



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

Date: April 8, 2014

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

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

OPEN SESSION REGULAR MEETING AGENDA ~ Board Room

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

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

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

CLOSED SESSION ~ West Wing Conference Room

2. **CLOSED SESSION** 4-6 p.m.
 - 2.1 **ANNOUNCEMENT OF CLOSED SESSION ITEMS:**
 - a) **PUBLIC EMPLOYEE APPOINTMENT**
Government Code Section 54957
Superintendent/President
 - b) **CONFERENCE WITH LABOR NEGOTIATIONS –**
Government Code Section 54957.6
District Representative: Randy Erickson
Employee Organization: CSEA, CTA, AFT Part-Time Faculty United
 - c) **PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE**
Public Employee Number: 0113040814
Government Code Section 54957(b)(1)

- d) PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE
Public Employee Number: 2020040814
Government Code Section 54957(b)(1)

2.2 PUBLIC COMMENTS RELATED TO CLOSED SESSION ITEMS

PUBLIC COMMENTS RELATED TO CLOSED SESSION ITEMS

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

2.3 ADJOURN TO CLOSED SESSION

OPEN SESSION REGULAR MEETING AGENDA ~ Board Room

3. OPEN SESSION REGULAR MEETING 6 p.m.
3.1 Closed Session Report
3.2 PUBLIC COMMENTS RELATED TO CONSENT AGENDA ITEMS

PUBLIC COMMENTS RELATED TO CONSENT AGENDA ITEMS

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

4. SUPERINTENDENT/PRESIDENT'S REPORT
• Academic Senate
• Foundation

5. CONSENT AGENDA

Approval of consent items. YES___ NO___

- 5.1 Approval of the minutes of the February 11 2014 and March 11, 2014 regular Board meeting.
- 5.2 License Renewal – Chariot Software Group
Ratification of the agreement between Victor Valley Community College District and Chariot Software Group to provide Webgrade Internet services for the management of student grades for instructors at Victor Valley Community College District. Fiscal Impact: \$1,245.00, budgeted item.
- 5.3 Out of State Travel – Students – Orlando, FL
Approval of the out-of-state travel for staff/students listed to travel to Orlando, FL to attend the Phi Theta Kappa Academy and International Conference April 23 – 27, 2014. Fiscal Impact: \$15,000, budgeted item Phi Theta Kappa Chapter.

- 5.4 Agreement – 3M Security System Renewal
Ratification of the agreement between Victor Valley Community College District and 3M Security System Renewal to provide a security and theft prevention system for the library. Term: 5/7/14-5/6/15. Fiscal Impact: \$1,621.00, budgeted item.
- 5.5 Agreement Renewal – Harland Technology Services
Ratification of the agreement between Victor Valley Community College District and Harland Technology Services to provide maintenance on the Scantron Scanner System. This system is used by the Research Office to process district-wide evaluations and surveys. Term: 5/1/14-4/30/15. Fiscal Impact: \$1,250.00, budgeted item.
- 5.6 Out-of-Country Travel - Asia
Approval of out-of-country travel to Southeast Asia from June 23, 2014 through July 17, 2014. The travel is required of students who are registered in Biology 98/250. Students will be accompanied by Professor Biology, Dr. Hinrich Kaiser. Fiscal Impact: None, all expenses will be borne by the students and Dr. Kaiser.
- 5.7 First Amendment to Education Affiliation Agreement- Community Hospital of San Bernardino
Ratification of the First Amendment to Education Affiliation Agreement- Community Hospital of San Bernardino. The period of this agreement is March 1, 2014 through February 28, 2015. Fiscal Impact: None.
- 5.8 Library Online Database Subscriptions.
Ratification of the renewal of online database subscriptions through the Community College Library Consortium for the period of July 1, 2014 through June 30, 2015. Fiscal Impact: \$24,114.02, budgeted item.
- 5.9 Change order – Webb Brothers Construction
Ratification of the change order with Webb Brothers Construction to complete the Music Modernization project. Fiscal Impact: \$32,585.36, Bond Funded.
- 5.10 Board of Trustees Budget Transfer Request Report
Approval of the budget transfers as submitted. Fiscal Impact: None
- 5.11 Board of Trustees Payments Report
Approval of the Board of Trustees Payments Report. Fiscal Impact: None
- 5.12 Agreement Renewal – Namescape
Ratification of the agreement renewal between Victor Valley Community College District and Namescape to allow management, maintenance and password changes for all student, faculty and staff accounts. Term: 4/30/14-4/29/15. Fiscal Impact: \$9,104.00, budgeted item.
- 5.13 Agreement– Trane Building Services
Ratification of the agreement between Victor Valley Community College District and Trane Building Services to repair a leak on the economizer liquid line flange on Chiller #2 in the main Gymnasium Building #71. Fiscal Impact: \$18,468.00, Fund 71.
- 5.14 Agreement – D&G Flooring
Ratification of the agreement between Victor Valley Community College District and D&G Flooring, Inc. for the installation of new carpet in classroom 8 of the Administration Building #10. Fiscal Impact: \$3,815.60, Fund 71.

- 5.15 Agreement – Securitech
Ratification of the agreement between Victor Valley Community College District and Securitech to repair the control panel board for the card reader system at the Technology Center building #21. Fiscal Impact: \$750.00, Fund 71.
- 5.16 Agreement – United Rentals
Ratification of the agreement between Victor Valley Community College District and United Rentals to rent a scissor lift to be used for custodial and maintenance work. Fiscal Impact: \$635.40, budgeted item.
- 5.17 Agreement – HITT Plumbing
Ratification of the agreement between Victor Valley Community College District and HITT Plumbing HITT Plumbing to remove and dispose of an existing propane regulator and furnish and install a new high pressure First Stage regulator. Fiscal Impact: \$1,051.00, Fund 71.
- 5.18 Independent Contractor Agreement – Sobel Group
Ratification of the Independent Contractor Agreement between Victor Valley Community College District and Sobel Group for discrimination investigations from March 18, 2014 through June 30, 2014. Fiscal Impact: \$185 per hour plus expenses, budgeted item.

ACTION AGENDA

PUBLIC COMMENTS RELATED TO ACTION ACTIONS

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

6. BOARD OF TRUSTEES

- 6.1 Separate approval of items pulled from consent agenda YES ___ NO ___
- 6.2 Second Reading of Board Policy #2515—Use and Distribution of the Guaranteed Investment Contract (“GIC”) Fund YES ___ NO ___
Approval of the proposed Board Policy #2515
Fiscal Impact: None
- 6.3 Second Reading of Board Policy #2520—Percentage of Budget Committed to Salary and Benefits YES ___ NO ___
Approval of the proposed Board Policy 2520
Fiscal Impact: None
- 6.4 Vote for the CCCT Board YES ___ NO ___
Consider one vote for each of the seven vacancies for the CCCT board and take appropriate action. Fiscal Impact: None
- 6.5 Spring Valley Lake Association Election YES ___ NO ___
Consider four (4) candidates for the election of the Spring Valley Lake Association’s Board of Directors.

8. INSTRUCTION

8.1 AB 86 Adult Education Grant YES ___ NO ___
Acceptance of the AB 86 Adult Education Grant as submitted. Fiscal Impact: **\$295,332.00 to the District.**

8.2 Agreement – The Princeton Review YES ___ NO ___
Approval of the agreement between Victor Valley Community College District and The Princeton Review to provide multiple SAT and ACT test preparation workshops to GEAR UP program students at GEAR UP partner school sites. The service period for this agreement is April 9, 2014 through June 26, 2014. Fiscal Impact: \$89,750.00 GEAR UP Federal Grant, budgeted item.

10. ADMINISTRATIVE SERVICES

10.1 Award Contract – EMS Expansion – Apple Valley & Main Campus YES ___ NO ___
Award of contract with KX2 Holdings Building Technologies Group, LP dba Climatic Building Technologies Group for the EMS Expansion Upgrade project. Fiscal Impact: \$107,227.00 State Scheduled Maintenance.

10.2 Agreement – Beinschroth Family Trust YES ___ NO ___
Approval of the agreement between Victor Valley Community College District and Beinschroth Family Trust for the purchase of 313 acre feet of water. The District has two wells on the VVC campus. Under the terms with the Watermaster, and the court ordered adjudication; we are allowed to pump up to a total of 144 acre feet of water from the two wells per year. Due to irrigation demands and maintenance of the upper campus lake, we pumped 379 acre feet from the Alto sub-area on VVC campus. The amount of overproduction is 235 acre feet. Fiscal Impact: \$89,205.00, budgeted item.

10.3 Approve Gift Agreement with Dr. Prem Reddy YES ___ NO ___
Approval of the gift agreement with Dr. Prem Reddy and approve naming of the Dr. Prem Reddy Health Sciences Building. Fiscal Impact: **\$2 million to the District.**

13. REPORTS (3 minute limit per report)

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

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

14. PUBLIC COMMENTS RELATED TO NON-AGENDA ITEMS

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

15. BOARD COMMUNICATION

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

16. ADJOURNMENT

YES ___ NO ___

It is the intention of Victor Valley Community College District to comply with the Americans with Disabilities Act in all respects. Any person with a disability may request that this agenda be made available in an appropriate alternative format. A request for a disability-related modification or accommodation may be made by a person with a disability who requires a modification or accommodation in order to participate in the public meeting to Trinda Best, Victor Valley College, 18422 Bear Valley Road, Victorville, California 92395-5849, (760) 245-4271, Ext. 2455, from 8:30 a.m. to 5:00 p.m., Monday through Friday, at least 48 hours prior to the meeting to make reasonable arrangements. Government Code Section 54954.2.



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

Date: February 11, 2014

Place: **Workshop:** 4-5p.m., Staff Lounge, Victor Valley Community College 18422 Bear Valley Road, Victorville, CA 92395 (**Venue Changed to the board room**)

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

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

AGENDA ~ BOARD ROOM

CALL TO ORDER

4 p.m.

The Board of Trustees of Victor Valley Community College District met in Open Session on February 11, 2014 in the Board Room of the Administration Building. Board President Henderson called the meeting to order at 4:00 p.m.

TRUSTEE ROLL CALL: Dennis Henderson, President; Joseph W. Brady, Vice President; John Pinkerton, Clerk; Lorrie Denson, Trustee; Evelyn Blanco, Student Trustee. Brandon Wood arrived at 4:08 p.m.

PLEDGE OF ALLEGIANCE

Mike McCracken led the Pledge of Allegiance to the Flag.

ANNOUNCEMENT OF ITEMS DELETED OR CORRECTED FROM THE AGENDA: None

PUBLIC COMMENTS RELATED TO CLOSED SESSION AGENDA ITEMS: None

WORKSHOP ~ STAFF LOUNGE

1. 2013 STUDENT SUCCESS SCORECARD

4-5 p.m.

REGULAR MEETING AGENDA Board Room

At 5:05 p.m. Board President Henderson resumed the regular meeting agenda and announced that all members of the Board were present.

CLOSED SESSION ~ West Wing Conference Room

- 2. CLOSED SESSION** **5-6 p.m.**
- 2.1 ANNOUNCEMENT OF CLOSED SESSION ITEMS:**
- a) CONFERENCE WITH LABOR NEGOTIATIONS –
Government Code Section 54957.6
District Representative: Randy Erickson
Employee Organization: CSEA, CTA, AFT Part-Time Faculty United
 - b) CONFERENCE WITH LEGAL COUNSEL—Anticipated Litigation—Government Code section 54956.9(b)—Claimant: Sterling Rovyrt
- 2.2 PUBLIC COMMENTS RELATED TO CLOSED SESSION ITEMS: None**
- 2.3 ADJOURNED TO CLOSED SESSION:**
At 5:11 p.m. Board President Henderson recessed to Closed Session.
- 3. OPEN SESSION REGULAR MEETING** **6:00 p.m.**
- 3.1** Closed Session Report: At 6:27 p.m. Board President Henderson convened the meeting. Jeff Morris, Legal Counsel announced that it was motioned by Trustee Brady and second by Trustee Henderson (4-0) with Trustee Denson recusing herself to reject the claim of Sterling Rovyrt.
- 3.2 PUBLIC COMMENTS RELATED TO CONSENT AGENDA ITEMS:** Justin Gatewood (5.7), Clarence Wright (5.8)
- 4. SUPERINTENDENT/PRESIDENT’S REPORT**
- Foundation – Don Brown reported on Foundation events.
 - Academic Senate - Tracy Davis reported on Academic Senate activities.
- 5. CONSENT AGENDA**
It was MSC (Brady/Denson, 5-0) to approve the consent items in one motion with agenda item 5.7 pulled for separate discussion by Trustee Brady.
- 5.1 Authorized Signatory – Trinda Best**
Approval to ratify the signature authority of Trinda Best to represent the board in the named matters for fiscal year 2013-2014 per Education Code 72282. Fiscal Impact: None
- 5.2 Board of Trustees Payments Report**
Approval of the Board of Trustees Payments Report. Fiscal Impact: None
- 5.3 Agreement – Bill Studt**
Ratification of the agreement between Victor Valley Community College District and consultant Bill Studt to provide training presentations to management. The period of this agreement is through June 30, 2014, as needed. Fiscal Impact: \$750 per session, not to exceed \$3,750.00, Expenditure.
- 5.4 Academic Equivalency – John Cromshaw – Journalism**
Approval of the academic equivalency for John Cromshaw, Journalism. Fiscal Impact: None

- 5.5 Agreement – ALLDATA
Ratification of the agreement between Victor Valley Community College District and ALLDATA to provide the Automotive Department with an on-line subscription access to repair information. The period of this agreement is November 15, 2013 through November 14, 2014. Fiscal Impact: Not to exceed \$1,053.00, budgeted item.
- 5.6 Agreement – Desert Ambulance Service, Inc.
Ratification of the agreement between Victor Valley Community College District and Desert Ambulance Service, Inc. to provide clinical facilities for Emergency Medical Technician and Emergency Medical Technician-Paramedic students. The term of this agreement is dated January 1, 2014, commencing with the spring 2014 semester, and shall remain in effect unless terminated by either party upon thirty (30) days written notice to the other party, provided that no termination shall be effective until the end of the District term that is in session at that time. Fiscal Impact: None
- 5.7 PULLED FOR SEPARATE DISCUSSION (See item 6.0)
Agreement Renewal – Ferrilli Information Group (FIG)
Ratification of the agreement between Victor Valley Community College District and Ferrilli Information Group (FIG) for the 2014-2015 annual setup of the Financial Aid Department's modules on Colleague, the District's comprehensive computer system. The period of this contract is from February 24, 2014 through February 28, 2014. Fiscal Impact: \$14,800 plus reasonable travel expenses, BFAP Funded.
- 5.8 Out of State Travel – Student Travel
Approval of the out of state travel to allow the Associated Student Body representatives to travel to Washington, D.C. to attend the American Student Association of Community Colleges (A.S.A.C.C) from March 13, 2014 through March 18, 2014. Students will be accompanied by ASB Advisor, Robert Sewell and PTK Advisor Deanna Murphy. Fiscal Impact: None to the District, ASB Funds not to exceed \$15,000.00.
- 5.9 Contract – Exel Supply Chain
Ratification of the Contract between Victor Valley Community College District and Exel Supply Chain to conduct a time management seminar to a cohort of Exel students. Fiscal Impact: \$749.00 **Potential Revenue to the District.**
- 5.10 Agreements – Carl's Jr.
Ratification of the Agreement between Victor Valley Community College District and Carl's Jr. to provide catering services for a Financial Aid Awareness Outreach event to be held on campus. The period of this agreement is March 20, 2014. Fiscal Impact: Not to exceed \$2,916.00, budgeted, BFAP Funded.
- 5.11 Agreement – Hitt Plumbing Company, Inc.
Ratification of the payment between Victor Valley Community College District and Hitt Plumbing Company, Inc. for the repair of the leak near the Allied Health building 30. Fiscal Impact: \$4,554.00, Fund 71.
- 5.12 Agreement – Frick, Frick & Jette Architects, Inc.
Ratification of the agreement between Victor Valley Community College District and Frick, Frick & Jette Architects, Inc. to research and provide a landscape design consistent with phase one of the Landscape Sustainability Project which was completed in 2011. The following areas of the main campus will be part of phase two: The slope around Art building 22, the southwest edge of the lake adjacent to the Technology building 21, and the areas between Art building 22 and Liberal Arts building 30. Fiscal Impact: \$6,800.00, Fund 71.

- 5.13 Agreement – Trylon, Inc.
Ratification of the agreement between Victor Valley Community College District and Trylon, Inc. to provide and install a replacement contractor/relay in inverter #3 located at the main campus 1 MW solar facility as it has become faulty and inoperable. Fiscal Impact: \$13,081.64, Fund 71.
- 5.14 Agreement – Bear Valley Fabricators & Steel Supply, Inc.
Ratification of the payment between Victor Valley Community College District and Bear Valley Fabricators & Steel Supply, Inc. for the investigation into the leak near Allied Health and to perform cutting and welding services necessary to complete close out documentation required by the Division of the State Architects office. Fiscal Impact: \$436.16, Fund 71.
- 5.15 Memorandum of Understanding
Approval of the Memorandum of Understanding with the Town of Apple Valley to construct a Class 1 Bike Path on the North side of Bear Valley Road and onto District property. Fiscal Impact: None
- 5.16 Agreement – Phoenix Group Information Systems
Approval of the maintenance agreement between Victor Valley Community College District and Phoenix Group Information Systems to provide maintenance for the handheld computerized ticket writing equipment and desktop support software. The period of this agreement is from February 12, 2014 to February 12, 2015. Fiscal Impact: \$1,480.00 Annually, Budgeted Item.
- 5.17 Direct Staff to develop an RFP (RFQ) for the provision of legal services to the Victor Valley College District
The Board of Trustees is interested in obtaining proposals from qualified law firms to represent the District in legal matters and provide legal advice to the Board of Trustees and College staff as necessary. Fiscal Impact: Uncertain, depends on the amount of legal assistance required by the Trustees and the District.

Break: 7:57p.m.

Reconvene: 8:08 p.m.

Public Comments Related to Action Items: Lisa Ellis (6.2), Lynne Glickstein (6.2), Diana Carloni (6.2), Diana Carloni (6.3), David Gibbs (6.2)

6. BOARD OF TRUSTEES

- 6.1 Separate approval of items pulled from consent agenda
5.7 Agreement Renewal – Ferrilli Information Group (FIG)
Ratification of the agreement between Victor Valley Community College District and Ferrilli Information Group (FIG) for the 2014-2015 annual setup of the Financial Aid Department's modules on Colleague, the District's comprehensive computer system. The period of this contract is from February 24, 2014 through February 28, 2014. Fiscal Impact: \$14,800 plus reasonable travel expenses, BFAP Funded.
- 6.2 Discuss and Possible Action re: Process for selection of Superintendent/President, Discussion with PPL
It was MS (Brady/Henderson) to discuss and possible action for process for selection of Superintendent/President. Fiscal Impact: None
Following discussion Jeff Morris, Legal Counsel announced that based on the direction already given to the board there is no action on this item.

6.3 Selection of three (3) Community Members to serve on the Superintendent/President Search Committee/Discussion with PPL
It was MSC (Brady/Pinkerton, 5-0) to select Mary Mazzola, Paul Lord, and Dillon Lesovsky to serve on the Victor Valley College Superintendent/President Search Committee. Fiscal Impact: None

6.4 ACCJC Mid-Term Self Study Report
The Board of Trustees reviewed the requirements of recommendation 8 and will provide information to the Accreditation Steering Committee as soon as possible so that the committee can complete the mid-term self-study report which is due on March 15, 2014. Fiscal Impact: None

9. STUDENT SERVICES

9.1 2013 Student Success Scorecard

The Board of Trustees reviewed and discussed the Student Success Scorecard for 2013. The report's objectives are to make policy makers, local college officials, and elected boards aware of system and college performance in six specific areas of achievement and to inform the public about overall system performance. Fiscal Impact: None

9.2 Student Fees – Nursing Program

It was MSC (Brady/Denson, 5-0) to approve the fees for a Comprehensive Assessment and Review Package (CARP) from Assessment Technologies Inc. associated with the Nursing Program. Fiscal Impact: None

10. ADMINISTRATIVE SERVICES

10.1 Agreement – Vector Resources

It was MSC (Brady/Pinkerton, 5-0) to approve the agreement between Victor Valley Community College District and Vector Resources, Inc. to purchase audio visual equipment and professional services to install and update multiple classrooms on the main campus to bring standards up to date. Buildings include: Allied Health (bldg. 32), Library (bldg. 41), and Portables 66A & B. (Item #1-19, on the Campus Technology Project list). Fiscal Impact: \$108,314.86, Fund 71.

10.2 Change Order – Webb Brothers Construction

It was MSC (Brady/Denson, 5-0) to approve the ratification of the change orders Nos. 1-17 between Victor Valley Community College District and Webb Brothers Construction. During the course of construction various changes may be made which can both increase or decrease the cost of the project. This additional work is necessary to complete the Music Modernization project. Fiscal Impact: \$40,712.70, Bond Funded.

10.3 Public Hearing and Approve an Agreement with Compass Energy Solutions

Approval of the agreement between Victor Valley Community College District and Compass Energy Solutions for the energy efficiency projects on the Main campus. It is recommended that the Board of Trustees open and close a public hearing to accept comments regarding an agreement with Compass Energy Solutions to engineer, and provide labor, materials and equipment to install energy efficiencies to the Heating/Ventilation/Air-conditioning (HVAC) systems in Student Services buildings 50 & 52 pursuant to California Government Code Sections 4217.12 - 4217.13. Fiscal Impact: \$324,806.00, Funded by Proposition 39 and \$63,158.00, Funded by Southern California Edison Incentives.

The Board president hereby declared the hearing open to accept comments regarding the initial proposals. Hearing no comments the energy efficiency projects on the main campus. The Board president hereby declared the hearing closed

It was MSC (Brady/Wood, 5-0) to approve the agreement.

11. HUMAN RESOURCES

11.1 Academic Second-Year Contract Recommendation

It was MSC (Brady/Denson, 5-0) to approve to enter into a contract with second-year academic employees Nichole Dubal (Mathematics) and Anthony Bonato (Construction Technology) for the following two academic years, 2014-2016. Fiscal Impact: Budgeted Item.

11.2 Renewal of Administrator Contract

It was MSC (Brady/Wood, 5-0) to approve to renew the Director, EOPS/CARE contract for 1 year based on satisfactory evaluations for the period commencing July 1, 2014 and ending on June 30, 2015. Fiscal Impact: Budgeted Item.

12. DISCUSSION/INFORMATION

12.1 Quarterly Financial Reports

Submitted as an informational item.

13. REPORTS (3 minute limit per report)

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

13.1 Employee Groups

- a) CTA: David Gibbs
- b) CSEA: Justin Gatewood
- c) AFT Part-Time Faculty United: Lynne Glickstein.
- d) Management: Steve Garcia

14. PUBLIC COMMENTS RELATED TO NON-AGENDA ITEMS: Sharon Wright, Margarita Maltese, Ed Burg

15. BOARD COMMUNICATION

Student Trustee Blanco: thanked the Board members for their continuity in keeping with the process on the Superintendent/President search committee. Thanked all those that were involved in the accreditation report. February 8th the robotics event which helped focus on STEM programs. Thanked the Board for the approval of the student travel for ASB students to Washington, DC. Looking forward to the upcoming ASB retreat in July.

