422 Bear Valley Road		18422 Bear Valley Road
	Victorville, CA 92395		Victorville, CA 92395
<b>Primary Contact:</b>	Frank Smith (760) 245-4271 x 2314 <a href="mailto:smithf@vvc.edu">smithf@vvc.edu</a>	<b>Billing Contact:</b>	Frank Smith (760) 245-4271 x 2314 <a href="mailto:smithf@vvc.edu">smithf@vvc.edu</a>
<b>Effective Date:</b>	7/6/2015	<b>Billing Cycle:</b>	Monthly
<b>Expiration Date:</b>	6/30/2016	<b>Total Amount:</b>	Time and Materials
		<b>Monthly Fee</b>	N/A
<b>AE:</b>	Skyler Peterson		
<b>AGREEMENT PRICING (ESTIMATED)</b>			
<b>Service Description</b>			<b>Price</b>
Time and Materials, NOT TO EXCEED			\$73,500.00

<b>"TIME AND MATERIALS" RATES</b>	
<b>RESOURCE</b>	<b>RATE</b>
System Administrator (Onsite)	\$147.00/Hour
System Administrator (Remote)	\$122.00/Hour
Network Engineer (Onsite)	\$147.00/Hour
Network Engineer (Remote)	\$122.00/Hour
Senior Network Engineer (Onsite)	\$190.00/Hour
Senior Network Engineer (Remote)	\$165.00/Hour
NOC Analyst (Remote)	\$107.00/Hour
Network Administrator (Onsite)	\$132.00/Hour
Network Administrator (Remote)	\$107.00/Hour
Desktop Analyst (Onsite)	\$132.00/Hour
Desktop Analyst (Remote)	\$107.00/Hour
Database Administrator (Onsite)	\$153.00/Hour
Database Administrator (Remote)	\$128.00/Hour
Senior Database Administrator (Onsite)	\$185.00/Hour
Senior Database Administrator (Remote)	\$160.00/Hour
Any requests for materials quoted and provided by VectorUSA at Customer's request will be executed only upon written orders from the Customer, and will be billed separately under the payment terms of the Agreement. Our workers are fully covered by Workman's Compensation Insurance.	



## AGREEMENT TERMS AND CONDITIONS

The following terms and conditions are incorporated into this Agreement made between VectorUSA and the Customer. These terms and conditions cover only the services described in this Agreement for the period of time stated in the Agreement.

**Scope of Services:** VectorUSA agrees to provide hourly support services stated in this Agreement. VectorUSA does not warrant that the operation of Customer equipment shall be uninterrupted. The services to be supplied by VectorUSA for the total charge set forth on this Agreement shall consist of personnel services required to respond appropriately to Customer incidents and issues, and requests for additional professional services and materials as required.

Charges for materials and services outside the scope of this Agreement but still required to resolve Customer requests shall be due and payable upon receipt of an invoice after the completion of the installation, repair or other service.

**Service Times:** Support services will be performed during the hours as stated in the Agreement.

**Payment and Termination:** Payment is to be made according to the terms stated in the Agreement. Payment terms allowing Customer to pay the costs of this Agreement in more than one payment over the course of the term of this Agreement does not alter the terms of this Agreement. VectorUSA may deem this contract in default and immediately terminate it if the payment is delinquent in excess of thirty (30) days. If customer is in default in the payment of the Agreement charge(s) and fails to cure such default within ten (10) days after receiving written notification of such default, the Customer agrees to pay a reasonable Attorney's Fee in the event the amount in default is placed in the hands of an Attorney for collection.

**Time and Material Billing:** Rates for services not included in this Agreement will be billed against

the Time and Materials rate schedule outlined in this Agreement.

**Access:** Customer agrees to allow VectorUSA employees or subcontractors access to its facilities in order to perform services under this Agreement. Customer agrees to allow VectorUSA access to the covered Equipment.

**Limited Warranty:** VectorUSA warrants to the Customer that the material, analysis, data, programs and services to be delivered or rendered hereunder will be of the kind and quality designated and will be performed by qualified personnel. VECTOR USA MAKES NO OTHER WARRANTIES, WHETHER WRITTEN, ORAL, OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**Limitation of Liability:** The Customer agrees that VectorUSA will not be liable for any special, incidental, indirect, or consequential damages hereunder, including but not limited to the loss of profit, or liability to third parties, however caused, whether by the act or negligence of VectorUSA or otherwise. It is recognized that Customer equipment contains memories or other devices which have accumulated substantial data. In no event shall VectorUSA be liable to the Customer if any such data is lost or rendered inaccurate, regardless of the cause of any such loss or inaccuracy.