Trustee Pinkerton: thanked all faculty and staff for all of their work on the accreditation report and praised Peter Allan for his hard work and efforts.

Trustee Brady: congratulated Peter Allan on the accreditation status however, he feels that there still is a lot of work to be done. Attended the Dreamers, Visionary and Leaders event last Saturday. Enjoyed Sharon Wright's comments this evening.

Trustee Denson: congratulated new the employees. Attended the Dr. Luther King event held on campus as well as the Dreamers, Visionary and Leaders event last Saturday and the Alumni Hall of Fame. Recognized the Foundation for their positive persistence in recognizing Victor Valley College in a positive way.

Trustee Wood: thanked all faculty and staff for all of their work on the accreditation report. Need to continue with the hard work.

Trustee Henderson: thanked all faculty and staff for all of their work on the accreditation report and is humbled by the amount of work that was produced.

16. ADJOURNMENT

It was MSC (Henderson/Brady, 5-0) to adjourn the meeting at 9:46 p.m.

John Pinkerton, Clerk

Date _____



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

Date: March 11, 2014

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

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

AGENDA ~ Board Room

Board Room Victor Valley Community College

1. CALL TO ORDER

4 p.m.

The Board of Trustees of Victor Valley Community College District met in Open Session on March 11, 2014 in the Board Room of the Administration Building. Board President Henderson called the meeting to order at 4:01 p.m.

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

Brandon Wood arrived at 4:02 p.m.

PLEDGE OF ALLEGIANCE

Victoria Churgin led the Pledge of Allegiance to the Flag.

ANNOUNCEMENT OF ITEMS DELETED OR CORRECTED FROM THE AGENDA: None

ANNOUNCEMENT OF ITEMS TO BE CONSIDERED IN CLOSED SESSION

PUBLIC COMMENTS RELATED TO CLOSED SESSION AGENDA ITEMS: None

CLOSED SESSION ~ West Wing Conference Room

2. CLOSED SESSION

4-6 p.m.

2.1 ANNOUNCEMENT OF CLOSED SESSION ITEMS:

a) PUBLIC EMPLOYEE APPOINTMENT
Government Code Section 54957
Superintendent/President

b) CONFERENCE WITH LABOR NEGOTIATIONS –
Government Code Section 54957.6

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

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

- c) CONFERENCE WITH LEGAL COUNSEL—Anticipated Litigation—Government Code Section 54956.9(b)
Claimant: Eileen Patterson, DBA Eileen Patterson Realty

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

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

REGULAR MEETING AGENDA

Board Room

3. **OPEN SESSION**

- 3.1 Closed Session Report: Board President Henderson reconvened the meeting at 6:12 p.m. and Jeff Morris, Legal Counsel reported that on item a) there was no reportable action, item b) report to the Trustees and directions to the negotiator, item c) on a motion by Trustee Denson and seconded by Trustee Pinkerton, with Trustee Brady abstaining, the claim was rejected 4-0.

- 3.2 **PUBLIC COMMENTS RELATED TO CONSENT AGENDA ITEMS:** Justin Gatewood (5.15)

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

On behalf of Richard Greenwood, President, Measure JJ Citizens' Bond Oversight Committee (CBOC), GH Javaheripour provided an update on the annual CBOC report.

Representatives with the Balfour Beatty Construction provided a project status update on the construction of the new Health Sciences Building with completion expected May/June 2015.

Foundation: Mr. Don Brown spoke on the award that was recently received for the Campaign for Classes fundraising activity. Last month the Foundation received \$140,000 in grant monies. This Friday is the deadline for scholarship and campus grants.

Academic Senate: Tracy Davis thanked faculty, staff, administration and the Board of Trustees for the contribution of the success of the document submitted to ACCJC and commended Jan Espinoza and Patty Golder for their tireless work coordinating and editing the mid-term report.

The Academic Senate recognized Tim Adell and the honors program with 9 VVC students presenting at the annual Honors Transfer Conference at U.C. Irvine. Eartha Johnson was acknowledged for coordinating the Women's History Month on campus, spending countless hours on this event.

The proposed Board policies on this evening's agenda are problematic, and have not followed the shared Governance process and will negatively impact student success by reducing instructional funding. Board Policies 2515, 2520 and 2525 all have the potential to reduce course offerings thereby lengthening the time it takes students reach their educational goals, reduce the number of faculty available to teach courses and it does not specify how the substantial reserves from taxpayers money actually will be spent. How do these propose Board Policies support student learning?

5. CONSENT AGENDA

It was MSC (Brady/Pinkerton 5-0) to approve the consent items in one action with agenda item 5.15 pulled for separate discussion by Trustee Wood.

- 5.1 Approval of the minutes of the January 14, 2014 and February 3, 2014 special Board meeting.
- 5.2 Board of Trustees Payments Report
Approval of the Board of Trustees Payments Report. Fiscal Impact: None
- 5.3 Agreement – Corona Clay Company
Ratification of the agreement between Victor Valley Community College District and Corona Clay Company to provide infield and mound clay for our baseball field. Fiscal Impact: \$4,211.76, Fund 71.
- 5.4 Agreement – All American Fence Erectors
Ratification of the agreement between Victor Valley Community College District and All American Fence Erectors for the repair of the fence at parking lot 10 that was damaged in December 2013. Fiscal Impact: \$753.00, Fund 71.
- 5.5 Amend Agreement – Shred-It
Ratification of the amended agreement between Victor Valley Community College District and Shred-It to provide shredding services for our annual document purge in the warehouse. As stated in the original board item approved in January 2014, the fiscal impact listed was an estimate based on the count of expected boxes of documents that would need shredding; the final box count was higher than estimated, therefore the fiscal impact increased. Fiscal Impact: \$846.93, budgeted item.
- 5.6 Independent Contractor Agreement – Turf Star
Ratification of the Independent Contractor Agreement between Victor Valley Community College District and Turf Star to provide maintenance services for our mower equipment. Fiscal Impact: \$2,801.82, Fund 71.
- 5.7 Agreement – Victorville Glass Co., Inc.
Ratification of the agreement between Victor Valley Community College District and Victorville Glass Co., Inc. for the replacement of a 60"x116" window in room 155B at the RPSTC (Regional Public Safety Training Center). Fiscal Impact: \$1,875.00, Fund 71.
- 5.8 Agreement– Datalink Networks, Inc.
Ratification of the agreement between Victor Valley Community College District and Datalink Networks, Inc. to purchase software licenses, maintenance and support for testing phones as part of the Lync implementation. (Item IN-64, on Campus Technology Project list) Fiscal Impact: \$481.18, budgeted item.
- 5.9 Agreement Addendum – ROC Software System, Inc.
Ratification of the addendum agreement between Victor Valley Community College District and ROC Software System, Inc. to record the change in platform licenses from HPUX to Windows SQL for the continued use of Easy Spooler software and the one-time fee for new licenses. The original agreement was submitted to the Board of Trustees on September 10, 2013. (Item #IN-65, on Campus Technology Project list) Fiscal Impact: \$500.00, budgeted item.

- 5.10 Notice of Completion – Anderson Air Conditioning, LP
Ratification of the Notice of Completion for Anderson Air Conditioning, LP for the construction technology heater system replacement project. Fiscal Impact: None.
- 5.11 Increase Agreement Amount - GiantPowerComm
Ratification of the amended agreement between Victor Valley Community College District and GiantPowerComm for specialized maintenance of the 1 Megawatt CPV system located on the lower campus to include annual incidental and emergency maintenance for work not covered under the original scope. Fiscal Impact: \$6,500.00, Fund 71.
- 5.12 Agreement – Frick, Frick & Jette Architects, Inc.
Ratification of the agreement between Victor Valley Community College District and Frick, Frick & Jette Architects, Inc. for architectural survey services and strategic planning for the Vocational Complex Expansion and Renovation, a voter approved, local bond funded project. This project was originally Board approved on June 14, 2011. Fiscal Impact: \$13,300.00, Local Bond Funded.
- 5.13 Furniture, Fixtures & Equipment (FF&E) Purchase – G/M Business Interiors
Ratification of the FF&E purchase with G/M Business Interiors to supply and install furnishings music code compliance and renovation for the Music project, a local bond funded project. Fiscal Impact: \$44,419.25 includes applicable tax, freight and installation. Local Bond Funded.
- 5.14 Subscription Agreement – Lexipol, LLC
Approval of the renewal agreement between Victor Valley Community College District and Lexipol, LLC to provide customized police manual updates and development that meet regulatory law enforcement policy requirements. The agreement provides officers with continual access to legal updates. Term: 7/1/14-6/30/15. Fiscal Impact: \$2,450.00, budgeted item.
- 5.15 **PULLED FOR SEPRATE DISCUSSION** (see item 6.0)
Agreement – Ferrilli Information Group
Ratification of the agreement between Victor Valley Community College District and Ferrilli Information Group for professional services both on site and remote plus reasonable travel expenses to provide expertise in Student Success Act Projects. Fiscal Impact: \$63,000.00 – amount includes travel expenses of \$3,000, budgeted item.
- 5.16 Contract – Rise Interpreting
Ratification of the contract between Victor Valley Community College District and Rise Interpreting to provide as needed interpreting services for the deaf and hard of hearing students in Disabled Students Programs and Services (DSPS). The period of this agreement is February 3, 2014 through May 31, 2014. Fiscal Impact: Not to exceed \$3,000.00, budgeted item.
- 5.17 Agreement – San Bernardino Fire Department
Ratification of the agreement between Victor Valley Community College District and San Bernardino Fire Department to provide clinical facilities for Emergency Medical Technician and Emergency Medical Technician – Paramedic students. The agreement shall commence with the January 2014 term and shall remain in effect unless terminated by either party upon thirty (3) days written notice. Fiscal Impact: None.

- 5.18 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 students enrolled in the Spring 2014 Fire Academy. The period of this agreement is March 13, 2014 through May 16, 2014. Fiscal Impact: None. Students pay \$580 materials fee upon registration, and the Fire program will withdraw the collected funds to pay the vendor.
- 5.19 Contract – Options for Youth
Ratification of the contract between Victor Valley Community College District and Options for Youth for the delivery of CHEM 100, Introductory Chemistry, for credit under contract to a cohort of Options for Youth students. Fiscal Impact: **Potential revenue to the District \$31,140.00.**
- 5.20 Curriculum Changes
Approval of the curriculum changes made on February 13, 2014 and February 27, 2014 recommended by the College Curriculum Committee. Fiscal Impact: None
- 5.21 Appointments – Citizens' Bond Oversight Committee
Appointment of Mr. Larry Hoover for an initial two-year term as an At-Large Community Member, Mr. Marshall Kagan for an initial two-year term as the Taxpayer Organization Member and Mr. Edward Rodarte, for a second term, serving as an At-Large Community Member. All appointments are for the period of April 1, 2014 through March 31, 2016 and will serve on the Citizens' Bond Oversight Committee. Fiscal Impact: None.
- 5.22 Out of State Travel – Model UN – New York City, NY
Approval for to allow students from the Model United Nations Program to travel to New York City, NY to attend the national Model United Nations Conference from March 28, 2014 through April 4, 2014. Students participating in the conference are registered at Victor Valley Community College and will be accompanied by Donovan Rinker-Morris, Instructor and Professor Tim Adell. Fiscal Impact: None. All expenses are paid by fundraising.

ACTION AGENDA

6. BOARD OF TRUSTEES

6.1 Separate approval of items pulled from consent agenda

5.15 Agreement – Ferrilli Information Group

It was MSC (Brady/Denson, 5-0) to ratify the agreement between Victor Valley Community College District and Ferrilli Information Group for professional services both on site and remote plus reasonable travel expenses to provide expertise in Student Success Act Projects. Fiscal Impact: \$63,000.00 – amount includes travel expenses of \$3,000, budgeted item.

It was MSC (Brady/Wood, 5-0) to extend the public comment time allowing all speakers present the opportunity to provide public comments

6.2 PUBLIC COMMENTS: Virginia Moran, Lisa Ellis, Lisa Ellis, Claude Oliver, DeAnn Hudgens, Ed Heaberlin, Holly Noel, Ed Burg

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

It was MS (Brady/Denson) to review and discuss proposed Board Policy #2515Fiscal Impact: None

Break: 7:46 p.m.

Reconvene: 8:00 p.m.

6.3 PUBLIC COMMENTS: Lisa Ellis, Claude Oliver, Justin Gatewood, Hinrich Kaiser, DeAnn Hudgens, Ed Heaberlin, Holly Noel

First Reading of Board Policy #2520—Percentage of Budget Committed to Salary and Benefits

It was motioned by Trustee Brady and seconded by Trustee Denson to review and discuss proposed Board Policy 2520. Fiscal Impact: None

Brandon Wood stated that the percentages should read 87%, 85%, and 83%

6.4 PUBLIC COMMENTS: Lisa Ellis, Claude Oliver, David Gibbs, DeAnn Hudgens, Ed Heaberlin, Holly Noel, Ed Burg

TABLED First Reading of Board Policy #2525—Percentage of Budget Committed to Classroom Instructional Employee Salary and Benefits

It was motioned by Trustee Brady and seconded by Trustee Pinkerton to review and discuss proposed Board Policy 2525. Fiscal Impact: None

Trustee Brady left at 9:05 p.m.

Trustee Brady returned at: 9:07

Following discussion, it was motioned by Trustee Wood and seconded by Trustee Brady, 5-0, to table the item pending further review by legal council and for consideration of running this Board policy through the Academic Senate and College Council and bring the item back for a first read.

6.5 Selection of Board Members to serve on Legal Services Committee

It was motioned by Trustee Brady and seconded by Trustee Henderson to appoint of two Board members to select legal counsel for the Board of Trustees.

Following discussion, it was MSC (Wood/Denson, 3-0) to appointment Trustees Brady and Pinkerton to serve on the legal services committee to select legal counsel for the Board of Trustees.

8. INSTRUCTION

8.1 Accreditation Midterm Report

It was MSC (Brady/Wood, 5-0) to accept of the Midterm Report as submitted and that the Board President sign the certification page certifying that the report had been reviewed by the Board of Trustees. Fiscal Impact: None

8.2 ACCJC Follow-Up Report #4

It was MSC (wood/Denson, 5-0) to accept of the ACCJC Follow-Up Report #4 as submitted and that the Board President sign the certification page certifying that the report had been reviewed by the Board of Trustees. Fiscal Impact: None

10. ADMINISTRATIVE SERVICES

10.1 Furniture, Fixtures & Equipment Purchase – South Coast Keyboards, Inc.

It was MSC (Brady/Denson, 5-0) to approve the purchase with South Coast Keyboards, Inc. to supply pianos for the Music Building Code Compliance and Renovation, a local bond funded project. Fiscal Impact: \$74,886.32, Restricted Funding.

11. HUMAN RESOURCES

11.1 Renewal of Administrator Contract – Arthur Lopez

It was MSC (Brady/Denson, 5-0) to approve to renew the Dean of Student Services contract for 2 years based on satisfactory evaluations for the period commencing July 1, 2014 and ending on June 30, 2016. Fiscal Impact: Budgeted Item.

11.2 Renewal of Administrator Contract – Peter Maphumulo

It was MSC (Denson/Brady, 5-0) to approve to renew the Executive Vice President, Instruction and Student Services contract for 2 years based on satisfactory evaluations for the period commencing July 1, 2014 and ending on June 30, 2016. Fiscal Impact: Budgeted Item.

11.3 PUBLIC COMMENTS: Lisa Ellis, Claude Oliver

TABLED Early Retirement Incentive

It was motioned by Trustee Denson and seconded by Trustee Brady to approve the resolution to provide an early retirement option. The plan would be available to any college employee who is a minimum of 50 years of age and has at least 10 years of service to VVC. Employees would be offered \$25,000 to retire by 6/30/14, \$15,000 to retire by 6/30/15 and \$10,000 to retire by 6/30/16. Fiscal Impact: Projected net savings of \$250,000 per year for three years.

Following discussion Trustee Denson made a motion to rescind her original motion and it was seconded by Trustee Brady, 5-0). It was MSC (Brady/Wood, 5-0 to table the item).

12. DISCUSSION/INFORMATION

12.1 First Read – Updated Board Policy 1202 – Institutional Effectiveness

Submitted as an informational item.

12.2 Quarterly Financial Reports

Submitted as an informational item.

Denson left at 9:50 p.m.

Denson arrived at 9:53 p.m.

13. REPORTS (3 minute limit per report)

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

13.1 Employee Groups

- a) CTA – David Gibbs
- b) CSEA – Justin Gatewood

- c) AFT Part-Time Faculty United – Lynn Glickstein
- d) Management – Steve Garcia

It was MSC (Wood/Brady, 5-0) to allow Mr. Gibbs his 3 minute report to the Board.

14. PUBLIC COMMENTS RELATED TO NON-AGENDA ITEMS: Lois Papner

15. BOARD COMMUNICATION

Trustee Brady: spoke on the article in *Daily Press* featuring the Model United Nations.

Trustee Denson: completed and submitted her application for the CCCT position. Participated in the Read Across America at Kingston Elementary. Will be attending the Excellence in Trustee program. Thanked everyone for their attendance this evening and stressed that the Board is trying to make the best decisions for the District.

Trustee Pinkerton: likes the way the Board is thinking out of the box.

Trustee Wood: attended a workshop last night and found it very useful.

Trustee Henderson: wished everyone a good night

Student Trustee Blanco: Absent

15. ADJOURNMENT

It was unanimously approved to adjourn the meeting at 10:25 p.m.

John Pinkerton, Clerk

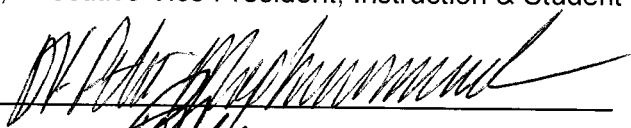
Date Approved

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

BOARD CONSENT BOARD ACTION BOARD INFORMATION (no action required)

TOPIC: LICENSE RENEWAL – CHARIOT SOFTWARE GROUP

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

RECOMMENDED BY: Peter Maphumulo 

APPROVED BY: Peter W. Allan 

Description/Background:

The District desires to ratify the renewal of the license agreement between Victor Valley Community College District and Chariot Software Group beginning March 01, 2014 through February 28, 2015.

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

Need:

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

Fiscal Impact:

Budgeted item - \$1,245

Recommended Action:

It is recommended by the Superintendent/President that Board of Trustees ratify the license agreement renewal between Victor Valley Community College District and Chariot Software Group beginning March 01, 2014 through February 28, 2015.

Legal Review: YES NOT APPLICABLE

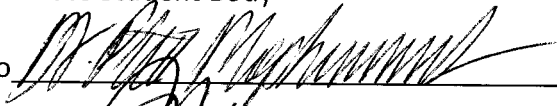
Reference for Agenda: YES NO

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

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

TOPIC: OUT OF STATE TRAVEL – STUDENT

SUBMITTED BY: Robert Sewell, Associate Student Body

RECOMMENDED BY: Peter Maphumulo 

APPROVED BY: Peter W. Allan 

Description/Background:

Approval is requested for the following staff member(s) and Phi Theta Kappa officers to attend the Phi Theta Kappa Academy and International Conference in Orlando, Florida. The travel dates will be April 23-27, 2014:

Maria Rempfer
Patricia Wagner
John Mitchell

Natalie Bonello
Cassandra Walters

Anita Mkrttchyan
Charity Lindsey

Need:

The conference is designed to educate the members on research, scholarship, service and chapter officer development. The advisors and officers will also be there to accept their Five Star Chapter award.

Fiscal Impact:

Budgeted - \$15,000 - Phi Theta Kappa Chapter

Recommended Action:

It is recommended that the Board of Trustees approve out of state travel for staff/students listed above to travel to Orlando, Florida to attend the Phi Theta Kappa Academy and International Conference. The travel dates will be April 23-27, 2014.

Legal Review: YES ___ NOT APPLICABLE X

Reference for Agenda: YES ___ NO X

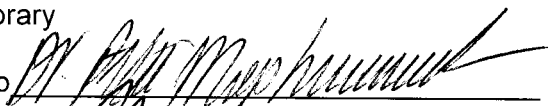
**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM**

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

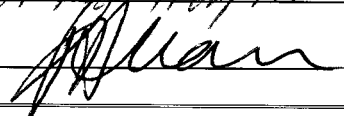
TOPIC: AGREEMENT - 3M SECURITY SYSTEM RENEWAL

SUBMITTED BY: Leslie Huiner, Library

RECOMMENDED BY: Peter Maphumulo



APPROVED BY: Peter W. Allan



Description/Background:

The District wishes to ratify an agreement renewal with 3M Service Agreement to provide a security and theft prevention system for the library. The period of this agreement is May 7, 2014 through May 6, 2015.

Need:

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

Fiscal Impact:

Budgeted -- \$1,621

Recommended Action:

It is recommended by the Superintendent/President that Board of Trustees ratify an agreement renewal with 3M Service to provide a security and theft prevention system for the library. The period of this agreement is May 7, 2014 through May 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: AGREEMENT RENEWAL – HARLAND TECHNOLOGY SERVICES

SUBMITTED BY: Virginia Moran, Institutional Effectiveness

RECOMMENDED BY: Peter Maphumulo 

APPROVED BY: Peter W. Allan 

Description/Background:

The district wishes to ratify an agreement with Harland Technology Services to provide maintenance on the Scantron Scanner System. This system is used by the Research Office to process district wide evaluations and surveys. The period of this agreement is May 1, 2014 through April 30, 2015.

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

Need:

This agreement is needed to maintain the Scantron Scanner System.

Fiscal Impact:

\$1,250.00 – Budgeted Item

Recommended Action:

It is recommended by the Superintendent/President that the Board of Trustees ratify the agreement with Harland Technology Services for the maintenance for the Scantron Scanner System used by the Research Office. The period of this agreement is May 1, 2014 through April 30, 2015.

Legal Review: YES NOT APPLICABLE


Reference for Agenda: YES NO

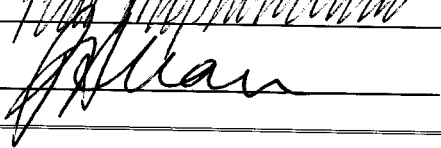
**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
BOARD OF TRUSTEES AGENDA ITEM**

BOARD CONSENT BOARD ACTION BOARD INFORMATION (no action required)

TOPIC: OUT OF COUNTRY TRAVEL - ASIA

SUBMITTED BY: Rolando Regino, Dean, STEM

RECOMMENDED BY: Peter Maphumulo 

APPROVED BY: Peter W. Allan 

Description/Background:

The District desires to approve out of country travel to Southeast Asia (Malaysia, Indonesia, Timor-Leste, Singapore). The travel is required of students who are registered in Biology 98/250, "International Natural History" from June 23, 2014 through July 17, 2014. Students will be accompanied by Professor of Biology, Dr. Hinrich Kaiser.

Students:

Kimberly Antekeier
Consuelo Avila
Magic Barkan
Michael Corona
Jasmine Garcia
Scott Heacox
Antonay Howard
Jose Huerta

Laura Kiner
Dillon Lesovsky
Margarita Lievano
Jesse Manriquez
Solomon McCullough
Hayley McDaniel
Rebecca Parra
Michelle Ray

Ruby Resendez
Jared Reyes
Kaitlin Rickerl
Kendra Schertell
Kevin Schiebeck
Ivan Simental
Justin Steeno
Alexis Volta

Need:

Compliance with Board Policy 4300

Fiscal Impact:

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

Recommended Action:

It is recommended by the Superintendent/President that the Board of Trustees approve out of country travel as outlined above. The travel is required of students who are registered in Biology 98/250, "International Natural History" from June 23, 2014 through July 17, 2014. Students will be accompanied by Professor of Biology, Dr. Hinrich Kaiser.

Legal Review: YES NOT APPLICABLE

Reference for Agenda: YES NO

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

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

TOPIC: FIRST AMENDMENT TO EDUCATION AFFILIATION AGREEMENT – COMMUNITY HOSPITAL OF SAN BERNARDINO
SUBMITTED BY: Pat Luther, Dean, Health Sciences, Public Safety & Industrial Technology
RECOMMENDED BY: Peter Maphumulo *Peter Maphumulo*
APPROVED BY: Peter W. Allan *PW Allan*

Description/Background:

The District desires to ratify a First Amendment to the Education Affiliation Agreement with Community Hospital of San Bernardino. The period of this agreement is March 1, 2014 through February 28, 2015.

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

Need:

For Registered Nursing and other Health Sciences programs of the District.

Fiscal Impact:

None

Recommended Action:

It is recommended by the Superintendent/President that the Board of Trustees ratify a First Amendment to the Education Affiliation Agreement with Community Hospital of San Bernardino. The period of this agreement is March 1, 2014 through February 28, 2015.

Legal Review: YES NOT APPLICABLE


Reference for Agenda: YES NO

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

BOARD CONSENT BOARD ACTION BOARD INFORMATION (no action required)

TOPIC: LIBRARY ONLINE DATABASE SUBSCRIPTIONS

SUBMITTED BY: Leslie Huiner, Library

RECOMMENDED BY: Peter Maphumulo 

APPROVED BY: Peter Allan 

Description/Background:

The District desires to approve the renewal of online database subscriptions through the Community College Library Consortium for the period July 1, 2014, through June 30, 2015. The online databases are: Sage – CQ Researcher; CQ Weekly; Gale – Literature Resource Center; Gale – US History in Context; Gale – World History in Context; NewsBank – Access UN; LexisNexis - Academic.

Need:

The library provides access to online database subscriptions to support academic research and student learning.

Fiscal Impact: Budgeted -- \$24,114.02

Recommended Action:

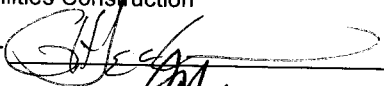
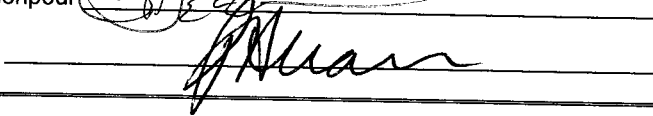
It is recommended by the Superintendent/President that Board of Trustees approve the renewal of online database subscriptions through the Community College Library Consortium for the period of July 1, 2014, through June 30, 2015.

Legal Review: YES NOT APPLICABLE

Reference for Agenda: YES NO

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

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

TOPIC: CHANGE ORDER – WEBB BROTHERS CONSTRUCTION
SUBMITTED BY: Steve Garcia, Facilities Construction
RECOMMENDED BY: G.H. Javaheripour 
APPROVED BY: Peter Allan 

Description/Background:

The District wishes to submit for approval Change Order Nos. 6, and 15-24 from Webb Brothers Construction. During the course of construction various changes may be made which can both increase or decrease the cost of the project. The list below is a compilation of the adjustments made and represents both direct and indirect costs of the contractor in performing or providing the work covered.

- 6. Additional cost increase for providing sound insulation in the walls and ceilings, in addition one side of each wall will have "Kinwrix" isomax clips and one additional layer of 5/8 drywall on each side in practice rooms 3A,3B, 4 & 5. \$16,863.05
- 15. PENDING N/A
- 16. Additional cost increase for replacement of the main water valve that supplies the Music Building. This 50 year old valve is located under slab. 2,846.79
- 17 Complete
- 18. Credit back to the contract for not installing lights over the marker boards in the Choral & Instrumental rooms. (-\$448.80)
- 19. Additional cost increase to provide coring of the existing block walls and installation of conduit sleeves for cabling access. \$2,114.85
- 20. Additional cost increase to provide power to properly operate 5 urinals in the men's restroom. \$1,364.86
- 21. Rejected
- 22. Additional cost increase to install mixing valves on all project sinks \$ 2,501.53
- 23. Additional cost increase to tying the music building system into the campus energy management system \$ 7,343.08
- 24. Rejected

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

Need:

This additional work is necessary to complete the Music Modernization project.

Fiscal Impact:

\$32,585.36 – Bond Funded

Recommended Action:

This item has been approved by the Interim Superintendent/President, and it is recommended that the Board of Trustees ratify the change orders with Webb Brothers Construction in the amount of \$32,585.36.

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: G.H. Javaheripour 

APPROVED BY: Peter Allan 

Description/Background:

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

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

Need: N/A

Fiscal Impact: None

Recommended Action:

It is recommended that the Board of Trustees approve the budget transfers as submitted.

Legal Review: YES NOT APPLICABLE


Reference for Agenda: YES NO


VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM

BOARD CONSENT BOARD ACTION BOARD INFORMATION (no action required)

TOPIC: BOARD OF TRUSTEES PAYMENTS REPORTS

SUBMITTED BY: Renee Reyes, Fiscal Services

RECOMMENDED BY: G.H. Javaheripour 

APPROVED BY: Peter Allan 

Description/Background:

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

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

Need: N/A

Fiscal Impact: None

Recommended Action:

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

Legal Review: YES NOT APPLICABLE


Reference for Agenda: YES NO

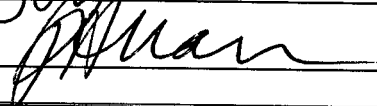
**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM**

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

TOPIC: AGREEMENT RENEWAL - NAMESCAPE

SUBMITTED BY: Sergio Oklander, Management Information System

RECOMMENDED BY: G.H. Javaheripour 

APPROVED BY: Peter Allan 

Description/Background:

The District wishes to renew its annual maintenance/support agreement with Namescape for rDirectory and myPassword. Term: 4/30/14 – 4/29/15.

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

Need:

These licenses are needed to allow management, maintenance and password changes for all student, faculty and staff accounts. This will ease the process for users to reset/change passwords 24 hours a day.

Fiscal Impact:

\$ 9,104.00 – Budgeted Item

Recommended Action:

This item has been approved by the Interim Superintendent/President, and it is recommended that the Board of Trustees ratify the annual agreement renewal with Namescape in the amount of \$9,104.00.

Legal Review: YES ___ NOT APPLICABLE X ___


Reference for Agenda: YES ___ NO X ___

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

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

TOPIC: AGREEMENT – TRANE BUILDING SERVICES

SUBMITTED BY: Edwin Martinez, Maintenance & Operations

RECOMMENDED BY: G.H. Javaheripour 

APPROVED BY: Peter Allan 

Description/Background:

The District wishes to enter into an agreement with Trane Building Services to repair a leak on the economizer liquid line flange on Chiller #2 in the Main Gymnasium Building #71.

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

Need:

This work is necessary to repair the leak in Chiller #2 so that the chiller works efficiently.

Fiscal Impact:

\$18,468.00 – Fund 71

Recommended Action:


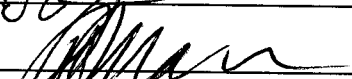
This item has been approved by the Interim Superintendent/President, and it is recommended that the Board of Trustees ratify the agreement with Trane Building Services in the amount of \$18,468.00.

Legal Review: YES X NOT APPLICABLE ___

Reference for Agenda: YES ___ NO X

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

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

TOPIC: AGREEMENT – D & G FLOORING, INC.
SUBMITTED BY: Edwin Martinez, Maintenance & Operations
RECOMMENDED BY: G.H. Javaheripour 
APPROVED BY: Peter Allan 

Description/Background:

The District wishes to enter into an agreement with D&G Flooring, Inc. for the installation of new carpet in classroom 8 of the Administration Building #10.

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

Need:

The carpet in classroom 10-8 is very old and worn and needs to be replaced.

Fiscal Impact:

\$3,815.60 – Fund 71

Recommended Action:

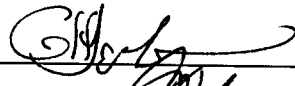
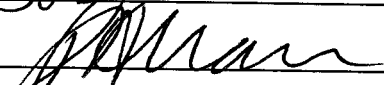
This item has been approved by the Interim Superintendent/President, and it is recommended that the Board of Trustees ratify the agreement with D & G Flooring, Inc. in the amount of \$3,815.60.

Legal Review: YES X NOT APPLICABLE ___

Reference for Agenda: YES ___ NO X

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

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

TOPIC: AGREEMENT – SECURITECH
SUBMITTED BY: Edwin Martinez, Maintenance & Operations
RECOMMENDED BY: G.H. Javaheripour 
APPROVED BY: Peter Allan 

Description/Background:

The District wishes to enter into an agreement with SecuriTech to repair the control panel board for the card reader system at the Technology Center building #21.

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

Need:

The card reader system is used to secure the campus and to save funds from being expended when keys are lost or misplaced. Repairing the panel board is less expensive than purchasing a new one.

Fiscal Impact:

\$750.00 – Fund 71

Recommended Action:

This item has been approved by the Interim Superintendent/President, and it is recommended that the Board of Trustees ratify the agreement with Securitech in the amount of \$750.00.

Legal Review: YES ___ NOT APPLICABLE X


Reference for Agenda: YES ___ NO X


VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM

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

TOPIC: AGREEMENT – UNITED RENTALS

SUBMITTED BY: Edwin Martinez, Maintenance & Operations

RECOMMENDED BY: G.H. Javaheripour 

APPROVED BY: Peter Allan 

Description/Background:

The District wishes to enter into an agreement with United Rentals to rent a scissor lift to be used for custodial and maintenance work.

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

Need:

The scissor lift rental is necessary so that custodians and maintenance workers can clean and replace light bulbs in hard to reach places.

Fiscal Impact:

\$635.40 – Budgeted Item

Recommended Action:

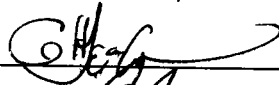
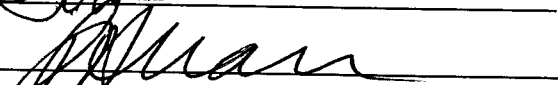
This item has been approved by the Interim Superintendent/President, and it is recommended that the Board of Trustees ratify the agreement with United Rentals in the amount of \$635.40.

Legal Review: YES ___ NOT APPLICABLE X

Reference for Agenda: YES ___ NO X

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

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

TOPIC: AGREEMENT – HITT PLUMBING
SUBMITTED BY: Edwin Martinez, Maintenance & Operations
RECOMMENDED BY: G.H. Javaheripour 
APPROVED BY: Peter Allan 

Description/Background:

The District wishes to enter into an agreement with Hitt Plumbing to remove and dispose of an existing propane regulator and furnish and install a new high-pressure First Stage regulator. The work also includes the removal and replacement of existing quick release disconnect fittings, which will be replaced with SCH 80 steel union fittings. This work will be performed at the Regional Public Safety Training Center.

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

Need:

This is a safety issue. Both the bad regulator and leaking fittings need to be replaced.

Fiscal Impact:

\$1,051.00 – Fund 71

Recommended Action:

This item has been approved by the Interim Superintendent/President, and it is recommended that the Board of Trustees ratify the agreement with Hitt Plumbing in the amount of \$1,051.00.

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— The Sobel Group

SUBMITTED BY: Trinda Best

RECOMMENDED BY: Trinda Best *Trinda Best*

APPROVED BY: Peter Allan *Alan*

Description/Background:

Investigation services to the district as needed for discrimination investigations from 3/18/14 through 6/30/2014.

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

Need:

Investigation services as needed from 3/18/14 to 6/30/14.

Fiscal Impact:

Expenditure: \$185 per hour plus expenses, budgeted

Recommended Action:

It is recommended that the Board of Trustees ratify the agreement with The Sobel Group for investigation services from March 18, 2014 – June 30, 2014.

Legal Review: YES NOT APPLICABLE

Reference for Agenda: YES NO

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

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

TOPIC: SECOND READ – BOARD POLICY 2515– USE and DISTRIBUTION OF THE GUARANTEED INVESTMENT CONTRACT FUND (“GIC”)

SUBMITTED BY: Trustees Brandon Wood and Lorrie Denson

APPROVED BY: Dennis Henderson, Board President *(for placement on the agenda only)*

Description/Background:

Proposed Board Policy 2515 – Use and Distribution of the Guaranteed Investment Contract Fund (“GIC”). The First Reading for Board Policy 2515 took place at the March 14, 2014, regular Board of Trustees meeting. The Board will discuss and take action on the proposed Board Policy concerning use and distribution of the GIC fund.

Attached with this report is a corrected version of Board Policy 2515.

Need:

Allow discussion and take action regarding use and distribution of the GIC. The use and distribution of the GIC fund is within the subject matter jurisdiction of the Board of Trustees. Board Policies are a statement of intent of the Board on this specific issue.

Fiscal Impact: None

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

Legal Review: YES X NOT APPLICABLE ___

Reference for Agenda: YES X NO ___

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
BOARD POLICY

BOARD OF TRUSTEES

Chapter 2

**Use and Distribution of the Guaranteed
Investment Contract Fund (“GIC”)**

BP2515

The Principal of the Guaranteed Investment Contract Fund “GIC” shall not be used for General Fund Expense Budget items. Principal of the GIC shall not be used to cover any General Fund Expense Budget deficit.

Beginning school year 2019/2020, and for all subsequent years, the Interest earned on the Principal in the GIC shall not be used for General Fund Expense Budget items, nor to cover any General Fund Expense Budget deficit.

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

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

TOPIC: SECOND READ – BOARD POLICY 2520– PERCENTAGE OF BUDGET COMMITTED TO SALARY and BENEFITS

SUBMITTED BY: Trustees Brandon Wood and Lorrie Denson

APPROVED BY: Dennis Henderson, Board President *(for placement on the agenda only)*

Description/Background:

Proposed Board Policy 2520 – Percentage of Budget Committed to Salary and Benefits. The First Reading for Board Policy 2520 took place at the March 14, 2014, regular Board of Trustees meeting. The Board will discuss and take action on the proposed Board Policy concerning the percentage of budget committed to salary and benefits.

Attached with this report is a corrected version of Board Policy 2520.

Need:

Allow discussion and take action regarding the percentage of budget committed to salary and benefits. The issue of the budget is within the subject matter jurisdiction of the Board of Trustees. Board Policies are a statement of intent of the Board on this specific issue.

Fiscal Impact: None

Recommended Action: Approve the proposed Board Policy 2520 - Percentage of Budget Committed to Salary and Benefits.

Legal Review: YES X NOT APPLICABLE ___

Reference for Agenda: YES ___ X NO ___

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
BOARD POLICY

BOARD OF TRUSTEES

Chapter 2

Percentage of Budget Committed to Salary and Benefits

BP 2520

Beginning school year 2014/2015 the portion of the budget committed to salary and benefits shall not exceed 87% of the total budget. In school year 2015/2016 the portion of the budget committed to salary and benefits shall not exceed 85% of the total budget. In school year 2016/2017, and all subsequent years, the portion of the budget committed to salary and benefits shall not exceed 83% of the total budget.

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

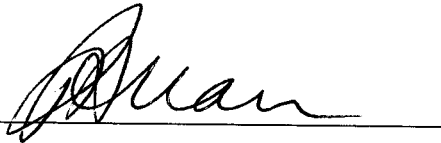
BOARD CONSENT ___ **BOARD ACTION** X **BOARD INFORMATION (no action required)** ___

TOPIC: VOTE FOR THE CCCT BOARD

SUBMITTED BY: Dennis Henderson, President, Board of Trustees

RECOMMENDED BY: Peter Allan

APPROVED BY: Peter Allan



Description/Background:

According to the February 27, 2014 letter from the CCLC,

“The election of members of the CCCT board of the League will take place between March 10 and April 25, 2014. There are seven (7) three-year vacancies on the board and one (1) year vacancy. Each member community college district board of the League shall have **one vote for each of the seven vacancies** on the CCCT board. Only one vote may be cast for any nominee or write-in candidate. The seven candidates who receive the most votes will serve three-year terms. In the event of a tie vote for the last position to be filled, the CCCT board will vote to break the tie.

The fourteen trustees who have been nominated for election to the CCCT board are listed on the attached sheets.

Need:

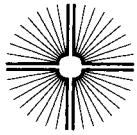
Fiscal Impact: None

Recommended Action:

It is recommended that the Board consider one vote for each of the seven vacancies for the CCCT board and take appropriate action.

Legal Review: YES ___ NOT APPLICABLE X

Reference for Agenda: YES X NO ___



**COMMUNITY COLLEGE LEAGUE
OF CALIFORNIA**

DATE: February 27, 2014
TO: California Community College Trustees
California Community College District Chancellors/Superintendents
FROM: Judy Centlivre, Executive Assistant
SUBJECT: CCCT BOARD ELECTION — 2014

Pursuant to the CCCT Board Governing Policies, the election of members of the CCCT board of the League will take place between March 10 and April 25. This year there are seven (7) three-year vacancies on the board and one (1) one-year vacancy.

Each member community college district board of the League shall have one vote for each of the eight vacancies on the CCCT board. Only one vote may be cast for any nominee or write-in candidate. The seven candidates who receive the most votes will serve three-year terms. The eighth top vote-getter will complete the term that was vacated by a CCCT member that did not seek re-election in her district last November. That term expires in 2015 and the candidate elected to complete that term will be eligible to run for re-election as an incumbent in 2015. In the event of a tie vote for the last position to be filled, the CCCT board will vote to break the tie.

The fourteen trustees who have been nominated for election to the board are listed on the enclosed sheet in the Secretary of State's random drawing order of February 3, 2014. An official ballot for the election is also enclosed in this mailing to each community college district governing board office, as well as copies of the statement of candidacy and biographic sketch form of each of the candidates.

Please remember that: **1) ballots must be signed by the board secretary and board president or vice-president; and 2) ballot return envelopes must have no identifying information or signatures.**

Although it is not required, you may want to send your ballots via certified mail as we will not have the ability to confirm receipt. Official ballots must be signed and returned to the League office, with a USPS **postmarked no later than April 25**. Faxed ballots will **not** be accepted. The ballots will be opened and counted by three tellers appointed by the CCCT board president and the results announced at the CCCT Annual Conference, May 1-2 in Newport Beach.

If you have any questions on the CCCT board election, please call the League office at (916) 444-8641.

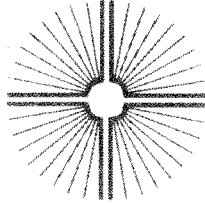
Attachments:

List of Candidates

CHANCELLORS/SUPERINTENDENTS (GOVERNING BOARD OFFICES) ONLY:

Official Ballot and Return Envelope

Candidates' Biographic Sketches and Statements



2014 CCCT BOARD ELECTION
CANDIDATES LISTED IN SECRETARY OF STATE'S
RANDOM DRAWING ORDER OF FEBRUARY 3, 2014

1. Richard Watters, Ohlone CCD
2. *Paul Gomez, Chaffey CCD
3. Adrienne Grey, West Valley-Mission CCD
4. Jeffrey Lease, San Jose-Evergreen CCD
5. Brent Hasteley, Yuba CCD
6. Pam Haynes, Los Rios CCD
7. Nathan Miller, Riverside CCD
8. *Jim Moreno, Coast CCD
9. Donna Ziel, Cabrillo CCD
10. Lorrie A. Denson, Victor Valley CCD
11. Stephen P. Blum, Ventura CCD
12. *Laura Casas, Foothill-DeAnza CCD
13. *Stephan Castellanos, San Joaquin Delta CCD
14. *Nancy Chadwick, Palomar CCD

* Incumbent



CCCT BOARD
NOMINATION FORM

Must be returned to the League office **postmarked no later than February 15, 2014**, along with the statement of candidacy and biographic sketch form. **Faxed material will not be accepted.**

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

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

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

Jane Browning FEB 10 2014
Signature of Clerk or Secretary of Governing Board



CCCT BOARD
STATEMENT OF CANDIDACY

Must be returned to the League office **postmarked no later than February 15, 2014** along with the nomination form and biographic sketch form. **Faxed material will not be accepted.**

CANDIDATE'S NAME: Richard Watters

DATE: 2/7/14

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

I think the two major issues CCCT and the League should focus on are: implementing the goals recommended by the Commission on the Future 2020 Vision and lobbying for California Community Colleges to grant baccalaureate degrees to accommodate the needs of students in particular areas and disciplines.

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

With my 20 years experience working in higher education and experience as a trustee, I can offer my strategic planning and project management skills to assist with the implementation of goals and actions plan, and to lobby the legislature for CCCT and League initiatives.



CCCT BOARD
BIOGRAPHIC SKETCH FORM

Must be returned to the League office **postmarked no later than February 15, 2014**, along with the nominating form and statement of candidacy. **Faxed material will not be accepted.**

PERSONAL

NAME: Richard Watters	DATE: 2/7/14
ADDRESS: 6887 Graham Avenue	CITY & ZIP CODE: Newark, CA 94560
PHONE: 510-648-4616	EMAIL: rwatters@ohlone.edu

EDUCATION

EDUCATION
CERTIFICATES/DEGREES: BA in English; BS in Hospitality & Tourism; MA in Higher Education Administration (in progress); California Licensed Realtor

PROFESSIONAL EXPERIENCE

PRESENT OCCUPATION: University Administrator
OTHER:

COMMUNITY COLLEGE ACTIVITIES

COLLEGE DISTRICT WHERE BOARD MEMBER: Ohlone Community College District
YEARS OF SERVICE ON LOCAL BOARD: 7
OFFICES AND COMMITTEE MEMBERSHIPS HELD ON LOCAL BOARD: President, Vice President, Audit Committee

STATE ACTIVITIES

(CCCT and other organizations boards, committees, workshop presenter, Chancellor's Committees, etc.)

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NATIONAL ACTIVITIES

(ACCT and other organizations, boards, committees, etc.)

Member and former board member, National Orientation Directors Association; Member, National Association of Student Personnel Administrators; Member, American College Personnel Association; Member, National Association of Campus Activities; Member, Association of College Unions -
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International; Member, Association of College and University Housing Officers - International.

CIVIC AND COMMUNITY ACTIVITIES

School Site Council, Bunker Elementary School; Superintendent's Advisory Council, Newark Unified School District.

OTHER



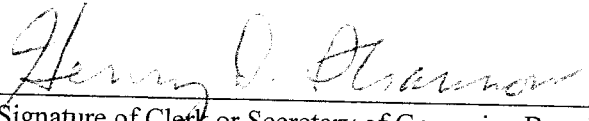
CCCT BOARD NOMINATION FORM

Must be returned to the League office **postmarked no later than February 15, 2014**, along with the statement of candidacy and biographic sketch form. **Faxed material will not be accepted.**

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

The governing board of the Chaffey Community
College District nominates Paul J. Gomez to be a
candidate for the CCCT Board.

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


Signature of Clerk or Secretary of Governing Board

CCCT BOARD STATEMENT OF CANDIDACY

Must be returned to the League office **postmarked no later than February 15, 2014** along with the nomination form and biographic sketch form. **Faxed material will not be accepted.**

CANDIDATE'S NAME: Paul J. Gomez DATE: 1/23/2014

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

The major issues and activities the Chancellor's Office, CCLC, and the CCCT Board should focus on are integration and implementation of key actionable strategies to improve student success and ameliorate the achievement gap, as identified in SB 1456. Participation in CCLC's Excellence in Trusteeship program also supports student success.