VectorUSA's liability on any claim of loss or liability, arising out of or connected with this Agreement (including, but not limited to, loss or liability arising from VectorUSA's breach of contract of any alleged act or negligence of VectorUSA) shall in no case exceed the total purchase price of services covered under this Agreement. In no event shall VectorUSA's liability for any services under this Agreement exceed \$25,000.

In no event shall either VectorUSA or the Customer be liable to the other for any indirect, special, punitive, exemplary, incidental or



consequential damages (including, but not limited to, lost profits, lost business opportunities, or loss of use or equipment down time, and loss of or corruption to data) arising out of or relating to any portion of this Agreement, regardless of the legal theory under which such damages are sought, and even if VectorUSA has been advised on the possibility of such damages or loss.

**Excusable Delays:** VectorUSA shall not be liable for any failure or delay in furnishing maintenance or spare parts hereunder resulting from fire, explosion, flood, storm, Act of God, governmental acts, orders or regulations, hostilities, civil disturbances, strikes, labor difficulties, difficulty in obtaining parts, supplies, or shipping facilities, inability to obtain or delays in obtaining suitable material or facilities required for performance, temporary unavailability of qualified personnel, failure by Customer to provide full and appropriate access to the covered Equipment, or other causes beyond VectorUSA's reasonable control.

**Exclusions:** THIS AGREEMENT DOES NOT INCLUDE THE REPAIR OR REPLACEMENT OF ANY HARDWARE PRODUCT, OR ANY SOFTWARE LICENSING EXCEPT SOFTWARE INSTALLED AND USED EXCLUSIVELY BY VECTOR TO PROVIDE MONITORING AND REPORTING SERVICES. Charges for the above will be on a Time and Materials basis. The Customer is advised to maintain hardware warranties on covered equipment at their own discretion and expense.

**Software and Operating System Errors:** This Agreement is limited to the services listed above. It is the responsibility of the Customer to ensure that all of its files are adequately backed up and that all necessary materials are available, including manufacturer recovery media for software and other software to be reloaded. In no way is VectorUSA liable for defects or "bugs" in software, or for correcting errors introduced into the data, programs, or any other software due to hardware failure, or for any cost of reconstructing software or lost data.

**Indemnification:** The Customer agrees to defend, indemnify and hold harmless VECTORUSA, its vendors, and their respective directors, officers, employees and agents from and against all claims and expenses, including attorneys' fees, arising out of the Customer's use of the services in this Agreement.

Neither VectorUSA nor Customer shall, directly or indirectly, solicit, recruit or hire any Customer or VectorUSA personnel, whether or not such personnel performed work for the Customer, during the term of this agreement and for a period of one (1) year after the termination of this agreement.

The provisions of this Section shall survive the termination or expiration of the Agreement.

**Applicable Law:** This Agreement shall be governed by the laws of the State of California. It constitutes the entire Agreement between the Customer and VectorUSA. Its terms and conditions shall prevail should there be any variance with the terms and conditions of any service request submitted by the Customer under this Agreement.

**Scope of Agreement:** If the scope of any of the provisions of the Agreement is too broad in any respect whatsoever to permit enforcement to its full extent, then such provisions shall be enforced to the maximum extent permitted by law, and both the Customer and Vector hereto consent and agree that such scope may be judicially modified accordingly and that the whole of such provisions of this Agreement shall not hereby fail, but that the scope of such provisions shall be curtailed only to the extent necessary to conform to the law.

**Modification or Amendment:** If VectorUSA finds it necessary to modify the terms of this Agreement, the Customer will be provided written notice thereof at least sixty days in writing prior to the modification taking effect. Customer's continued use of the services in this Agreement after the modification takes effect constitutes acceptance of the modified Agreement.



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

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

**TOPIC:** Management Appointment, Instructional Dean, HAAS  
**SUBMITTED BY:** Trinda Best  
**RECOMMENDED BY:** Trinda Best *Trinda Best*  
**APPROVED BY:** Roger W. Wagner *[Signature]*

**Description/Background:**

beginning has been recommended to fill the position of Instructional Dean, HAAS through

**PLACE HOLDER**

**Need:**

Position is needed to fill the existing vacancy

**Fiscal Impact:** Range 20 Step on the Management Salary Schedule, \$ /month plus benefits. Budgeted.

**Recommended Action:**

It is recommended that the Board of Trustees approve the appointment as listed

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

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



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

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

**TOPIC:** Management Appointment, Associate Dean of Student Equity and Success

**SUBMITTED BY:** Trinda Best

**RECOMMENDED BY:** Trinda Best Trinda Best

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

**Description/Background:**

\_\_\_\_\_ has been recommended to fill the position of Associate Dean of Student Equity and Success beginning \_\_\_\_\_ through \_\_\_\_\_