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

I can contribute because of my vast experience and knowledge to address student success and equity challenges. My specific experiences include the following: 24 years on a community college governing board; 28 years in municipal government; service on local, state and national boards; and founded non-profit and educational foundations.

CCCT BOARD BIOGRAPHIC SKETCH FORM

Must be returned to the League office **postmarked no later than February 15, 2014**, along with the nomination form and statement of candidacy. **Faxed material will not be accepted.**

PERSONAL

Name: Paul J. Gomez Date: 01/23/2014
Address: 8545 Calle Carabe
City: Rancho Cucamonga, CA Zip: 91730
Phone: 909-238-6444 909-652-6100
(home) (office)
E-Mail: pgomez177@roadrunner.com

EDUCATION

Certificates/Degrees: -Associate of arts degree, Bakersfield College
-Bachelor of arts degree, California State University, Los Angeles

PROFESSIONAL EXPERIENCE

Present Occupation: -Retired; City of Ontario, CA; City Manager's Office and Public Works Administration; 26 years
-City of South El Monte, CA; Community and Planning Assistant; 2 years

Other: _____

COMMUNITY COLLEGE ACTIVITIES

College District Where Board Member: Chaffey Community College District, Rancho Cucamonga, CA

Years of Service on Local Board: 24 years

Offices and Committee Memberships Held on Local Board: _____

President (4 terms); Vice President (7); Clerk (2); Board Liaison-District Budget; Member, ad-hoc committee
on trustee orientation and continuing education and development program; Chair, presidential search committee (2)

State Activities (CCCT and other organizations boards, committees, workshop presenter;
Chancellor's Committees, etc) -Nominee, 2nd Vice President, CCCT Board, 2014-15

-California Community College Board (CCCT), present
-Member, K-12 and community college committee on statewide vocational education

-Member, ACCJC accreditation team (2)

-Past vice-president and treasurer, California Association of Latino Community College Trustees (CALCCT)

-Awarded "Fulfilling the Trust Award" by Community College League of California. May 2011

National Activities (*ACCT and other organizations, boards, committees, etc.*): _____

-ACCT board member, 2001-2007, served on the following ACCT board committees: Finance and Audit, Governance and Bylaws, Member Communications and Education, and Public Policy

-Past president, ACCT Trust Fund Board

-Past president, Association of Latino Community College Trustees (ALCCT)

CIVIC AND COMMUNITY ACTIVITIES

-Founder and board member emeritus; The Esperanza Scholarship Foundation/Dollars for Scholars; awards academic scholarships and academic support programs to high school graduates and college-going students

-American Association of University Women, Ontario-Upland-Rancho Cucamonga branch, "Status of Women Award", 2008

-Member, Rotary Club of Rancho Cucamonga

-Congressional "Community Leadership Award," 2004

-Current President, Genealogical Society of Hispanic America-Southern California branch

-City of Upland Housing Authority Board of Commissioners

-Advisory committee for the local Osher Lifelong Learning Institute, an organization that provides learning experiences at a modest cost for people over age 50

OTHER

-Veteran, U.S. Army, 1965-68; Ft. Ord, CA, 1965-66; Republic of South Vietnam, 1966-67; and Ft. Bliss, TX, 1967-68

-Founding member, Inland Valley Trustees & CEO Association; consisting of the following CCDs: Chaffey, Riverside, Imperial, Palo Verde, Desert, Antelope Valley, San Bernardino, Mt. San Jacinto, Copper Mountain, Victor Valley, Barstow

-Founding member, San Gabriel/Foothill Association of Community Colleges consisting of the following colleges: Chaffey, Citrus, Glendale, Mt. San Antonio, Pasadena City, and Rio Hondo

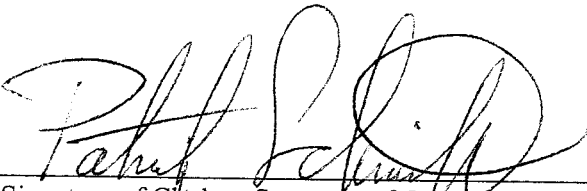
CCCT BOARD NOMINATION FORM

Must be returned to the League office **postmarked no later than February 15, 2014**, along with the statement of candidacy and biographic sketch form. **Faxed material will not be accepted.**

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

The governing board of the West Valley-Mission Community College District nominates Adrienne Grey to be a candidate for the CCCT Board.

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



Signature of Clerk or Secretary of Governing Board



CCCT BOARD
STATEMENT OF CANDIDACY

Must be returned to the League office **postmarked no later than February 15, 2014** along with the nomination form and biographic sketch form. **Faxed material will not be accepted.**

CANDIDATE'S NAME: Adrienne Grey

DATE: Feb 12, 2014

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

- Implement SSTF initiatives (transform ourselves, or be transformed), to protect our core mission of student success: college transfer, career/technical ed, and basic skills (close the opportunity gap).
- Foster additional funding sources, particularly untapped potential in foundation giving, so our colleges remain fiscally sound and affordable for all.

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

I am a pragmatic optimist who works collaboratively with others to understand issues and craft solutions. My deep gratitude for the opportunities afforded me by community colleges makes me an effective advocate and cheerleader for our CC system to legislators, business, and community leaders.

CCCT BOARD BIOGRAPHIC SKETCH FORM

Must be returned to the League office **postmarked no later than February 15, 2014**, along with the nominating form and statement of candidacy. **Faxed material will not be accepted.**

PERSONAL

NAME: Adrienne Grey	DATE: Feb 12, 2014
ADDRESS: 216 N 1st Street	CITY & ZIP CODE: Campbell, CA 95008
PHONE: 408-219-4896	EMAIL: Adrienne4WVMCCD@comcast.net

EDUCATION

EDUCATION
CERTIFICATES/DEGREES: B.S. Management - Golden Gate University Certified in Integrated Resources Management (CIRM) - APICS: The Association for Operations Management

PROFESSIONAL EXPERIENCE

PRESENT OCCUPATION: Supply Chain Consultant
OTHER: 30 year bio-tech and high-tech manufacturing career; management positions in finance, information systems, manufacturing operations, and materials/procurement

COMMUNITY COLLEGE ACTIVITIES

COLLEGE DISTRICT WHERE BOARD MEMBER: West Valley-Mission Community College District
YEARS OF SERVICE ON LOCAL BOARD: 5 years (elected 2008; reelected 2012)
OFFICES AND COMMITTEE MEMBERSHIPS HELD ON LOCAL BOARD: 2012 Campaign Chair Measure C \$350M Bond passed June 2012; 2012 BOT President; 2011 BOT Vice President; 2011 & 2013 Legislative Committee Chair; 2011/12 Data Dashboard Committee Member/Chair; 2010 Land Corporation President; 2010/2012/2014 Audit and Budget Oversight Committee Member; 2009 District Goal Alignment Committee

STATE ACTIVITIES

(CCCT and other organizations boards, committees, workshop presenter, Chancellor's Committees, etc.)

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NATIONAL ACTIVITIES

(ACCT and other organizations, boards, committees, etc.)

CIVIC AND COMMUNITY ACTIVITIES

Member Rotary Club of Campbell; Sponsorship Committee Chair; Membership Committee

Leadership Campbell Class of 2013

2011 Campbell Woman of Distinction Awardee - City of Campbell & Santa Clara County Office of Women's Policy

2005-2010: 3-Term CA State Democratic Party Delegate and 2-Term Executive Board Representative, Assembly District 24

2007-2008 Director of Voter Registration and Community Services - Santa Clara County Democratic Party Executive Board

2007 Madge Overhouse Awardee, Volunteer of the Year - Santa Clara County Democratic Party

2005-2006 Voter Registration Program Coordinator - Santa Clara County Democratic Party

OTHER

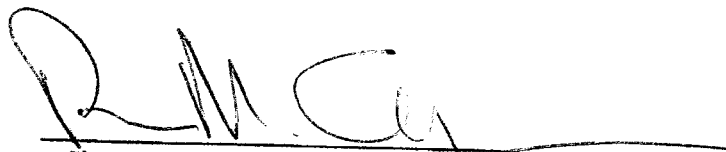
CCCT BOARD NOMINATION FORM

Must be returned to the League office **postmarked no later than February 15, 2014**, along with the statement of candidacy and biographic sketch form. **Faxed material will not be accepted.**

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

The governing board of the SAN JOSE / EVERGREEN Community
College District nominates DR. JEFFREY LEASE to be a
candidate for the CCCT Board.

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



Signature of Clerk or Secretary of Governing Board

CCCT BOARD STATEMENT OF CANDIDACY

Must be returned to the League office **postmarked no later than February 15, 2014** along with the nomination form and biographic sketch form. **Faxed material will not be accepted.**

CANDIDATE'S NAME: DR. JEFFREY LEASE DATE: 02-06-14

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

CONTINUE TO ADVOCATE FOR RESTORATION OF RESOURCES LOST DURING THE STATE BUDGET CRISIS, SO THAT COMMUNITY COLLEGE EDUCATION REMAINS ACCESSIBLE AND AFFORDABLE. MONITOR IMPLEMENTATION OF THE STUDENT SUCCESS ACT TO ENSURE RECOMMENDATION: DO NOT ADVERSELY AFFECT UNDERREPRESENTED STUDENTS OR BURDEN COLLEGES WITH UNFUNDED MANDATES. STRENGTHEN COMMUNITY COLLEGES THROUGH POLICY DEVELOPMENT.

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

HAVING AN EXCEPTIONAL ABILITY TO ANALYZE, COMPREHEND AND COMMUNICATE COMPLEX INFORMATION, AND A CLEAR UNDERSTANDING OF THE ROLE COMMUNITY COLLEGES PLAY IN TODAY'S HIGHER EDUCATION, I AM DEEPLY COMMITTED TO IMPROVING STUDENT ACCESS AND SUCCESS BY UTILIZING TECHNOLOGY, INNOVATION, COLLABORATION, AND A TEAM EFFORT TO ACHIEVE A COMMON GOAL.

CCCT BOARD BIOGRAPHIC SKETCH FORM

Must be returned to the League office postmarked no later than February 15, 2014, along with the nomination form and statement of candidacy. Faxed material will not be accepted.

PERSONAL

Name: DR. JEFFREY LEASE Date: 02-06-14
Address: 1288 PEMBRIDGE DRIVE
City: SAN JOSE Zip: 95118
Phone: 408-365-4750 (HOME) CELL (OFFICE)
E-Mail: JEFFREY.LEASE@SJECCD.EDU

EDUCATION

Certificates/Degrees: DOCTOR OF CHIROPRACTIC
BS - COMMERCIAL RECREATION ADMINISTRATION
CERTIFIED KINESIO TAPING INSTRUCTOR

PROFESSIONAL EXPERIENCE

Present Occupation: DOCTOR OF CHIROPRACTIC - OWNER
OF PRIVATE PRACTICE - IN Motion Chiropractic & Lifestyle
Other: CERTIFIED KINESIO TAPING INSTRUCTOR

COMMUNITY COLLEGE ACTIVITIES

College District Where Board Member: SAN JOSE / EVERGREEN

Years of Service on Local Board: 3

Offices and Committee Memberships Held on Local Board: BOARD PRESIDENT - CURRENT
COMMITTEES - STUDENT SUCCESS, ACCREDITATION,

LAND DEVELOPMENT, AUDIT, FOUNDATION BOARD,
LEGISLATIVE, PAST VICE PRESIDENT, COUNTY COMMITTEE ON
State Activities (CCCT and other organizations boards, committees, workshop presenter;
Chancellor's Committees, etc WORKSHOP PRESENTER - CCCT & ERP CONFERENCES

- TOPICS: ① 360 BOARD SELF-EVALUATION CREATION & IMPLEMENTATION
② A RESPONSIBLE AND RESPONSIVE DEFINITION OF STUDENT SUCCESS
③ TAILORING STUDENT SUCCESS ACT IMPLEMENTATION TO MEET
UNDERSERVED STUDENTS' NEEDS

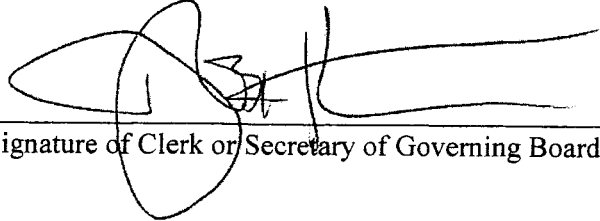
CCCT BOARD NOMINATION FORM

Must be returned to the League office **postmarked no later than February 15, 2014**, along with the statement of candidacy and biographic sketch form. **Faxed material will not be accepted.**

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

The governing board of the _____ Yuba _____ Community
College District nominates _____ Brent Hastey _____ to be a
candidate for the CCCT Board.

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



Signature of Clerk or Secretary of Governing Board

CCCT BOARD
STATEMENT OF CANDIDACY

Must be returned to the League office **postmarked no later than February 15, 2014** along with the nomination form and biographic sketch form. **Faxed material will not be accepted.**

CANDIDATE'S NAME: Brent Hastey DATE: February 13, 2014

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

I pledge to work cooperatively and collaboratively
with community college colleagues throughout California
to reduce the cost of a college degree, to improve
matriculation rates, and to improve access, affordability
and services for all students. I will also work toward a
fuller integration of technology to better serve student
needs.

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

I bring my extensive experience in local government, my
working knowledge of the legislative process, and my
commitment to maintaining affordability for all California
college students. I envision an expanded partnership
with K-12 districts, UC, CSU and the private sector to
create clear and open pathways for improved student success.

CCCT BOARD BIOGRAPHIC SKETCH FORM

Must be returned to the League office **postmarked no later than February 15, 2014**, along with the nominating form and statement of candidacy. **Faxed material will not be accepted.**

PERSONAL

NAME: BRENT HASTEY	DATE:
ADDRESS: 3024 Plumas-Arboga Road	CITY & ZIP CODE: Olivehurst, CA 95961
PHONE: 530-400-1992 (Cell) 530-741-3223 (Home)	EMAIL: bhastey@gmail.com

EDUCATION

EDUCATION
CERTIFICATES/DEGREES: AA Yuba College BS Golden Gate University

PROFESSIONAL EXPERIENCE

PRESENT OCCUPATION: Owner of Plumas Lake Self Storage Adjunct instructor for Central Texas College
OTHER:

COMMUNITY COLLEGE ACTIVITIES

COLLEGE DISTRICT WHERE BOARD MEMBER: Yuba Community College District
YEARS OF SERVICE ON LOCAL BOARD:
OFFICES AND COMMITTEE MEMBERSHIPS HELD ON LOCAL BOARD: Board President 2013 and 2012 Board Vice President 2011 Clerk of the Board 2010 Governing Board's Policy Committee 2014 Governing Board's Finance Committee 2013

STATE ACTIVITIES

(CCCT and other organizations boards, committees, workshop presenter, Chancellor's Committees, etc.)

Workshop Presenter with YCCD Chancellor Douglas Houston at:

- (1) Community College League of California's Annual Trustee Conference, November 22, 2013
Presentation: "New Trustee Orientation"
- (2) Rural Community College Alliance, September 26, 2013
Presentation: "A Rural Community College Collaborative - Rural Colleges Play Their Part in Statewide Reforms"

NATIONAL ACTIVITIES

(ACCT and other organizations, boards, committees, etc.)

CIVIC AND COMMUNITY ACTIVITIES

Public Member of the Yuba County Local Agency Formation Commission (LAFCO)
South Yuba Rotary Sunrise, Past President
Yuba County Board of Supervisors 1993 - 2001
Yuba County Water Agency 1993 - 2001
Sacramento Area Council of Governments, Past Chairperson

OTHER

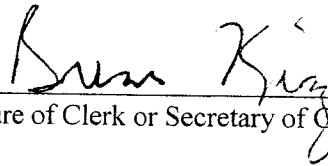
CCCT BOARD NOMINATION FORM

Must be returned to the League office **postmarked no later than February 15, 2014**, along with the statement of candidacy and biographic sketch form. **Faxed material will not be accepted.**

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

The governing board of the Los Rios Community College District nominates Pam Haynes to be a candidate for the CCCT Board.

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



Signature of Clerk or Secretary of Governing Board

CCCT BOARD STATEMENT OF CANDIDACY

Must be returned to the League office **postmarked no later than February 15, 2014**, along with the nominating form and statement of candidacy. **Faxed material will not be accepted.**

CANDIDATE'S NAME: Pam Haynes

DATE: February 13, 2014

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

There are three top priorities for California's community colleges:

- Close the persistent achievement gap among Latino and African-American students
- Scale up and integrate the most successful, data-proven basic skills and "Student Success" courses and programs
- Advocate for an equity agenda (increased funding, engagement and alignment with K-12, UC and CSU)

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

My work experience includes:

- Researching and analyzing K-12, higher education, labor and workforce development issues and policies for the Assembly speaker and Democratic caucus
- Developing and managing a literacy-focused afterschool program for low-income, at-risk students
- Designing, developing and implementing successful legislative advocacy campaigns that include partnering with under-represented communities

**CCCT BOARD
BIOGRAPHIC SKETCH FORM**

Must be returned to the League office **postmarked no later than February 15, 2014**, along with the nominating form and statement of candidacy. **Faxed material will not be accepted.**

PERSONAL

NAME: Pam Haynes	DATE: February 13, 2014
ADDRESS: 1169 Brownwyk Drive	CITY & ZIP CODE: Sacramento, 95822
PHONE: (916) 752-5860	EMAIL: pamhaynes@sbcglobal.net

EDUCATION

CERTIFICATE/DEGREES: AA, Santa Monica City College; BA, UCLA; MPA, Harvard University

PROFESSIONAL EXPERIENCE

PRESENT OCCUPATION: Recently retired
OTHER: Deputy Director, Speaker's Floor Analysis and Research, California State Assembly

COMMUNITY COLLEGE ACTIVITIES

COLLEGE DISTRICT WHERE BOARD MEMBER SERVES: Los Rios Community College District
YEARS OF SERVICE ON LOCAL BOARD: 15
OFFICES AND COMMITTEE MEMBERSHIPS HELD ON LOCAL BOARD: Board President: 2003, 2009, 2013 Board Vice President: 2002, 2008, 2012 Los Rios Foundation Board: 2009, 2010, 2011, 2012, 2013 Chancellor's Search Committee: 2012

STATE ACTIVITIES

(CCCT and other organizations boards, committees, workshop presenter, Chancellor's Committees, etc.)

California Community College Trustees (CCCT)
--

NATIONAL ACTIVITIES

(ACCT and other organizations, boards, committees, etc.)

Association of Community College Trustees (ACCT)
--

CIVIC AND COMMUNITY ACTIVITIES

American Leadership Fellowship (ALF) Class XVII, African American Leadership Coalition, Sacramento Black Chamber
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OTHER

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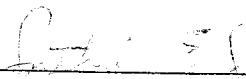
CCCT BOARD
NOMINATION FORM

Must be returned to the League office **postmarked no later than February 15, 2014**, along with the statement of candidacy and biographic sketch form. **Faxed material will not be accepted.**

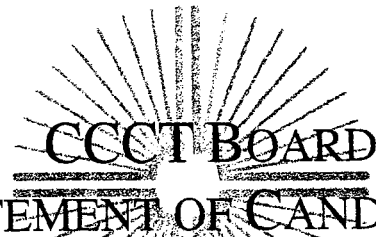
Mail to:
CCCT Board Nominations
Community College League of California
2017 "O" Street
Sacramento, CA 95811

The governing board of the Riverside Community
College District nominates Trustee Nathan Miller to be a
candidate for the CCCT Board.

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



Signature of Clerk or Secretary of Governing Board
Cynthia E. Azari, Ed.D.
Interim Chancellor



CCCT BOARD
STATEMENT OF CANDIDACY

Must be returned to the League office **postmarked no later than February 15, 2014** along with the nomination form and biographic sketch form. **Faxed material will not be accepted.**

CANDIDATE'S NAME: Nathan Miller DATE: 1/ /14

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

Spearhead efforts to close the gap between graduation rates and college
readiness via the Student Success Initiative and legislation that allows for
funding streams that promote greater local autonomy and the flexibility
necessary to meet the needs of students. We must oversee the responsible
transition and application of Adult Education.

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

Extensive experience and familiarity with the legislative process.
Relationship and coalition building skills as well as specific relationships
gained through experience working within the body of the CA State Legislature.
Advanced skills and knowledge of computer technological advances as applied to
systems efficiency and modern student cultural behaviors and practices.

CCCT BOARD
BIOGRAPHIC SKETCH FORM

Must be returned to the League office **postmarked no later than February 15, 2014**, along with the nomination form and statement of candidacy. **Faxed material will not be accepted.**

PERSONAL

Name: Nathan Miller Date: 2/09/13
Address: 1436 Evergreen Lane
City: Corona Zip: 92879
Phone: (213) 926-3331 (951) 505-2594
(home) (office)
E-Mail: nathan.miller@rccd.edu

EDUCATION

Certificates/Degrees: Bachelor's Degree Political Science, Completed intermediate coursework in Physics and Astronomy.

PROFESSIONAL EXPERIENCE

Present Occupation: Riverside County Building Industry Association, Director of Government Affairs.

Other: _____

COMMUNITY COLLEGE ACTIVITIES

College District Where Board Member: Riverside Community College District

Years of Service on Local Board: One (1)

Offices and Committee Memberships Held on Local Board: Chair of Facilities Committee
Chair of Chancellor Search Committee, Officer - Secretary of the Board

State Activities (CCCT and other organizations boards, committees, workshop presenter; Chancellor's Committees, etc) _____

National Activities (*ACCT and other organizations, boards, committees, etc.*): _____

CIVIC AND COMMUNITY ACTIVITIES

Chambers of Commerce Membership - Greater Corona Valley Chamber of
Commerce, Norco Chamber of Commerce, Corona Hispanic Chamber of Commerce.
Corona Norco Parent Teachers Association, 2012/2013 San Bernardino County
Superintendent of Schools - Family/Community Action Planning Committee

OTHER

BIA Biography

Nathan Miller currently works as Director of Governmental Affairs for the Riverside County Building Industry Association (BIA). In this capacity Nathan Miller advocates for pro-homeownership policies throughout Western Riverside County providing opportunities for affordable housing and works directly in all levels with local government. Nathan Miller comes to the BIA Riverside County Chapter having most recently served as District Director to 40th District Assemblyman Mike Morrell. Nathan is widely recognized in the Assembly for his District Office model. His "Best Practices" Playbook is now utilized by several Assembly District Offices throughout the California State Legislature.

Nathan attended California Polytechnic University, Pomona and received a Bachelor's Degree in Political Science with completed coursework in physics prior to transferring from Loyola Marymount University.

Nathan is a California native, born and raised in Los Angeles, he later moved to the Beach Cities area until later moving to the Inland Empire with his family. Nathan is married to Heather, a Norco native and together they live in Corona with their three children: Max, Michelle and Alexander.

Most recently Nathan was elected as Trustee for the Riverside Community College District in November 2012. He currently serves as Chair of the Riverside Community College District Facilities Committee, Chair of the Chancellor Search Committee and is a Board Officer serving as Secretary.

Nathan always seeks to spearhead efforts to close the gap between graduation rates and college readiness. He believes that local solutions serve students interests best and greater local autonomy allows for any Community College District the flexibility necessary to meet the needs of students where they are at when walk through the doors of our institutions. Community Colleges are our best chance of improving educational standards in California and instilling essential confidence in students that will allow them to succeed with greater independence.

His past positions include serving as Field Representative in the California State Legislature and for the Congressional House of Representatives. His duties there included working with community and business leaders as well as various organizations on issues ranging from transportation and infrastructure to education.



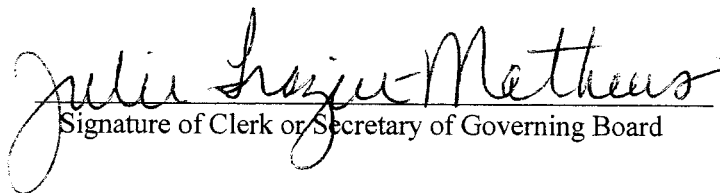
CCCT BOARD
NOMINATION FORM

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

The governing board of the Coast Community College District nominates Trustee Jim Moreno to be a candidate for the CCCT Board.

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


Signature of Clerk or Secretary of Governing Board



CCCT BOARD
STATEMENT OF CANDIDACY

Must be returned to the League office **postmarked no later than February 15, 2014** along with the nomination form and biographic sketch form. **Faxed material will not be accepted.**

CANDIDATE'S NAME: Trustee Jim Moreno

DATE: February 5, 2014

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

Given demands of the global market, CCCT and the League should continue to focus on career technical education matters to support our economy. We must demonstrate leadership by building alliances with industry, developing cutting-edge curricula, and maintaining ties to businesses in order to provide the greatest opportunities.

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

My many years of public service experience, years as Chair of our District's Career & Technical Education Committee, and expertise in budgeting will afford me the opportunity to advocate for the needs of our colleges, to stress the importance of workforce development, and to connect with industry leaders on all levels.



CCCT BOARD
BIOGRAPHIC SKETCH FORM

Must be returned to the League office **postmarked no later than February 15, 2014**, along with the nominating form and statement of candidacy. **Faxed material will not be accepted.**

PERSONAL

NAME: Trustee Jim Moreno	DATE: February 5, 2014
ADDRESS: 15262 Stanford Lane	CITY & ZIP CODE: Huntington Beach 92647
PHONE: 714 438 4848	EMAIL: jmoreno@ccd.edu

EDUCATION

CERTIFICATES/DEGREES: Graduate Degree in Public Administration, Cal State Northridge. Bachelor of Arts, California State Long Beach.

PROFESSIONAL EXPERIENCE

PRESENT OCCUPATION: Coast Community College District Trustee
OTHER: Served as Chief Deputy to a Member of the L.A. County Board Supervisors

COMMUNITY COLLEGE ACTIVITIES

COLLEGE DISTRICT WHERE BOARD MEMBER: Coast Community College District.
YEARS OF SERVICE ON LOCAL BOARD: Elected to the Board in November 2006, Re-elected Nov 2010
OFFICES AND COMMITTEE MEMBERSHIPS HELD ON LOCAL BOARD: Board President 2009 and 2012; Board Clerk 2010; Board Vice President 2011. Currently member of Board of Trustees' Personnel and Land Development Committees, and Member of Nominating Committee for Orange County School District Organization. Prior Chair of Board of Trustees' Audit and Budget Committee (2009-2013) and Career & Technical Education Committee (2009-2013).

STATE ACTIVITIES

(CCCT and other organizations boards, committees, workshop presenter, Chancellor's Committees, etc.)

CCCT Board Member 2011 - Present. Past Member Advisory Committee on Education Services 2008-2012.

NATIONAL ACTIVITIES

(ACCT and other organizations, boards, committees, etc.)

ACCT National Conference Member, Workshop Presenter, National Leadership Summit Fall 2009.

CIVIC AND COMMUNITY ACTIVITIES

Former member Coastline Community College Paralegal Advisory Board; Past Chairman Citizen Participation Advisory Board for City of Huntington Beach; Past Board Member Orange County Legislative Task Force; Volunteer Live Oak Adult Literacy Program; Member of the CHP Community Advisory Board.

OTHER

Author "Establishing Budget Transparency at the Coast Community College District" within ACCT Trustee Quarterly, Winter 2009; Author, Op-Ed "State Budget Raises Student Fees at Coast Community Colleges" July 2009; Author, Op-Ed "Colleges Need Support from Residents, State" Daily Pilot Newspaper, October 13, 2009.



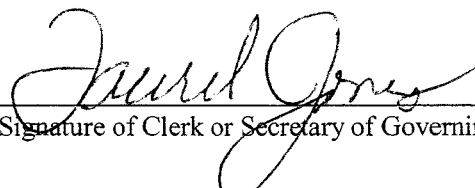
CCCT BOARD NOMINATION FORM

Must be returned to the League office **postmarked no later than February 15, 2014**, along with the statement of candidacy and biographic sketch form. **Faxed material will not be accepted.**

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

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

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



Signature of Clerk or Secretary of Governing Board

CCCT BOARD STATEMENT OF CANDIDACY

Must be returned to the League office **postmarked no later than February 15, 2014** along with the nomination form and biographic sketch form. **Faxed material will not be accepted.**

CANDIDATE'S NAME: DONNA ZIEL DATE: FEBRUARY 13, 2014

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

WE MUST MAINTAIN THE BROADEST POSSIBLE ACCESS UNDER THE STUDENT SUCCESS ACT AND MAINTAIN THE SPIRIT OF THE MASTER PLAN. GIVEN THE BROAD MISSION OF CALIFORNIA'S COMMUNITY COLLEGES, WE SHOULD SUPPORT OUR CAMPUSES IN MEETING THE COMPONENTS OF THAT MISSION THROUGH THE MOST EFFICIENT USE OF RESOURCES.

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

MY PROFESSIONAL EXPERIENCE IN CALIFORNIA HIGHER EDUCATION HAS FOCUSED ON SUPPORTING STUDENTS IN FINDING THEIR WAY TO SUCCESSFULLY REACH THEIR EDUCATIONAL GOALS. I WILL CONTRIBUTE KNOWLEDGE OF THE CALIFORNIA COMMUNITY COLLEGE AND STATE UNIVERSITY SYSTEMS, INCLUDING, MOST IMPORTANTLY, THEIR RELATIONSHIPS THAT BENEFIT OUR STUDENTS AND OUR TAXPAYERS.

**CCCT BOARD
BIOGRAPHIC SKETCH FORM**

Must be returned to the League office postmarked no later than February 15, 2014, along with the nomination form and statement of candidacy. **Faxed material will not be accepted.**

PERSONAL

Name: DONNA ZIEL Date: February 13, 2014
Address: 8121 FREMONT AVENUE
City: BEN LOMOND Zip: 95005
Phone: 831. 336. 5043 N/A
(home) (office)
E-Mail: ZIELD43@yahoo.com

EDUCATION

Certificates/Degrees: B.A. HISTORY WITH DEPT. HONORS AND
UNIVERSITY DISTINCTION, SAN JOSE STATE UNIVERSITY,
1973
M.A. HISTORY, SAN JOSE STATE UNIVERSITY, 1979

PROFESSIONAL EXPERIENCE

Present Occupation: RETIRED

Other: SAN JOSE STATE UNIVERSITY 1973-2003
ASSOC. AND INTERIM DIR., STUDENT OUTREACH + RECRUITMENT
ASSOC. DIR. SJSU MONTEREY COUNTY CAMPUS, SALINAS, CA
DIR., STUDENT ADVISEMENT CENTER FOR SJSU'S TRI-COUNTY
ACADEMIC ADVISOR, SJSU HUMANITIES DEPARTMENT PROGRAM

COMMUNITY COLLEGE ACTIVITIES

College District Where Board Member: CABRILLO

Years of Service on Local Board: 3+

Offices and Committee Memberships Held on Local Board: VICE CHAIR - CURRENT.
CLERK - 2013; ASSISTED WITH PRESIDENTIAL SEARCH; BOARD
LIASON TO TRANSFER ADVISORY; STUDENT HEALTH SERVICES, AND
VETERANS SERVICES ADVISORY COMMITTEES

State Activities (CCCT and other organizations boards, committees, workshop presenter;
Chancellor's Committees, etc)

National Activities (ACCT and other organizations, boards, committees, etc.): _____

CIVIC AND COMMUNITY ACTIVITIES

SANTA CRUZ COUNTY WOMEN'S COMMISSION 1984-89. Co-Chair 1985-86

VALLEY WOMEN'S CLUB - BOARD MEMBER 1994-2013. PAST Co-CHAIR,
VICE-CHAIR. CHAIR EDUCATION COMMITTEE, MEMBER SCHOLARSHIP Cmte.

SANTA CRUZ COUNTY GRAND JURY 2002-03.

SAN JOSE STATE ALUMNI ASSOCIATION - SANTA CRUZ CHAPTER -
2000-2012; PRESIDENT 2010-2012 + 2007-09. CHAIR -
SCHOLARSHIP COMMITTEE 2008 - PRESENT

SAN LORENZO VALLEY WATER DISTRICT EDUCATION COMMISSION 2005 -
PRESENT. CHAIR 2013 - PRESENT

SANTA CRUZ COUNTY COMMUNITY FOUNDATION BOARD 2004-2012
CHAIR AND MEMBER SCHOLARSHIP COMMITTEE 2006 - PRESENT

OTHER

CALIFORNIA STATE UNIVERSITY ADMINISTRATIVE FELLOW 1980-81

WHO'S WHO IN CALIFORNIA - 1989

HAMMER - MARCELM AWARD, 2009 - OUTSTANDING COMMUNITY SERVICE

PROFESSIONAL ORGANIZATIONS:

NATIONAL ASSN. STUDENT PERSONNEL ADMINISTRATORS - NATIONAL
AND STATE CONFERENCE PRESENTER

NATIONAL ASSOCIATION OF ACADEMIC ADVISORS - NATIONAL
AND STATE CONFERENCE PRESENTER

CALIFORNIA WOMEN IN HIGHER EDUCATION - CSU BOARD
REPRESENTATIVE. STATEWIDE PRESIDENT

CALIFORNIA ADVOCATES FOR Re-entry EDUCATION - CSU
BOARD REPRESENTATIVE, STATEWIDE PRESIDENT.



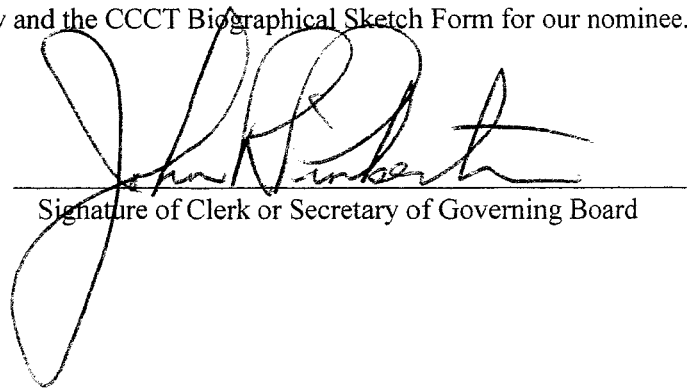
CCCT BOARD NOMINATION FORM

Must be returned to the League office **postmarked no later than February 15, 2014**, along with the statement of candidacy and biographic sketch form. **Faxed material will not be accepted.**

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

The governing board of the Victor Valley College Dist Community
College District nominates John A. Roberts to be a
candidate for the CCCT Board.

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



Signature of Clerk or Secretary of Governing Board

CCCT BOARD
STATEMENT OF CANDIDACY

Must be returned to the League office **postmarked no later than February 15, 2014** along with the nomination form and biographic sketch form. **Faxed material will not be accepted.**

CANDIDATE'S NAME: Forie A. Jensen DATE: 1/21/14

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

I believe due to the revolving (election of trustees) door, training on the board, role is a mandatory & constant need. Continued training & workshops regarding ^{the} student prep for college, including student continued success. Assistance on maintaining a fiscally sound budget to protect the & support college growth.

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

I have the passion & time to participate actively in the planning & execution of workshops, conferences & ^{classes} leadership as an educator I will do my best to ensure that learning is available, accessible & affordable for all of community. Knowledge is power.

CCCT BOARD BIOGRAPHIC SKETCH FORM

Must be returned to the League office **postmarked no later than February 15, 2014**, along with the nomination form and statement of candidacy. **Faxed material will not be accepted.**

PERSONAL

Name: Jocari A Janson Date: 1/21/14
Address: 13012 San Ysidro St
City: Victorville Zip: 92392
Phone: 760-961-0064 (home) (office)
E-Mail: jocari.janson@gmail.com

EDUCATION

Certificates/Degrees: Bachelors Elementary Education
Master Educational Administration

PROFESSIONAL EXPERIENCE

Present Occupation: Unemployed since 8/13 Charter
Teacher VESD 10yrs; Facilitator 3yrs Excessor Charter
Other: School

COMMUNITY COLLEGE ACTIVITIES

College District Where Board Member: Victor Valley Community
Years of Service on Local Board: 3yrs
Offices and Committee Memberships Held on Local Board: President, Vice
President, Clerk

State Activities (CCCT and other organizations, boards, committees, workshop presenter;
Chancellor's Committees, etc) Attended SBC School Board Assoc

National Activities (ACCT and other organizations, boards, committees, etc.): N/A

CIVIC AND COMMUNITY ACTIVITIES

Very active in non denominational and not profit organizations. A + educational youth ministries etc

Selected as a Member, Visionary Leader 2012

OTHER

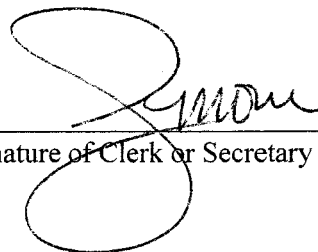
CCCT BOARD NOMINATION FORM

Must be returned to the League office **postmarked no later than February 15, 2014**, along with the statement of candidacy and biographic sketch form. **Faxed material will not be accepted.**

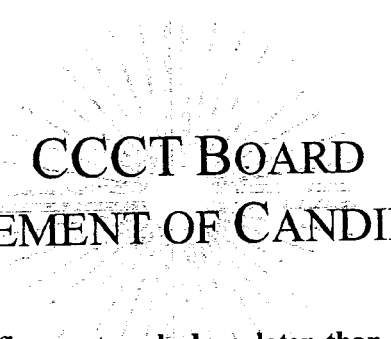
Mail to:
CCCT Board Nominations
Community College League of California
2017 "O" Street
Sacramento, CA 95811

The governing board of the Ventura County Community College District nominates Stephen P. Blum to be a candidate for the CCCT Board.

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



Signature of Clerk or Secretary of Governing Board



CCCT BOARD
STATEMENT OF CANDIDACY

Must be returned to the League office **postmarked no later than February 15, 2014** along with the nomination form and biographic sketch form. **Faxed material will not be accepted.**

CANDIDATE'S NAME: Stephen P. Blum

DATE: February 13, 2014

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

The major issues of California's community colleges are: increasing student success; increasing the number of degrees, transfers, and certificates awarded; improving college readiness and remediation; increasing and improving workforce development; improving collaboration with other educational systems; maintaining access; adequate funding; and maintaining and/or increasing educational quality while addressing multiple missions.

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

I can contribute because I'm an attorney who has spent his career as a classroom teacher, coach, teachers' union president, and board member. I have a vast understanding of California's education system and excel at forging consensus and compromise. I am easygoing with a good sense of humor.



CCCT BOARD BIOGRAPHIC SKETCH FORM

Must be returned to the League office **postmarked no later than February 15, 2014**, along with the nominating form and statement of candidacy. **Faxed material will not be accepted.**

PERSONAL

NAME: Stephen P. Blum	DATE: February 13, 2014
ADDRESS: 505 Briarwood Terrace	CITY & ZIP CODE: Ventura, CA 93001
PHONE: (905) 660-8959	EMAIL: blumper2@gmail.com

EDUCATION

CERTIFICATES/DEGREES: Bachelor's Degree, History, California Lutheran University; Master's Degree, Education, California Lutheran University; and Juris Doctorate, Ventura College of Law.

PROFESSIONAL EXPERIENCE

PRESENT OCCUPATION: Attorney, Education and Criminal Law
OTHER: Twenty-five years as a teacher at Buena High School, Foothill Technology High School, and Ventura Adult Education; 22 years coaching cross-country and track; and 12 years serving as Ventura Unified Education Association President.

COMMUNITY COLLEGE ACTIVITIES

COLLEGE DISTRICT WHERE BOARD MEMBER: Ventura County Community College District
YEARS OF SERVICE ON LOCAL BOARD: Seven
OFFICES AND COMMITTEE MEMBERSHIPS HELD ON LOCAL BOARD: Chair; Vice Chair; Policy Committee Chair; Capital Planning Chair; Finance Committee Chair; Legislative Committee; and Planning, Accreditation, and Student Success Committee.

STATE ACTIVITIES

(CCCT and other organizations boards, committees, workshop presenter, Chancellor's Committees, etc.)

Tri-Counties Education Coalition member; Vanguard University Education Law Professor; and Ventura College of Law Professor.

NATIONAL ACTIVITIES

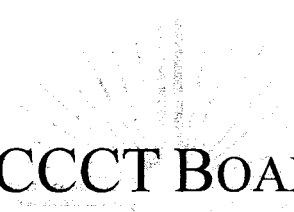
(ACCT and other organizations, boards, committees, etc.)

Three-time delegate to National Education Association Representative Assembly.

CIVIC AND COMMUNITY ACTIVITIES

Grey Law Attorney and past board member; and Segue past board member.

OTHER



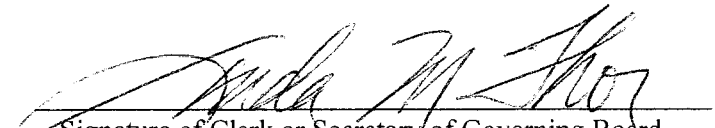
CCCT BOARD
NOMINATION FORM

Must be returned to the League office **postmarked no later than February 15, 2014**, along with the statement of candidacy and biographic sketch form. **Faxed material will not be accepted.**

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

The governing board of the Foothill-De Anza Community College District nominates Laura Casas to be a candidate for the CCCT Board.

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



Signature of Clerk or Secretary of Governing Board
**Linda M. Thor, Secretary, Board of Trustees
Foothill-De Anza Community College District**



CCCT BOARD
STATEMENT OF CANDIDACY

Must be returned to the League office **postmarked no later than February 15, 2014** along with the nomination form and biographic sketch form. **Faxed material will not be accepted.**

CANDIDATE'S NAME: Laura Casas

DATE: 1/13/2014

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

Bridge the achievement gap
Student equity, success, and completion
Transfer increase to four-year institutions
Success in online education
Support science, technology, engineering, and math
Support the arts
Increase delivery and efficiency of support services
Expand adult education
Increase dual enrollment

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

My contribution to the CCCT Board and the vast legislative and leadership experience will be used to improve, manage, and promote the financial health of our institution and the success of our students. Opportunity belongs to those who seek its gift.

CCCT BOARD BIOGRAPHIC SKETCH FORM

Must be returned to the League office **postmarked no later than February 15, 2014**, along with the nominating form and statement of candidacy. **Faxed material will not be accepted.**

PERSONAL

NAME: Laura Casas	DATE: 1-13-14
ADDRESS: 1957 Amalfi Way	CITY & ZIP CODE: Mountain View 94040
PHONE: 650-906-1514	EMAIL: lauracasacc@gmail.com

EDUCATION

EDUCATION
CERTIFICATES/DEGREES: Juris doctorate - University of Santa Clara, Law B.A., Political Science - California State University, Northridge

PROFESSIONAL EXPERIENCE

PRESENT OCCUPATION: Education advocate
OTHER: Senior Claims Representative - Legal department for international commercial liability carrier

COMMUNITY COLLEGE ACTIVITIES

COLLEGE DISTRICT WHERE BOARD MEMBER: Foothill-De Anza Community College District
YEARS OF SERVICE ON LOCAL BOARD: Eight years (2005 - present)
OFFICES AND COMMITTEE MEMBERSHIPS HELD ON LOCAL BOARD: President and vice president of Board, member of Audit and Finance Committee, Trustee Scholarship Committee, Legislative Committee, and Foundation Board.

STATE ACTIVITIES

(CCCT and other organizations boards, committees, workshop presenter, Chancellor's Committees, etc.)

Past representative of State Community College League of California Board Past chair of State Legislative Committee of League Member of the California Community College Trustee Board
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NATIONAL ACTIVITIES

(ACCT and other organizations, boards, committees, etc.)

Hispanics Organized for Political Equality (HOPE) graduate - Represented HOPE in advocating/lobbying in Washington, D.C., for the DREAM Act. Support of legalization and citizenship for undocumented students who have grown up in the United States.
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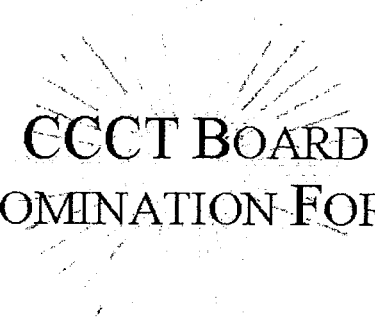
CIVIC AND COMMUNITY ACTIVITIES

Board member Children Now, a national organization where children are a public policy priority.
Board member ALearn, a grass roots organization committed to helping underrepresented students get to and succeed in college.
Puente Project - Statewide academic program with goal of college success.

OTHER

Past

League of Women Voters Education Committee for Santa Clara County
Co-founder - Battered Women's Shelter
Legislative Director - PTA 6th District, Santa Clara County
Chair - Adelante Conference supporting low income high school students in seeking higher education



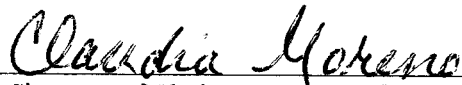
CCCT BOARD NOMINATION FORM

Must be returned to the League office **postmarked no later than February 15, 2014**, along with the statement of candidacy and biographic sketch form. **Faxed material will not be accepted.**

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

The governing board of the San Joaquin Delta Community
College District nominates Stephan Castellanos to be a
candidate for the CCCT Board.

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



Signature of Clerk or Secretary of Governing Board



CCCT BOARD
STATEMENT OF CANDIDACY

Must be returned to the League office **postmarked no later than February 15, 2014** along with the nomination form and biographic sketch form. **Faxed material will not be accepted.**

CANDIDATE'S NAME: Stephen Castellanos

DATE: February 12, 2014

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

I believe that the two significant areas of focus for the CCCT will continue to be budget restoration and student success. Additionally, the concerns that are developing around the accreditation process deserves attention.

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

My experience as an appointed state official has given me a unique perspective and understanding of state government. As a lifelong Central Valley resident, with its rural areas, provides a voice that is needed. As an architect/business owner, I understand the importance of good facilities that contribute to education.