**PLACE HOLDER**

**Need:**

Position is needed to fill the existing vacancy

**Fiscal Impact:** Range 18 Step on the Management Salary Schedule, \$ \_\_\_\_\_ /month plus benefits. Budgeted.

**Recommended Action:**

It is recommended that the Board of Trustees approve the appointment as listed

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

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



VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES  
AGENDA ITEM

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

TOPIC: Management Appointment, Director, Special Grant Programs

SUBMITTED BY: Trinda Best

RECOMMENDED BY: Trinda Best Trinda Best

APPROVED BY: Roger W. Wagner Roger W. Wagner

Description/Background:

has been recommended to fill the position of Director, Special Grant Programs  
beginning through

PLACE HOLDER

Need:

Position is needed to fill the existing vacancy

Fiscal Impact: Range 18 Step on the Management Salary Schedule, \$ /month plus benefits.  
Budgeted.

Recommended Action:

It is recommended that the Board of Trustees approve the appointment as listed

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

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





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

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

**TOPIC:** MUTUAL REOPENER(S) – VICTOR VALLEY COLLEGE FACULTY ASSOCIATION AND VICTOR VALLEY COMMUNITY COLLEGE DISTRICT

**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 mutual re-openers for the District and VVCFA. Re-opener bargaining proposals is the first step in the process of collective bargaining. Both the District's and the VVCFA's mutual 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 August 11, 2015.

**Need:**

Government Code Section(s) 3540 and 3547, requires that before and 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 the intent to mutually reopen negotiations on four (4) articles by both the District and the VVCFA

It is also recommended that the Board announce the availability of the District's and the VVFA's mutual reopener bargaining proposals in the Human Resources Office for public view.

It is further recommended that the Board announce a public hearing on the District's and the VVFA's mutual reopener bargaining proposals to be scheduled at the August 11, 2015 Board of Trustees meeting.

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

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

**Mutual Sunshine List from the Victor Valley College Faculty  
Association/CTA/CCA/ NEA Chapter 1169 and the  
Victor Valley Community College District  
July 14, 2015**

This mutual sunshine list is submitted by the Victor Valley College Faculty Association (hereafter Association) and the Victor Valley Community College District (hereafter District). These initial reopeners are expressly pursuant to the Education Employment Relations Act and the Collective Bargaining Agreement between the Association and the District. It is the intention of both parties to meet and bargain in good faith over the issues identified below:

**ARTICLE 8: COMPENSATION**

The Association and the District agree to bargain compensation (an automatic reopener). Both parties agree that to retain and recruit qualified faculty, VVCs salary schedule, summer and winter compensation must be competitive.

**ARTICLE 10: ACADEMIC CALENDAR**

The Association and the District mutually agree to bargain the 2016-2017 calendar.

**ARTICLE 20: SUMMER AND WINTER INSTRUCTIONAL ASSIGNMENTS**

The Association and the District mutually agree to review language in Article 20 to make sure summer and winter assignments and compensation are congruent with analogous language in Article 8 and Article 12. The Association and the District agree to add or delete language to this article as needed.

**ARTICLE 21: DEPARTMENTS**

The Association and the District agree to clarify department chair duties as they relate to providing leadership for Student Learning Outcome Assessments and Program Learning Outcome Assessments, and to review, revise, and clarify department chair compensation.

The Association and the District agree that the additional automatic reopener and two items from both parties, as permitted under Article 38, as well as any additional mutual reopeners may be sunshined in fall 2015.



**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.

Thomas Basiri, Professor Emeritus  
Laird Eklund, Professor Emeritus

**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:** DISTRICT BALLOTS FOR SPRING VALLEY LAKE ASSOCIATION BOARD OF DIRECTORS ELECTION

**SUBMITTED BY:** Roger W. Wagner, Superintendent/President

**RECOMMENDED BY:** Roger W. Wagner

**APPROVED BY:** Roger W. Wagner 

**Description/Background:**

At the April 14, 2015 Board of Trustees Meeting the Board cast the District's nineteen (19) ballots for the Spring Valley Lake Association's Board of Director. On April 23<sup>rd</sup> the District was notified the its ballots were counted for the purpose of meeting quorum however they were not counted during tabulation for board elections. The Superintendent/President has asked for an initial legal opinion on the process the District uses to case its ballots and the opinion which the SVLA used to discount the Districts ballots. The Board will hear from District Counsel on this matter.

**Need:**

The District owns nineteen (19) properties within the Spring Valley Lake Association boundaries and pays association fees associated with these properties which entitle it to certain rights and privileges including the right to vote during SVLA elections.

**Fiscal Impact:**

None

**Recommended Action:**

The matter is presented to the Board as information and not action is necessary.

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

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