CCCT BOARD BIOGRAPHIC SKETCH FORM

Must be returned to the League office **postmarked no later than February 15, 2014**, along with the nomination form and statement of candidacy. **Faxed material will not be accepted.**

PERSONAL

Name: Stephan Castellanos Date: February 12, 2014
Address: 8115 Highway 26
City: Valley Springs, CA Zip: 95252
Phone: 209-481-9678
(home) (office)
E-Mail: scastellanos@deltacollege.edu

EDUCATION

Certificates/Degrees: Bachelor of Architecture, California Polytechnic State University

PROFESSIONAL EXPERIENCE

Present Occupation: Executive Director, California Commission on Disability Access,

Other: Partner, Derivi Castellanos Architects, California State Architect

COMMUNITY COLLEGE ACTIVITIES

College District Where Board Member: _____

Years of Service on Local Board: 5

Offices and Committee Memberships Held on Local Board: Chair, Vice Chair

State Activities (CCCT and other organizations boards, committees, workshop presenter;
Chancellor's Committees, etc) Member, CCCT

National Activities (*ACCT and other organizations, boards, committees, etc.*): _____

CIVIC AND COMMUNITY ACTIVITIES

Member, American Institute of Architects /Chair, California Architectural Foundation, _____

Member California Task Force on Court Cost Reduction with the Administrative
Office of the Courts, _____

OTHER

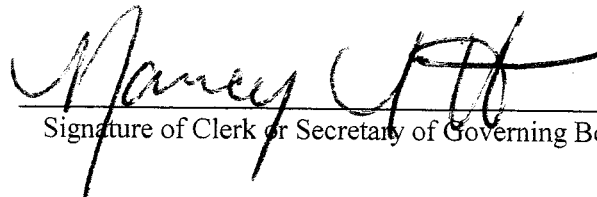
CCCT BOARD NOMINATION FORM

Must be returned to the League office **postmarked no later than February 15, 2014**, along with the statement of candidacy and biographic sketch form. **Faxed material will not be accepted.**

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

The governing board of the Palomar Community College District nominates Nancy C. Chadwick to be a candidate for the CCCT Board.

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



A handwritten signature in black ink, appearing to read "Nancy C. Chadwick", is written over a horizontal line.

Signature of Clerk or Secretary of Governing Board



CCCT BOARD
STATEMENT OF CANDIDACY

Must be returned to the League office **postmarked no later than February 15, 2014** along with the nomination form and biographic sketch form. **Faxed material will not be accepted.**

CANDIDATE'S NAME: Nancy C. Chadwick

DATE: 1/14/2014

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

Baccalaureate degrees for high-demand workforce
Student Success implementation
Career technical education/basic skills funding
Transfer/completion rates
Performance-based funding
Adult education
Concurrent/dual enrollment
Financial aid/BOG waivers
Property tax backfill
Suspension of 75/25 & 50% rules
Stabilization apportionment

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

- 1) Community College Board of Trustees three term President
- 2) Nearly 30 years in higher education with experience in budget and planning, capital planning, academic management, and adjunct clinical faculty
- 3) Retired from the University of California with service on four campuses: UCLA, UC Riverside, UC Davis Medical Center, and UCSFo

CCCT BOARD BIOGRAPHIC SKETCH FORM

Must be returned to the League office **postmarked no later than February 15, 2014**, along with the nominating form and statement of candidacy. **Faxed material will not be accepted.**

PERSONAL

NAME: Nancy C. Chadwick	DATE: January 14, 2014
ADDRESS: 5059 Nighthawk Way	CITY & ZIP CODE: Oceanside, 92056
PHONE: 760-945-5365	EMAIL: nancychadwick@cox.net

EDUCATION

EDUCATION
CERTIFICATES/DEGREES: Bachelor of Arts, University of Kansas Master of Social Work, Catholic University Master of Public Administration, California State University, Sacramento

PROFESSIONAL EXPERIENCE

PRESENT OCCUPATION: Retired from the University of California; 30 years in higher education
OTHER: Public social agencies for ten years in supervision and management

COMMUNITY COLLEGE ACTIVITIES

COLLEGE DISTRICT WHERE BOARD MEMBER: Palomar Community College District
YEARS OF SERVICE ON LOCAL BOARD: 12
OFFICES AND COMMITTEE MEMBERSHIPS HELD ON LOCAL BOARD: President of the Board 2004-05, 2008-09, 2012-13 Secretary to the Board 2003-04, 2007-08, 2011-12 Real Estate Committee 2002-14 Palomar Foundation Board 2000-02

STATE ACTIVITIES

(CCCT and other organizations boards, committees, workshop presenter, Chancellor's Committees, etc.)

CCLC CCCT Board 2011-14
CCLC Advisory Committee on Legislation 2008-09, 2009-10, 2012-11

NATIONAL ACTIVITIES

(ACCT and other organizations, boards, committees, etc.)

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CIVIC AND COMMUNITY ACTIVITIES

Serve on Oversight Board for the Successor Agency of the Vista Redevelopment Agency Served on the Boards of Directors for Public Television and Public Foundations Chaired City Planning Commission and Redevelopment Design Review Organization
--

OTHER

Community College League of California San Diego-Imperial Counties Community Colleges Association Board Alliance Association of Community College Trustees American Association for Women in Community Colleges California Women Lead Mana Run Women Run
--


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

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

TOPIC: SPRING VALLEY LAKE ELECTION

SUBMITTED BY: Dennis Henderson, Board President

RECOMMENDED BY: Peter Allan

APPROVED BY: Peter Allan 

Description/Background:

The Spring Valley Lake Association has sent (19) ballots (one ballot for each lots owned by the district) for election of the Spring Valley Lake Association's Board of Directors. This year three (3) candidates have chosen to run for four (4) vacant positions currently held by Scott Eckert, Marvin Jobes, Jeff Morgan and Michael Visser.

Need:

Fiscal Impact: None

Recommended Action:

It is recommended that the Board select four (4) candidates for the election of the Spring Valley Lake Association's Board of Directors.

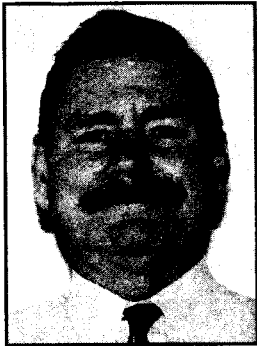
Legal Review: YES ___ NOT APPLICABLE X ___

Reference for Agenda: YES X NO ___

SVL Board of Directors 2014 Election Candidates

This year's election has 4 open Board of Director seats. In the running are 2 incumbents, Scott Eckert and Michael Visser, joined by 4 other candidates, Stephen Garcia, Robert McCoy, Kathie Pfutzenreuter and Dennis Verhagen. The four seats up for election are currently held by Scott Eckert, Marvin Jobs, Jeff Morgan and Michael Visser. Information and ballots will be mailed out in March. **Ballots by mail must be returned to The Inspectors of Election (TIE) by April 24, 5:00 p.m.. Elections will be held at the Community Building on April 26, 2014.**

SCOTT ECKERT



My wife Kathi and I have lived in Spring Valley Lake since 1996. We chose SVL because of its outstanding public safety reputation and overall community attractiveness and amenities - and we still love SVL after 17 years.

My background includes 20 years in the USAF, followed by 15 years as a space systems technical consultant to the US Government. I have been privileged to serve as Vice-President on your Board of Directors for the past two years.

In addition to serving on the Board, I am also the Board liaison to the very important Lake Committee and liaison to the recently formed Community Task Force.

I recently helped lead the effort to purchase permanent water rights for our lake - a wise choice by our community that will benefit SVLA forever.

SVL is an island surrounded by cities who don't always consider SVL in their development planning. If we fail to stay engaged in what is happening around us, we do so at our own peril. We may not always be able to stop inappropriate development around us, but we must always fight to protect our interests and quality of life. I have worked to protect our community from development that is not in our best interest, such as the Nutro Dog food plant and the Super Walmart project.

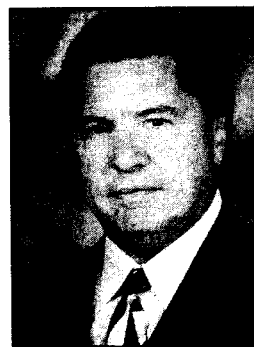
I want SVL to be a community we can all be proud of and I will work hard to improve our overall quality of life. My priorities would be 1) Public safety 2) Financial management 3) Lake, and 4) Communication.

I would be honored to again serve on your Board of Directors. I look forward to working with all Board members, whoever they are. As I stated here two years ago when I ran for the first time, I promise that I will always make decisions that I believe to be in the best

interest of Spring Valley Lake residents. I believe I have done that for the past two years and ask for your vote to continue the progress we've made in our great community.

Thank you.
Scott Eckert

MICHAEL VISSER



My wife Becky and I have proudly called Spring Valley Lake our home since 1984. We have raised three children here and we have a major financial and emotional investment in our community. I have spent over thirty-four + years in the law enforcement field, with the last twenty years in supervision and management positions. In 2002, I retired as the Assistant Chief of Police in a southeast Los Angeles area city. Presently, I am the Director of the Administration of Justice Program at Victor Valley College. I hold a Masters in Public Administration (honors and distinction), and am a graduate of the FBI National Academy and the FBI Southwest Command College.

I have served you for the past two years as a SVLA Director and I believe with my colleagues on the board and your continuing support, we have accomplished several significant and positive changes to the community. I believe I have had a significant influence on maintaining low assessments, while improving the SVLA services and infrastructure for all to enjoy. We still have a lot of work to do, but if I am re-elected, I will continue to devote my time and effort to ensure we carry your will and look out for your financial and safety concerns.

- *Mike Visser*

STEPHEN GARCIA

Spring Valley Lake is truly a unique and beautiful place to call home. As a resident, I am aware of the many challenges that face our community. I understand that the operation, management and oversight of this one-of-a-kind community takes the efforts of many dedicated employees and volunteers.

I have been employed by Victor Valley College for the past 28 years where I am currently the Director of Facilities Construction & Contracts and previously the Director of Maintenance & Operations. My past employment includes Lockheed Aircraft and Santa Fe Railway. I feel my background in Construction, Contracts and Maintenance projects will serve the Board and community well.

I am a member of High Desert Church and a current member of the Spring Valley lake Community Task Force whose charge is to identify and clearly define problem areas in the community. We then will explore & evaluate potential solutions and make these recommendations to the Board for their consideration.

My belief is that Spring Valley lake should be taking a proactive role in all developments surrounding our community and the affects these developments may or may not have. The impending Tamarisk Market place, Yucca Lorna Bridge, educational developments and potential flood control issues are all developments that will affect our community in some fashion. As stake holders I feel It necessary that the Spring Valley lake community have input to these types of developments from the early planning stages through design & construction.

My additional concern Is to maintain the financial stability of the Association while ensuring the infrastructure is in place for the future of our community. The lake, equestrian center, community buildings and public safety are all assets that have ongoing expenses, and in order to maintain, will require in-depth evaluation and planning. All expenditures should be evaluated to determine the total cost of ownership, true worth and return on investment.

I would appreciate your support and the opportunity to work and serve this community.

Thank you,
Stephen Garcia.

ROBERT MCCOY

My family and I have lived in Spring Valley Lake since 1998. I am very proud to call Spring Valley Lake my home and I thoroughly enjoy the lake, parks, and other amenities year round. I value the quality of life that Spring Valley Lake offers and I recognize that this community simply cannot be replicated

elsewhere in the High Desert. It is crucial to the value of Spring Valley Lake that we are diligent in our efforts to maintain and protect this community.

Our General Manager, Department Heads, and Board of Directors have made good progress in implementing improvements to our community. As a representative of the board, I will commit to the goal of continuing this collaborative effort to ensure that decisions made continue to reflect the best interests of our community and its residents.

I am a Marine Corp Veteran, have 18 years of experience in law enforcement, and serve part time as adjunct faculty in the Administration of Justice program at Victor Valley College. I have a Bachelor of Science degree in Organizational Studies and a Master of Arts degree in Organizational Leadership. It is my hope that my experience will help me to serve and give back to the community that my family and I have enjoyed for so many years.

-Robert McCoy

KATHIE PFUTZENREUTER

To my neighbors and friends in Spring Valley Lake:

My name is Kathie Pfutzenreuter. I am wife for 49 years, a mother of 4 children, a grandmother of 8 and soon to be a great grandmother. My husband and I have been living in Spring Valley lake for 8 years. We were drawn to the High

Desert by the lake and the beautiful surrounding area. We have enjoyed the boating, fishing, and swimming. We have also gained many new friends and neighbors.

I retired from Crown Lexus in Ontario after 5 years as their Customer Relations Manager. Prior to that I worked in physical therapy for 12 years, in Upland, CA. Many of you know me from my volunteer work in Spring Valley Lake as a C.O.P. (Citizen on Patrol). I also do the YANA (you are not alone) calls daily to some of the senior citizens in SVL. I am currently volunteering at the court house in the Court Services Unit C.O. P.'s.

My main objective is to keep our community running smoothly. I am proud of our safety patrol and the work they are doing. They are very courteous and professional. Their constant patrolling makes the community a safer place to live. Our lake has had some problems but is looking better every year. We have to keep improving the quality of the water. The swimming and picnic areas have to be kept in good condition for our family summer fun. Boating and fishing are very popular as they have been every year. The carp are a problem still to be dealt with.

I am not one to spend money on unnecessary projects. I want to keep our community beautiful and safe and know there will always be a need for improvements, but the improvements, and the amount to be paid out, should always be approved by the home owners first. Remember I live in Spring Valley Lake too.

Respectfully,
Kathie Pfutzenreuter

DENNIS VERHAGEN



I'm Dennis Verhagen and I want to be your voice on the Board. Your vote will allow me the opportunity to help *you* shape the future of *our* community. You are allowed to vote for up to four people. All I ask is that you make me one of them. Voting is a privilege of membership!

While some chant that we need community pride, I feel our community already HAS pride. What it needs is leadership and a plan for the future. I'm passionate about our community and I will work hard to help make our community a better place for all residents and property owners.

I believe in honesty, integrity, respect and accountability. I also feel that:

- Property owners deserve a voice in our community.
- Anyone we elect should be here to serve the entire community.
- The Board needs to follow the rules if they expect the community to follow the rules.
- Through better communications, we can build a better community.

I will strive to encourage full fiscal accountability. SVLA is a non-profit organization and it's a board members' obligation to ensure that our money is spent responsibly. SVLA has a \$4,000,000 budget. But did you realize that half of that is designated to salaries?

I've served on the Finance/Budget Committee, the CC&R Committee, the Water Purchase Task Force, and I served as chairperson of the Communications Committee for over three years, helping to create our community based "Shootin' the Breeze" Newspaper.

As for a little personal history, we've been property owners in SVL since 2004. I've been married for 40 years to my high school sweetheart. We have an amazing daughter and son-in-law and are about to become first time Grandparents! I retired after 30 years in telecommunications. I was active in my previous community and was elected to two 4-year terms on the DUSD Board of Education.

Learn more about me at: www.dennis4svl.com. Remember, your beliefs do not make you a better person - your *behavior* does. If you've attended a Board meeting, you'll recognize me... I'm the one asking questions!

Member Meeting to
Elect Board of Directors

April 26, 2014

@ 10:00 a.m.

Community Building

12975 Rolling Ridge Dr.




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

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

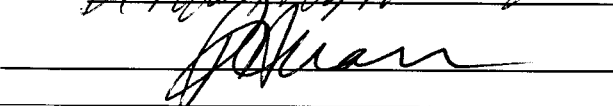
TOPIC: AB 86 ADULT EDUCATION GRANT

SUBMITTED BY: Rhea Deroian, Grant Development Manager

RECOMMENDED BY: Peter Maphumulo



APPROVED BY: Peter Allan



Description/Background:

The AB 86 Adult Planning Grant will allow Victor Valley Community College District Consortia to leverage existing programs and structures to evaluate current levels of adult education programs in the community, assess adult education needs, create a plan to better integrate existing programs between high school, postsecondary, and workforce institutions, facilitate a plan to speed up student progress toward academic and career goals, assess potential gaps in adult education programs, and advance faculty and staff professional development programs.

Need:

This grant presents an opportunity for VVC to yield stronger alignment of Adult Education programs between Victor Valley College and local high school districts.

Fiscal Impact:

Income to District: \$295,332

Recommended Action:

It is recommended by the Superintendent/President that the Board of Trustees accept the AB 86 Adult Education Grant as submitted.

Legal Review: YES X NOT APPLICABLE ___

Reference for Agenda: YES X NO ___

**THIS FORM MAY NOT BE REPLICATED
AND UNDER NO CIRCUMSTANCES CAN THE LANGUAGE BE ALTERED**

BOG, California Community Colleges Chancellor's Office - 6870	DISTRICT USE ONLY	
	District (Grantee):	<u>Victor Valley College</u>
	College:	<u>N/A</u>

Grant Agreement Workforce and Economic Development Division AB 86 Adult Education Consortium Planning Grant RFA # 13 - 328	BOG-CCCCO USE ONLY	
	Grant Agreement No.: 13 - 328 - 066	
	Funding Fiscal Year	Total Amount Encumbered : \$ 295,332

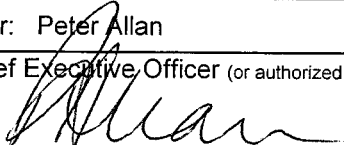
This grant is made and entered into, by and between, the BOG, California Community Colleges Chancellor's Office and the aforementioned district, hereafter referred to as the Grantee. The grant shall consist of this Grant Agreement face sheet and the Grantee's application, with all required forms. The RFA Specification and the Grant Agreement Legal Terms and Conditions (Articles I, Rev. 12/13 and II, Rev. 11/12), as set forth in the RFA Instructions are incorporated into this grant by reference.

The total amount payable for this grant shall not exceed the amount specified above as "Amount Encumbered".

The term of this grant shall be from March 5, 2014 to June 30, 2015. The Final Report must be submitted within 60 of the grant end date.

Funding under this grant is contingent upon the availability of funds, and is subject to any additional restrictions, limitations or conditions enacted in the state budget and/or Executive Orders that may affect the provisions, term, or funding of this agreement in any manner.

GRANTEE

Project Director: <u>Peter Allan</u>	Total Grant Funds Requested: \$ <u>295,332</u>
Signature, Chief Executive Officer (or authorized Designee) 	Date: <u>3/12/14</u>
Print Name/Title of Person Signing: <u>PETER ALLAN SUPT/PRES</u>	District Address: 18422 Bear Valley Rd. Victorville, CA 92395

STATE OF CALIFORNIA

Project Monitor: Neil Kelly	Agency Address: 1102 Q Street, Suite 4554 Sacramento, CA 95811-6539
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Item:	Object of Expenditure	Chapter	Statute	Fiscal Year	Amount
<u>6870 - 101 - 0001 (25)</u>	<u>3235 - 751 - 10025</u>	<u>20</u>	<u>2013</u>	<u>2013-2014</u>	<u>\$ 295,332</u>
<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total Amount Encumbered : \$					295,332

Signature, Accounting Manager (or Authorized Designee) Budgeted funds are available for the period and purpose of the expenditures stated above.

Date:

Signature, Deputy Chancellor (or authorized Designee)

Date:

Print Name/Title of Person Signing:
Erik Skinner, Deputy Chancellor

PROJECT MANAGEMENT NARRATIVE

ORGANIZATIONAL STRUCTURE:

Consortia Members: The Victor Valley Community College District Consortia for AB 86 Adult Education Consortium Planning Grant is comprised of Victor Valley Community College District and surrounding school districts including Hesperia Unified School District, Victor Valley Union High School District, Apple Valley Unified School District, Snowline Joint Unified School District, and Lucerne Valley Unified School District. The Victor Valley Community College District has cultivated strong relationships with high schools and charter schools in the High Desert Region of California. The College values a robust internal structure that allows both staff and consortia partners and affiliates to function as a seamless team in order to achieve shared objectives. Both the College and school districts will contribute valuable insight and information throughout the planning and research process related to Adult Education needs within the community.

The AB 86 Adult Education Consortium Planning Grant will allow Victor Valley Community College District Consortia to leverage existing programs and structures to evaluate current levels of Adult Education program in the community, assess adult education needs within the community, create a plan to better integrate existing programs between high school, postsecondary, and workforce institutions, facilitate a plan to speed up student progress toward academic and career goals, assess potential gaps in Adult Education programs, and advance faculty and staff professional development programs. The College will contribute the Consortia Project Coordinator, a full time employee, designated to overseeing and facilitating the grant planning process. Each consortia member will contribute a designated staff member dedicated to identifying existing Adult Education programs and needs within their district. Consortia members will attend monthly meetings to share progress and generate assignments for the next phase of the planning process. The Consortia will also partner with the Alliance for Education to strengthen key relationships throughout the region.

SHARED LEADERSHIP STRATEGIES:

The Victor Valley Community College District Consortia Committee will be comprised of one member from each district. The College will assign the Consortia Project Coordinator dedicated to overseeing the project while each district will assign a Consortia District Liaison dedicated to their individual district. The Consortia Committee will meet at a minimum of one time per month to report progress, assign tasks, and facilitate the report writing process. Periodically, elements of the project will be shared with district administration and/or Superintendents to request signatures indicating agreement alignment within the districts with plan progress.

AB 86 – Victor Valley Community College District Regional Consortium

Decisions will be made by consensus of committee members. Additional resources from member districts will be included in the planning process, these may include faculty of specific disciplines, representatives of community organizations, employers, local government officials, etc.

PROJECT PLANNING ROLES AND RESPONSIBILITIES:

Consortia Project Coordinator: The Project Coordinator will be a full time employee funded through the grant for the designated project period. The coordinator will be responsible for overseeing district assignments and reports, organizing research, contracting assignments, and compiling information for reporting and dissemination. Tasks include organizing and arranging monthly meetings and reports, facilitating, writing, and submitting required reports. The Coordinator will assist and facilitate each District Liaison's progress in and combination into a cohesive plan each of the following:

1. Evaluation of current levels of Adult Education
2. Evaluation of current community needs
3. Plans to address gaps
4. Plans to better integrate existing program w/ seamless transition to postsecondary / workforce
5. Plans to employ approaches that accelerate student progress toward academic / career goals
6. Plans for professional development of faculty / staff
7. Plans to leverage existing structures

The coordinator will report directly to the Victor Valley Community College District's Adult Education Department Instructional Dean, Dr. Paul Williams. Dr. Williams and the Adult Education Department will be responsible for sourcing and hiring the Project Coordinator in the initial phase of the grant project.

Consortia District Liaison: Through the grant, the College will sub-contract with each school district to assign a District Liaison to support the planning process with up to 500 hours funded in one year. Each District Liaison is tasked with assessing their district's platforms in the following areas:

1. Basic Skills / High School Diploma / Equivalency
2. ESL / Citizenship
3. Adults with Disabilities
4. Short Term Career Technical Education
5. Programs for Apprentices

District Liaisons will participate in monthly planning meetings and reporting processes. Liaisons are responsible for assisting in research and leveraging structures and key individuals within their district. District Liaisons will assist the Project Coordinator in the

AB 86 – Victor Valley Community College District Regional Consortium

development of cohesive and unified community Adult Education plan. Each district Superintendent will be responsible for appointing their District Liaison.

Data Collection Research Agent: The Research Agent will assist the Project Coordinator and District Liaisons in acquiring valuable data and records to utilize throughout the evaluation and planning process. The Research Agent will work under the direct supervision of the Project Coordinator and in conjunction with the District Liaisons on a contract basis.

Technical Support Coach: The position will address technical and support needs necessary to conduct and database information for dissemination and planning throughout the districts. The Tech Support Coach will be responsible for leveraging existing technology infrastructures and establishing a database system, web portal, and similar technical needs for consortia member sharing and cataloging.

COMMUNICATION:

A preliminary timeline (Attachment A) has been established for the length of the planning process. It is anticipated that the timeline will become more involved as the project gains momentum. The Project Coordinator will serve as the chief executor of communication and is responsible for circulating information, providing assignments, submitting reports, and adhering to reporting deadlines.

The Victor Valley Community College District Consortia Committee will meet on a monthly basis at a minimum. Meetings will occur at the College or member school districts as decided upon by the committee. Committee member progress and subsequent assignments will be distributed at each meeting. Each District Liaison will be the chief point of contact for their district and constituents. District Liaisons are responsible for lobbying and soliciting support from their districts management team throughout the planning process. Communication processes should be streamlined and utilized to facilitate an interconnected network of information and sharing between member districts. Committee communication will include sharing of pertinent information, key milestones, and assistance as needed.

AB 86 – Victor Valley Community College District Regional Consortium

Attachment A: Timeline

Phase I: Initiating

March 5, 2014 – April 30, 2014

- Hiring Project Coordinator
- Subcontracting District Liaisons
- Inauguration Meeting and initial Assignments

May 1, 2014 – June 30, 2014:

- Evaluations of current levels of Adult Education
- Evaluation of community needs
- Inventory of existing structures & stakeholders
- Define membership assignments of planning committee
- Conduct research
- Leverage/create technological interface systems

July 1, 2014 – July 31, 2014

- Submit Expenditure Report Due July 31
- Submit Comprehensive Regional Plan Due July 31
- Recruit planning committee members

Phase II: Conducting/Planning

August 1, 2014 – September 30, 2014

- Plans to integrate
- Plans to address gaps

October 1, 2014 – November 30, 2014

- Plans to accelerate student progress
- Plans for faculty / staff development
- Plans to leverage existing structures
- Submit Expenditure Report Due October 31
- Submit Comprehensive Regional Plan Due October 31

December 1, 2014 – December 31, 2014

- Submit Draft Comprehensive Regional Plan Due December 31

January 1, 2015 – February 28, 2015

- Finalize Regional Comprehensive Plan

AB 86 – Victor Valley Community College District Regional Consortium

- Submit Expenditure Report Due: January 31

Phase III: Reporting

March 1, 2015

- Submit Final Regional Comprehensive Plan

April 30, 2015

- Submit Expenditure Report

August 31, 2015

- Submit Final Expenditure Report

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM

BOARD CONSENT BOARD ACTION BOARD INFORMATION (no action required)

TOPIC: AGREEMENT: THE PRINCETON REVIEW

SUBMITTED BY: Patricia Bejarano-Vera, GEAR UP Program

RECOMMENDED BY: Peter Maphumulo 

APPROVED BY: Peter W. Allan 

Description/Background:

The district wishes to approve an agreement between Victor Valley Community College District and The Princeton Review to provide multiple SAT test and ACT test preparation workshops to GEAR UP Program students at GEAR UP partner school sites. The service period for this agreement is April 9, 2014 through June 26, 2014.

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

Need:

To provide multiple SAT test and ACT test preparation workshops to GEAR UP Program students at GEAR UP partner school sites (11th & 12th grade students from Silverado High School and Victor Valley High School).

Fiscal Impact:

Budgeted - \$89,750 – GEAR UP Federal Grant

Recommended Action:

It is recommended by the Superintendent/President that the Board of Trustees approve an agreement between Victor Valley Community College District and The Princeton Review to provide multiple SAT test and ACT test preparation workshops to GEAR UP Program students at GEAR UP partner school sites. The service period for this agreement is April 9, 2014 through June 26, 2014.

Legal Review: YES NOT APPLICABLE

Reference for Agenda: YES NO

Multiple Offerings Course Agreement

This agreement (hereafter referred to as "Agreement") is entered into between Victor Valley College GEAR UP ("Organization") and TPR Education, LLC d/b/a The Princeton Review ("TPR"). TPR agrees to provide services to the students and/or teachers of Organization in accordance with the following standard terms and conditions, as amended:

Term: 4/09/2014 to 6/26/2014 (the "Term").

Type of Program (e.g., live, online, professional development)	Live	Live
Course Led by	TPR	TPR
Course Name/Type (e.g., PSAT, SAT, ACT, Smarts)	SAT Fundamentals	ACT Fundamentals
Class Size	Max 40	Min 25
Test	# 4	4
Duration	4-hour	4-hour
Total Instructional Hours For Length Of Contract	18	18
Total Hours Per Class Session	3	3
Class Fee	\$349 per Student for 25-249 Students	\$399 per Student for 25-249 Students
Estimated In-Kind Services (Based on minimum # of students; will increase with # of enrolled students)	\$17,500	\$7,500
Minimum Class and Student Commitment	2 Classes, or 50 Students	25 Students
Total Contract Fee	\$17,450 minimum	\$9,975 minimum

Above pricing assumes rent-free facility use at Silverado HS and Victor Valley HS.

All Classes and materials will be provided subject to the attached "Standard Terms and Conditions – Multiple Offerings Course Agreement."

Organization Billing Information

Organization agrees to provide payment to TPR for services delivered to the students and/or teachers of Organization in accordance with the following provisions:

Is a Purchase Order Required?

No

Billing Options:

iii) Customized Payment Terms (must be approved by TPR and Organization):
*Net 30 from Course END Date

Peter Allan,
Acting Superintendent/President | President's Office
Victor Valley College
18422 Bear Valley Road
Victorville, CA 92395
Email: Peter.Allan@vvc.edu
Phone: (760) 245-4271 Ext. 2456

TPR Education, LLC
Name:
Title:

Date

Peter Allan
Acting Superintendent/President | President's Office
Victor Valley College
18422 Bear Valley Road
Victorville, CA 92395
Office: President's Office
Email: Peter.Allan@vvc.edu
Phone: (760) 245-4271 Ext. 2456

Date

- Signed agreement should be returned to:
Keisha Hellon
The Princeton Review
KeishaH@review.com
OR
(949) 823-3908 (Fax)
- Failure to return signed Agreement promptly may result in delay of delivery of services and/or materials.

STANDARD TERMS AND CONDITIONS – MULTIPLE OFFERINGS COURSE AGREEMENT

1. **Classes Generally:** (a) The Organization will provide a coordinator for the course program. The Organization shall be solely responsible for registering students for classes and must deliver class rosters, preferably in an electronic format, no later than seven (7) calendar days before the start of each class. For The Princeton Review ("TPR")-led courses, the Organization must also deliver student and parent contracts to TPR no later than seven (7) calendar days before the start of each class. (b) The Organization shall provide reasonable classroom facilities and security at no cost to TPR. (c) For TPR-led courses, the Organization will host a parents' event at least seven (7) calendar days before the start of the first class and at a time that is convenient for the Organization/community at which TPR will introduce the purpose and nature of TPR programs as well as set expectations for student and parent commitment, student attendance, homework completion, etc. Organization is required to have each student and his or her parent sign TPR contracts, regarding commitment to the class. (d) The Organization shall be solely responsible for distributing online user ID and passwords to contract-specified persons (e.g. students, teachers) for all online resources. TPR may disable access to any online resource for any person who fails to comply with TPR rules and procedures applicable to the resource and no credit or refund will be issued for such person. (e) If applicable, any Organization teacher to be certified to teach the TPR program must sign the standard TPR instructor Agreement.
2. **Fees:** TPR shall invoice the Organization on a periodic basis no more frequently than monthly. The Organization shall make payment to TPR within thirty (30) days of invoice receipt. Prices set forth on the preceding page do not include sales tax. Sales tax, if applicable, will be included in the invoice sent by TPR to Organization, unless Organization provides evidence of tax exemption.
3. **Reporting Requirements:** TPR may provide the Organization with final reports concerning the program after completion of all classes. The Organization shall provide TPR with periodic reports such as the number of students enrolled in classes or other information reasonably requested by TPR, including requests for information in electronic format where available. To the extent that individual student data is shared with TPR, as an agent of the Organization, TPR shall keep such information confidential and only use it to the extent necessary to provide educational and other services within the Organization. The Organization shall maintain such books and records as are necessary to substantiate amounts paid to TPR pursuant to this Agreement, which shall be made available to TPR for examination on request.
4. **Intellectual Property:** (a) The Organization acknowledges and agrees that (i) all right, title and interest in and to TPR written materials including materials downloadable from TPR's online resources and to ECOS, as well as all updates, upgrades, enhancements and modifications thereto, including any and all patents, copyrights, trade secret rights, trademarks, trade names, and other proprietary rights embodied therein or associated therewith (collectively, the "TPR Intellectual Property"), are and will remain TPR's, and this Agreement in no way conveys any right, title or interest in the TPR Intellectual Property other than the limited licenses set forth below. (ii) the Organization will not modify or alter the TPR Intellectual Property without the prior written consent of TPR, and (iii) the TPR Intellectual Property embodies valuable confidential and secret information of TPR, the development of which required the expenditure of considerable time and money. (b) Upon the expiration or termination of this Agreement for any reason, the Organization shall deliver to TPR any and all TPR-owned equipment and supplies and all TPR Intellectual Property, or copies thereof, in electronic format or otherwise, in the Organization's possession or under its control. Within ten (10) business days of a request by TPR, the Organization shall deliver to TPR an affidavit stating that to the best of its knowledge and information all TPR Intellectual Property required to be delivered under this Agreement have been delivered and copies that have not been delivered have been deleted or destroyed.
5. **Confidentiality:** (a) The Organization acknowledges that it has been informed that the TPR Intellectual Property and its instructional methods are confidential (except such TPR Intellectual Property as are published by or on behalf of TPR) (the "Confidential Information"). The Organization (i) shall not divulge, and will prevent each of its employees, teachers and agents from divulging, directly or indirectly, any Confidential Information and (ii) shall not use or authorize anyone to use, and will prevent each of its employees, teachers and agents from using or authorizing anyone to use, any Confidential Information, except to teach a TPR class for which TPR receives a fee. TPR may revoke the certification of any Teacher: (i) who fails to maintain the confidentiality of the Confidential Information or (ii) who uses the Confidential Information, except to teach a TPR class for which TPR receives a fee. (b) The Organization agrees that any breach or threatened breach by it of this Section and any other provision related to protection of the Confidential Information will, because of the unique and proprietary nature of this information entrusted as aforesaid, cause irreparable harm to TPR and shall entitle TPR, in addition to any other legal remedies available to it, to apply to any court of competent jurisdiction to enjoin such breach or threatened breach.
6. **License:** TPR hereby grants to the Organization a nonexclusive, non-transferable license (the "License") to use its TPR Intellectual Property solely for the classes. The grant of the License is conditioned upon: (i) the Organization shall not copy, modify, alter, or excerpt, and shall prevent others from copying, modifying, altering, or excerpting the TPR Intellectual Property; (ii) the Organization shall not use, and shall prevent others from using, the TPR Intellectual Property and other Confidential Information to teach any class or course, except classes for which TPR receives a fee.
7. **Disclaimer; Limitation of Liability:** (a) Except as explicitly set forth in this Agreement, TPR hereby disclaims all warranties, representations and guaranties, express or implied, including, without limitation, any representation of results for students, such as any improvement in test scores. Such results are dependent on factors out of TPR's control, including, without limitation, the quality of instruction provided by the Organization. (b) TPR shall not be liable to the Organization or to any other person for any indirect, consequential, punitive or special damages, of any character, whether in an action in contract, tort or otherwise, arising out of or in connection with this Agreement, even if TPR has been advised of the possibility of such damages. TPR's total aggregate liability arising from or related to this Agreement will not exceed the aggregate amount received by TPR from the school or district under this Agreement during the twelve (12) month period preceding a claim.
8. **Indemnification:** The Organization shall indemnify and defend TPR, and its officers, employees, consultants and trainers against any costs, expenses (including reasonable attorneys' fees whether arising out of a third-party claim or in enforcing this indemnification), claims, judgments, settlements and damages (including all damages awarded to third parties payable by TPR, but in all cases only TPR's direct damages) arising out of, or related to: (i) instruction or supervision by Organization personnel of the Organization's students or (ii) damage or injury to TPR property or employees, consultants or trainers present on or at the Organization's facilities for purposes related to this Agreement; provided however, that TPR shall not be indemnified for losses occasioned by the negligence or willful misconduct of TPR employees consultants, trainers, or agents.
9. **Termination:** This Agreement (including any licenses) may be terminated thirty (30) days after the delivery by a party of a notice containing a description of a material breach of this Agreement by the other party, provided such breach is not cured within such thirty (30) days of notification of such breach.

STANDARD TERMS AND CONDITIONS – MULTIPLE OFFERINGS COURSE AGREEMENT (CONT.)

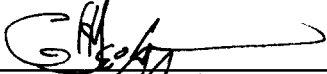
10. **Cancellation:** TPR reserves the right to cancel any classes where fewer than the minimum number of students enroll. In the event of a cancellation because of under-enrollment, TPR will not be deemed to have breached the terms of this Agreement and the Organization will in no way penalize the TPR for such class cancellation. For purposes of this section, the term "enroll" means an eligible student for whom TPR has received a purchase order fully approved by the Organization.
 11. **Force Majeure:** Neither party hereto shall be deemed to be in default for failure to comply with any provision hereof, if such failure results from acts or events beyond the reasonable control of such party, other than payment of money.
 12. **Entire Agreement; Amendments; Order of Precedence:** This Agreement contains the entire understanding between the parties and supersedes any prior agreement between such parties, whether written or oral, and may only be amended or waived in a writing signed by both parties. To the extent that the terms of this Agreement conflict with the terms of any purchase order or other agreement submitted by the Organization, the terms of this Agreement shall take precedence.
 13. **Successors and Assigns:** This Agreement shall be binding upon and shall inure to the benefit of the respective successors and assigns of the parties hereto, provided that the Organization may not assign this Agreement, the License or the right to use the TPR Intellectual Property or any part thereof. The License shall not be assigned or made assignable, or become an asset of licensee in bankruptcy, whether by operation of law or any bankruptcy, insolvency or similar proceedings or otherwise.
 14. **Governing Law; Jurisdiction/Waiver of Jury Trial:**
 15. **Designations and Notices:** Any notices or other communications hereunder, except as may otherwise be provided in this Agreement, will be deemed given and delivered when delivered personally, or on the date signed for, or rejected by, addressee if mailed by certified mail, return receipt requested, postage prepaid, or the next business day if sent by nationally recognized courier service providing for a signature on delivery, in each case, delivery prepaid, addressed to the Organization to the address provided on the execution page of this Agreement and to TPR to the attention of General Counsel at 111 Speen Street, Suite 550, Framingham, MA 01701 or via fax to (508) 663-5115 or to such other address as either party shall designate by notice to the other, effective ten (10) days after such notice.
 16. **Survival:** The rights and obligations arising relating to protection of TPR's Intellectual Property and other Confidential Information, and any other provisions of this Agreement that by their nature should survive, shall survive termination or expiration of this Agreement.
 17. **Severability:** If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. In such a case, the parties shall replace the invalid provision with a legally admissible arrangement, which comes nearest to the intended purpose of the invalid provision.
 18. **Counterparts and Facsimiles:** This Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument. Facsimile signatures shall be considered original signatures.
 19. **Authorized Signature:** The undersigned hereby certifies that he/she has the authority to execute, deliver, and cause the Organization to perform its obligations under this Agreement.
-

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

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

TOPIC: AWARD CONTRACT – EMS EXPANSION – APPLE VALLEY & MAIN CAMPUS

SUBMITTED BY: Steve Garcia, Facilities Construction

RECOMMENDED BY: G.H. Javaheripour 

APPROVED BY: Peter Allan 

Description/Background:

Bids for F-290, EMS Expansion at the Victor Valley College Main Campus and the Regional Public Safety Training Center, were opened on March 14, 2014. One (1) bid was received as follows:

KX2 Holdings Building Technologies Group, LP **\$107,227.00**
dba Climatec Building Technologies Group

The bid has been thoroughly reviewed by the Vice President of Administrative Services and the Director of Facilities Construction and Contracts. KX2 Holdings Building Technologies Group, LP dba Climatec Building Technologies Group 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:

This work is needed to tie the Regional Public Safety Training Center into the same energy management system that operates the Main Campus. This open protocol, web based system will allow for better control and allow users to make necessary adjustments from offsite remote locations.

Fiscal Impact:

\$107,227.00 – State Scheduled Maintenance

Recommended Action:

It is recommended that the Board of Trustees approve the award of contract with KX2 Holdings Building Technologies Group, LP dba Climatec Building Technologies Group in the amount of \$107,227.00 for the EMS Expansion Upgrade project.

Legal Review: YES X NOT APPLICABLE ___

Reference for Agenda: YES X NO ___



18002 Cowan
Irvine, CA 92614
(949) 474-0955
Fax (949) 474-0956
*CCL 929807

KX2 Holding Building Technologies Group LP dba Climatec Building Technologies Group

March 14, 2014

To: Victor Valley College
Attention: Steve Garcia
Subject: Victor Valley College _ Apple Valley Campus

References: BID-F-290 – Section-1 through 5
Mechanical As-Builts 4/30/12
Single Line Diagram As-Builts 3/07/12
RFI Response 3/11/14

The Southern California Irvine Office of Climatec is pleased to provide the following proposal for your consideration.

General

Our proposal is based on referenced documents.

Climatec is compliant with all requirements contained in the aforementioned references. Please refer to the Clarifications portion of each major section of work for further information regarding the specified equipment and controls.

Climatec proposes to install a fully integrated Direct Digital Control (DDC) system utilizing field level controllers manufactured by Alerton and global controllers manufactured by Tridium, which meets all of the requirements stated in the specification section referenced above.

The subsequent sections detail our scope of work.

PROPOSED SCOPE OF WORK

Building A

Qty	Provide and install the following for each system:	Reference
1	<p>Global Controller</p> <ul style="list-style-type: none"> - Replace existing global controller with a Tridium JACE - Replace damaged control panel door 	SOW/Plans
9	<p>Lennox Factory Controls</p> <ul style="list-style-type: none"> - Map in and graphically represent each AC unit utilizing the existing unit controls 	SOW/Plans
3	<p>Daikin Factory Controls</p> <ul style="list-style-type: none"> - Map in and graphically represent each AC unit utilizing the existing unit controls 	SOW/Plans
5	<p>Proprietary Controls</p> <ul style="list-style-type: none"> - Replace each existing AC unit controller with a new open source controller for (AC-19, 20, 21, & 27), total (4): <ul style="list-style-type: none"> o Replace (1) supply and (1) return air temperature sensors – <i>each AC controller</i> o Replace (1) Thermostat – <i>each AC controller</i> o Reuse all field and unit sensors – <i>each AC controller</i> - Replace (1) existing EF controller with a new open source controller <ul style="list-style-type: none"> o All sensors to be re-terminated - <i>All existing wires shall be reused</i> 	SOW/Plans

Building B

Qty	Provide and install the following for each system:	Reference
1	<p>Global Controller</p> <ul style="list-style-type: none"> - Replace existing global controller with a Tridium JACE - Replace damaged control panel door 	SOW/Plans
14	<p>Lennox Factory Controls</p> <ul style="list-style-type: none"> - Map in and graphically represent each AC unit utilizing the existing unit controls 	SOW/Plans
2	<p>Daikin Factory Controls</p> <ul style="list-style-type: none"> - Map in and graphically represent each AC unit utilizing the existing unit controls 	SOW/Plans
2	<p>Proprietary Controls</p> <ul style="list-style-type: none"> - Replace each existing AC unit controller with a new open source controller for (AC-18), total (1): <ul style="list-style-type: none"> o Replace (1) supply and (1) return air temperature sensors o Replace (1) Thermostat o Reuse all field and unit sensors - Replace (1) existing EF controller with a new open source controller <ul style="list-style-type: none"> o All sensors to be re-terminated - <i>All existing wires could be reused</i> 	SOW/Plans

"Merging Buildings with Technology"

Building C

Qty	Provide and install the following for each system:	Reference
1	<p style="text-align: center;">Global Controller</p> <ul style="list-style-type: none"> - Replace existing global controller with a Tridium JACE - Replace damaged control panel door 	SOW/Plans
2	<p style="text-align: center;">Proprietary Controls</p> <ul style="list-style-type: none"> - Replace (1) existing EF controller with a new open source controller <ul style="list-style-type: none"> o All sensors to be re-terminated - Replace (1) existing RH controller with a new open source controller <ul style="list-style-type: none"> o Re-terminate all Radiant heater Start/Stop/Status Control o Replace all wall mounted temperature sensors - <i>All existing wires could be reused</i> 	SOW/Plans

Clarifications

1. Global Panel
 - a. Reuse 120vac power to control panel.
 - b. Reuse CAT6 Ethernet connection to control panel.
 - c. All systems are to be mapped into existing Tridium front end on the VVC main campus
2. All graphical representation on Tridium system must be ran by Mark Sandoval for his buy in and approval (760) 912-3375
3. All Global Control Panel doors shall be replaced.
4. All Communication Cable and Wire shall be reused where possible.
5. All new field controllers to be Alerton as required per Section – 23 09 00.

Enterprise Energy Management

Qty	Provide and install the following for each system:	Reference
1	<p style="text-align: center;">Enterprise Level Management</p> <ul style="list-style-type: none"> - Add Access Enterprise Energy Management Level Software to existing EMS server - Integrate to all (8) existing energy meters and (2) existing photovoltaic panels - System shall be able to display: <ul style="list-style-type: none"> o Thermostat locations o Temperature based color changing floor plans o Color indicating set point deviation o Energy dashboard representation to display energy meters and photovoltaic usage o Analytics of cars off road and trees saved o 3D animated mechanical systems graphics o 3D floor plan graphics o Campus approved story boards - Implement DVR feature and fault detection 	SOW/E0.4

Clarifications

1. System is to fulfill all requirements of the Scope of Work and Specification 23 09 00.

General Clarifications

1. Low-voltage wiring to be provided as plenum rated cable in concealed and exposed ceiling locations; EMT conduit for mechanical, electrical or service rooms; rigid conduit for areas exposed to weather, per Section – 23 09 00.
2. Climatec to provide start-up, Testing and Commissioning of systems previously detailed.
3. Climatec BTG to seamlessly integrate to the existing central EMS Tridium server as required per Section -23 09 00.
4. (16) Hours of on-site training as required per Section – 23 09 00.
5. One (1) year warranty for parts and labor as required per Section – 23 09 00.
6. Climatec to provide the following submittal documents:
 - a. CAD Engineered Drawings and Product Data.
 - b. CAD As-Built Drawings and Maintenance Manuals.

Exclusions

1. Fire life safety systems; fire or smoke components of any kind.
2. Furnishing, installing, or wiring of smoke detectors.
3. Lighting control or similar devices.
4. Dampers of any kind.
5. Trenching and Underground conduit.
6. Variable frequency drives.
7. Starters and disconnect.
8. BACnet cards.

QUOTATION

Total* **\$ 107,227**

*Above quotation is valid for ninety (90) days and includes all taxes, fees, and delivery.



Climatec, Submitted by:

Customer:

Junior Mexia
Name

Name

Junior Mexia
Signature Date

Signature Date

Sales Engineer
Title

Title

Should you have any questions, please contact me at one of the following numbers below. Thank you for the opportunity and I look forward to working together.

714-519-6216 Phone
949-474-0956 Fax

TERMS & CONDITIONS

By accepting this Proposal, Purchaser agrees to be bound by the following terms and conditions:

- 1. SCOPE OF WORK.** This proposal is valid for 90 days from date of proposal. Beyond that time Climatec reserves the right to revise any or all portions of it. This proposal is based upon the use of straight time labor only unless stated otherwise in this proposal. Plastering, patching and painting are excluded unless stated otherwise in this proposal. "In-line" duct and piping devices, including but not limited to valves, dampers, humidifiers, wells, taps, flow meters, orifices, etc., if required hereunder to be furnished by Climatec Building Technologies Group (Climatec), shall be distributed to and installed by others under Climatec's supervision but at no additional cost to Climatec. Purchaser agrees to provide Climatec with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. Climatec agrees to keep the jobsite clean of debris arising out of its own operations. Purchaser shall not back charge Climatec for any cost or expenses without Climatec's written consent. Unless specifically noted in the statement of the scope of the work or services undertaken by Climatec under this agreement, Climatec's obligations under this agreement expressly exclude any work or service of any nature associated or connected with the identification, abatement, clean up, control, removal or disposal of environment Hazards or dangerous substances, to include but not be limited to asbestos, PCBs, or mold discovered in or on the premises. Any language or provision of the agreement elsewhere contained which may authorize or empower the Purchaser to change, modify or alter the scope of work or services to be performed by Climatec shall not operate to compel Climatec to perform any work relating to Hazards without Climatec's express written consent.
- 2. INVOICING & PAYMENTS.** Climatec may invoice Purchaser for all materials delivered to the job site or to an off-site storage facility and for the work performed on-site and off-site. Purchaser agrees to pay Climatec amounts invoiced upon receipt of invoice. Waivers of lien will be furnished upon request, as the work progresses; to the extent payments are received. If Climatec's invoice is not paid within 30 days of its issuance, it is delinquent and Climatec shall add 1% per month interest onto delinquent amounts.
- 3. MATERIALS.** If the materials or equipment included in this proposal become temporarily or permanently unavailable, the time for performance of the work shall be extended to the extent thereof, and in case of permanent unavailability, Climatec shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a reasonable substitute therefore.
- 4. WARRANTY.** Climatec warrants that the equipment manufactured by it shall be free from defects in material and workmanship arising from normal usage for a period of one (1) year from delivery of said equipment, or if installed by Climatec, for a period of one (1) year from the installation date. Climatec warrants that for equipment furnished and/or installed but NOT manufactured by Climatec, Climatec will extend the same warranty and terms and conditions, which Climatec receives from the manufacturer of said equipment. For equipment installed by Climatec, if Purchaser provides written notice to Climatec of any such defects within thirty (30) days after the appearance or discovery of such defect, Climatec shall, at its option, repair or replace the defective equipment and return said equipment to Purchaser. All transportation charges incurred in connection with the warranty for equipment not installed by Climatec shall be borne by Purchaser. These warranties do not extend to any equipment which has been repaired by others, abused, altered or misused, or which has not been properly and reasonably maintained. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE.
- 5. LIABILITY.** Climatec shall not be liable for any special, indirect, or consequential damages arising in any manner from the equipment or material furnished or the work performed pursuant to this agreement.
- 6. TAXES.** The price of this proposal does not include duties, sale, use, excise or other similar taxes unless required by federal, state or local laws unless stated otherwise in this proposal. Purchaser shall pay, in addition to the stated price; all taxes not legally required to be paid by Climatec or, alternatively, shall provide Climatec with acceptable tax exemption certificates. Climatec shall provide Purchaser with any tax payment certificate upon request and after completion and acceptance of the work.
- 7. DELAYS.** Climatec shall not be liable for any delay in the performance of the work resulting from or attributed to acts of circumstance beyond Climatec's control, including but not limited to acts of God, file riots, labor disputes, conditions of the premises, acts or omissions of the Purchaser, Owner or other Contractors or delays caused by suppliers or subcontractors or Climatec, etc.
- 8. COMPLIANCE WITH LAWS.** Climatec shall comply with all applicable federal, state, and local laws and regulations. All licenses and permits required for the prosecution of the work shall be obtained and paid for by the purchaser unless stated otherwise in this proposal.
- 9. DISPUTES.** All disputes involving more than \$15,000 shall be resolved by arbitration in accordance with the rules of the American Arbitration Association. The prevailing party shall recover all legal costs and attorney's fees incurred as a result. Nothing here shall limit any rights under construction lien laws.
- 10. INSURANCE.** Insurance coverage in excess of Climatec's standard limits will be furnished when requested and required and at Climatec's discretion the costs of this additional insurance may be passed on to the Purchaser. No credit will be given or premium paid by Climatec for insurance afforded by others.
- 11. INDEMNITY.** The Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorney's fees which may arise in connection with the execution of the work herein specified and which are caused, in whole or in part by the negligent act or omission of the indemnifying Party.
- 12. OCCUPATIONAL SAFETY AND HEALTH.** The Parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act (OSHA) relating in any way to the project or project site.
- 13. ENTIRE AGREEMENT.** This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings.
- 14. CHANGES.** No change or modification of any of the terms and conditions stated herein shall be binding upon Climatec unless accepted by Climatec in writing.
- 15. SEVERABILITY.** If one or more of the provision of this agreement are held to be unenforceable under laws, such provision(s) shall be excluded from these terms and conditions and the remaining terms and conditions shall be interpreted as if such provision were so excluded and shall be enforced in accordance to their terms and conditions.

TAB 4. QUALIFICATION

Specification 230900 Reference	Climatec BTG Compliance
<p>Per 1.2 – A</p> <p><i>10. The System Integrator for Victor Valley College must be a certified VSI. All front end integration services related to the existing Server shall be performed by a campus approved VSI. Any other system integrator will void current services being provided. All hardware and software tools must be utilized to modify the programming and database changes in all new controllers; no other manufacturer tools are acceptable. This integration shall be seamless and complete; including but not limited to: all necessary hardware, system server, software, and new system graphic pages for all points and systems in these buildings, no exceptions.</i></p>	<p>Climatec is a Certified VYKON System Integrator (VSI) and shall provide all System Integrations.</p>
<p>Per 1.3</p> <p><i>G. ALL projects are to report back to the existing central EMS Tridium server. EMS integrator is to coordinate the connection and IP addressing through owner representative and construction team. Campus preferred EMS integrator is Climatec BTG</i></p>	<p>Climatec shall provide all System Integrations to the existing central EMS Tridium server.</p>
<p>Per 1.5</p> <p><i>C. Only BAS contractors that are Factory Authorized to sell and install the NiagaraAX hardware and software are authorized to connect new systems to central server. The NiagaraAX Authorized Contractor will have a minimum of 10 factory trained programmers. The programmers will have completed the NiagaraAX Certification Program and work as full time employees, not sub-contractors. The Technicians must have at least 3 years experience with the NiagaraAX Controller. The BAS contractor shall have an in place support facility within 55 miles of the site with factory certified technicians and engineers, spare parts inventory and all necessary test and diagnostic equipment for the installed system, and the BAS contractor shall have emergency service available.</i></p>	<p>Climatec is factory authorized to sell and install NiagaraAX products and has an office located within 55 miles of the worksite.</p>

Specification 230900 Reference	Climatec BTG Compliance
<p>Per 1.5 <i>Q. Awarding mechanical contractor is to coordinate with WVC Authority to ensure a single preferred EMS integrator is working on the existing Tridium Server necessary to maintain campus standards and consistency</i></p>	<p>Climatec has done previous work to the existing central EMS Tridium server.</p>
<p>Per 1.5 <i>R. EMS integrator is to be familiar with TRIDIUM AX. Must be A Niagara certified integrator.</i></p>	<p>Climatec is a Certified VYKON System Integrator (VSI)</p>
<p>Per 1.5 <i>S. EMS field level controls must be Alerton branded to maintain consistency. Global level controllers must be Tridium Jace modules – open soured, non branded</i></p>	<p>Climatec shall utilize Alerton field controllers and Tridium Jace global controllers.</p>
<p>Per 1.7 <i>A. Manufacturers: Subject to compliance with requirements and best overall value for the campus, provide products by the following pre-qualified BACnet manufacturers:</i></p> <ol style="list-style-type: none"> <i>1. Alerton Controls</i> <i>2. Honeywell Branch</i> <i>3. Johnson Controls Branch</i> 	<p>Climatec shall utilize Alerton BACnet controllers.</p>
<p>Per 1.75 <i>A. Manufacturers: Subject to compliance with requirements, provide products by the following pre-qualified manufacturer:</i></p> <ol style="list-style-type: none"> <i>1. Access Enterprise Energy Management</i> <p><i>No known equal</i></p>	<p>Climatec shall utilize Access Enterprise Energy Management for enterprise software.</p>

TAB 5. SUBCONTRACTOR LIST

On this project, Climatec intends to engage the services of Blue Point Electric.

Per request, a copy of the Designation of Subcontractors form for this project can be found on the page following.

TAB 7. DESCRIPTION OF INSURANCE

Climatec is insured by Willis of Arizona, Inc.:

16220 N. Scottsdale Rd. #600
Scottsdale, AZ 85254

Our insurance limits are as follows:

Category	Comments	Coverage
General Liability:	Each Occurrence	\$1,000,000
	Damage to Rented Premises	\$ 300,000
	Med Exp (Any one person)	\$ 10,000
	Personal & Adv Injury	\$1,000,000
	General Aggregate	\$2,000,000
	Products – Comp/Op. Agg	\$2,000,000
Automobile Liability:	Combined Single Limit	\$1,000,000
Umbrella Liability:	Each Occurrence	\$5,000,000
	Aggregate	\$5,000,000
Workers' Compensation and Employers' Liability:	E.L. each Accident	\$1,000,000
	E.L. Disease – each Employee	\$1,000,000
	E.L. Disease – Policy limit	\$1,000,000

A copy of our Certificate of Insurance can be found on the following page.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/15/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis of Arizona, Inc. c/o 26 Century Blvd. P.O. Box 305191 Nashville, TN 37230	CONTACT NAME:		
	PHONE (A/C, NO. EXT):	877-945-7378	FAX (A/C, NO.): 888-467-2378
	E-MAIL ADDRESS:	certificates@willis.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #	
INSURED KX2 Holdings, LLC dba dba Climatec Building Technologies Group 2851 W. Kathleen Road Phoenix, AZ 85053	INSURER A:	Charter Oak Fire Insurance Co.	25615-001
	INSURER B:	Great American Ins. Co.	16691-001
	INSURER C:	Farmington Casualty Co.	41483-001
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 21065809

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATION MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC			DT-CO-4265L563-COF-13	12/31/2013	12/31/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			DT810-4265L563-COF-13	12/31/2013	12/31/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			TUJ 0330301 05	12/31/2013	12/31/2014	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	DTP-UB-4265L56-3-13	12/31/2013	12/31/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach Acord 101, Additional Remarks Schedule, if more space is required)
For California Projects

CERTIFICATE HOLDER**CANCELLATION**

Proof of Coverage :	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Meg Green</i>

TAB 8. NON-COLLUSION AFFIDAVIT AND DRUG-FREE WORKPLACE CERTIFICATION

Per Victor Valley Community College, a copy of Climatec's Non-Collusion Affidavit for this project can be found on the following page.

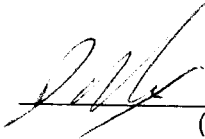
Climatec certifies that it is a Drug-Free Workplace; this certificate can be found on the following page.

**NON-COLLUSION AFFIDAVIT TO BE EXECUTED
BY BIDDER AND SUBMITTED WITH BID PROPOSAL**

Juaner Mexia, being first duly sworn, deposes and says that he/she is (title) Sales Engineer of (Bidder's name) Climatec BTG the party making the foregoing Bid Proposal. In connection with the foregoing Bid Proposal, the undersigned declares, states, and certifies that: (1) the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, association, organization, corporation, or company; (2) the Bid Proposal is genuine and not collusive or sham; (3) the Bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any other bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; (4) the Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Bidder or that of any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract or of anyone interested in the proposed contract; (5) all statements contained in the Bid Proposal are true; and, (6) the Bidder has not, directly or indirectly, submitted his/her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any person, corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

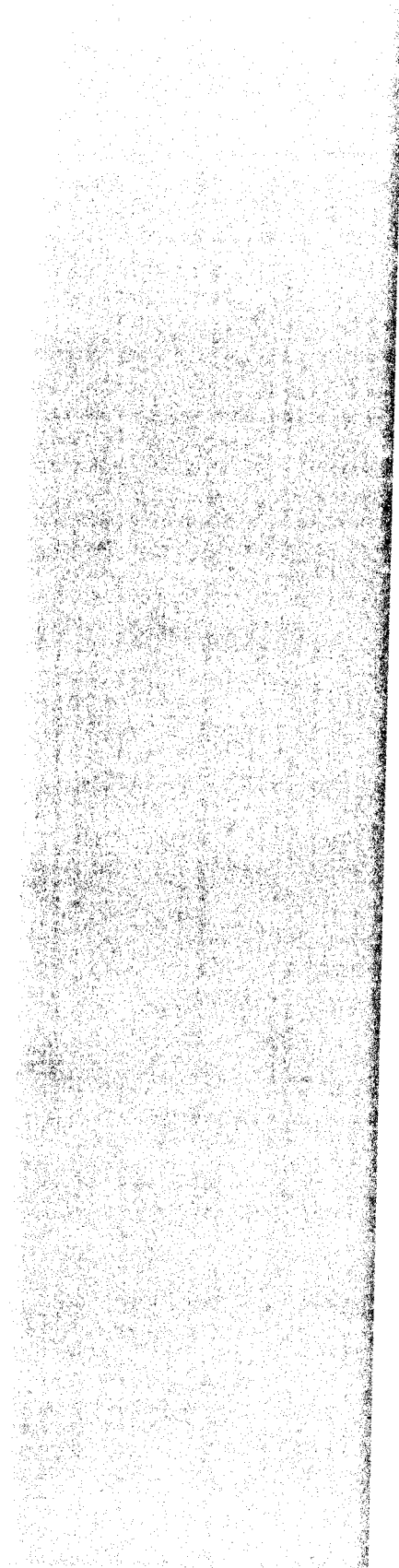
I certify (or declare) under penalty of perjury under the laws of the state of California that the foregoing is true and correct.

3/13/14
(Date)


(Signature)

TAB 9. BID SECURITY

A bid bond for this project can be found on the following page.



BID BOND

EMS EXPANSION: Apple Valley & Main Campus - BID F-290

Climatec Building Technologies Group of 2851 West Kathleen Road
(Name of Principal) (Address)

City of Phoenix, State of AZ

as Principal, and Westchester Fire Insurance Company a corporation organized and existing under the laws of the State of PA, legally doing business in California as an admitted surety insurer at 436 Walnut Street, P.O. Box 1000 City of Philadelphia Pennsylvania (Address)

State of California, as Surety, are indebted to VICTOR VALLEY COMMUNITY COLLEGE DISTRICT in the sum of ten Percent (10%) of the TOTAL AMOUNT OF THE BASE BID of the Principal submitted to the District for which payment Principal and Surety bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally.

THE CONDITION OF THE OBLIGATION OF THIS BOND IS THAT THE PRINCIPAL has submitted to the accompanying Bid Proposal dated March 14, 2014 for EMS Expansion: Apple Valley & Main Campus - Bid F-290 - Controllers

NOW, THEREFORE, if the Principal shall not withdraw said Bid Proposal within the period specified therein after the opening of the same, or, if no period be specified, within sixty (60) days after said opening; and if the Principal is awarded the Contract, and shall within the period specified therefor, or, if no period be specified, within five (5) days after the prescribed forms are presented to him for signature, enter into a written contract with the District, in accordance with the Bid Proposal as accepted and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract and for the payment for labor and materials used for the performance of the contract, or in the event of the withdrawal of said Bid Proposal within the period specified or the failure to enter into such contract and give such bonds within the time specified, if the Principal shall pay the District the difference between the amount specified in said Bid Proposal and the amount for which the District may procure the required work and/or supplies, if the latter amount be in excess of the former, together with all costs incurred by the District in again calling for bids, then the above obligation shall be void and of no effect, otherwise to remain in full force.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract of the call for bids, or to the work to be performed thereunder, or the specifications accompanying the same, shall in anywise affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said contract or the call for bids, or to the work, or to the specifications.

In the event the District brings suit upon this bond and judgment is recovered, the Surety shall pay all costs incurred by the District in such a suit, including a reasonable attorney's fee to be fixed by the court.

IN WITNESS WHEREOF this instrument has been duly executed by the Principal and Surety above-named on the 14 day of March, 2014.

Climatec Building Technologies Group Principal

(Corporate Seal)

By [Signature]

ROBERT MONAGHAN

Typed or Printed Name

Title CFO

Westchester Fire Insurance Company Surety

(Corporate Seal)

By [Signature]

Stephanie L. Klearman

Typed or Printed Name

Title Attorney-In-Fact

(Attach Attorney in Fact Certificate and All Purpose Acknowledgement)

Power of Attorney

WESTCHESTER FIRE INSURANCE COMPANY

Know all men by these presents: That WESTCHESTER FIRE INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania pursuant to the following Resolution, adopted by the Board of Directors of the said Company on December 11, 2006, to wit:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such persons written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

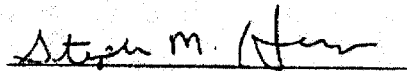
FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.

Does hereby nominate, constitute and appoint Anne M Gliedt, DeAnna Maurer, Deborah A Scott, Kevin E McDaniels, Lisa A McAleenan, Stephanie L Klearman, all of the City of ST. LOUIS, Missouri, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding Twenty Five million dollars & zero cents (\$25,000,000.00) and the execution of such writings in pursuance of these presents shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office,

IN WITNESS WHEREOF, the said Stephen M. Haney, Vice-President, has hereunto subscribed his name and affixed the Corporate seal of the said WESTCHESTER FIRE INSURANCE COMPANY this 24 day of July 2013.

WESTCHESTER FIRE INSURANCE COMPANY

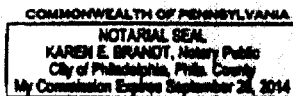



Stephen M. Haney, Vice President

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF PHILADELPHIA ss.

On this 24 day of July, AD. 2013 before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came Stephen M. Haney, Vice-President of the WESTCHESTER FIRE INSURANCE COMPANY to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company, that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia the day and year first above written.

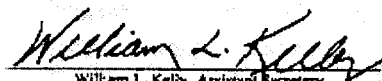



Notary Public

I, the undersigned Assistant Secretary of the WESTCHESTER FIRE INSURANCE COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a substantially true and correct copy, is in full force and effect.

In witness whereof, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of the Corporation, this 14 day of March, 2014

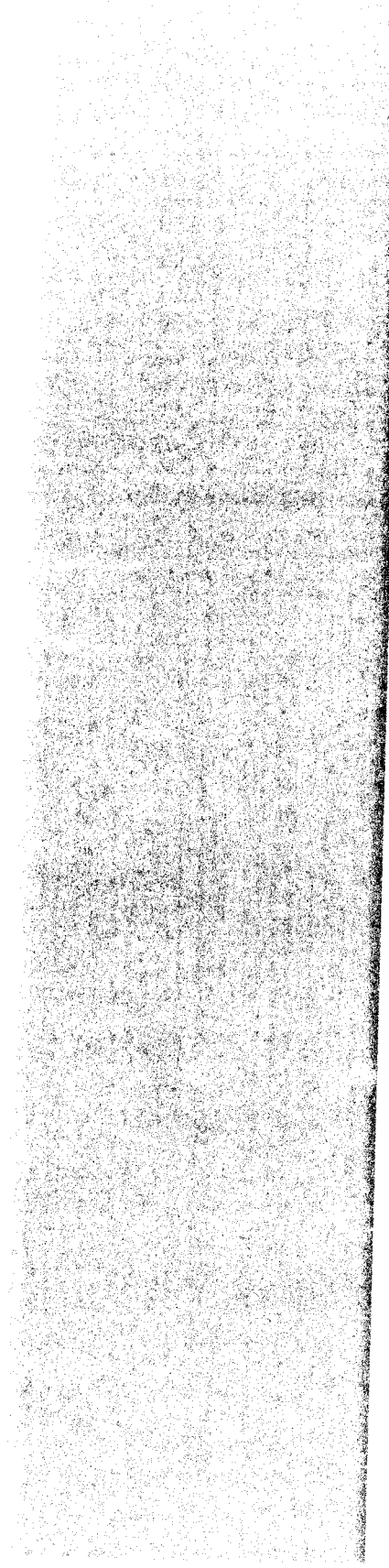



William L. Kelly, Assistant Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER July 24, 2015.

TAB 10. BID FORM

Per request, a copy of our Bid Form for this project can be found on the page following.



BID FORM

for

EMS EXPANSION: Apple Valley & Main Campus - BID F-290

TO: VICTOR VALLEY COMMUNITY COLLEGE DISTRICT,
acting by and through its Governing Board,
18422 Bear Valley Road
Victorville, California 92395
(760) 245-4271, herein called "District":

FROM: KX2 Holdings Buildings Technologies Group, dba Climatec
(Business Name of Bidder) Building Technologies Group.
18002 Cowan
(Address)
Irvine, CA. 92614
(City, State, Zip Code)
949-474-0955
(Telephone/Facsimile)
Humberto Mexia
(Name(s) of Bidder's Authorized Representative(s))

1. **Bid Proposal Amount:** Pursuant to and in compliance with the Notice Inviting Bids, the Instructions to Bidders, and the other documents relating thereto, the undersigned Bidder, having reviewed the Instructions for Bidders and all other Contract Documents and upon compliance with all requirements therein with reference to the submittal of this Bid Proposal, hereby proposes and agrees to perform the Contract including, without limitation, all of its component parts; to perform everything required to be performed; to provide and furnish any and all of the labor, materials, tools, equipment, permits, and services necessary to perform the Contract and complete in a workmanlike manner all of the work required in connection with Project described as:

EMS EXPANSION: Apple Valley & Main Campus - BID F-290

in accordance with the Contract Documents for the price as follows:

TOTAL BID \$ 107,227.00

Total Base Bid in Words:
_____ **Dollars**

3. **Bid Addenda:** In submitting this Bid Proposal, the undersigned Bidder acknowledges receipt of all Bid Addenda issued by or on behalf of the District, as set forth below. The Bidder confirms that this Bid Proposal incorporates and is inclusive of all items or other matters contained in the Bid Addenda.

hm Addenda Nos. 0.00 Received, acknowledged, and incorporated into this Bid Proposal.
(initial) (i.e. 1, 2, 3...)

4. **Rejection of Bid; Holding Open of Bid:** It is understood that the District reserves the right to reject this Bid Proposal and that this Bid Proposal shall remain open and not be withdrawn for the period specified in the Notice Inviting Bids.

5. **Documents Accompanying Bid Proposal:** The undersigned Bidder has submitted with this Bid Proposal the following:

Subcontractors List
Bid Security
Description of Insurance

Non-Collusion Affidavit
Certificate of Workers' Compensation Insurance

The Bidder acknowledges that if this Bid Proposal and the foregoing documents are not fully in compliance with applicable requirements set forth in the Notice Inviting Bids, the Instructions for Bidders, and in each of the foregoing documents, the Bid Proposal may be rejected as non-responsive.

6. **Award of Contract:** It is understood and agreed that if written notice of the acceptance of this Bid Proposal and the intent to award the Contract thereon is mailed, telegraphed, or delivered by the District to the undersigned after the opening of Bid Proposals and within the time this Bid Proposal is required to remain open, or at any time thereafter before this Bid Proposal is withdrawn, the undersigned will execute and deliver to the District the Agreement in the form attached hereto in accordance with the Bid Proposal as accepted within fourteen (14) working days after receipt of notification of award. Concurrently with delivery of the executed Agreement to the District, the Bidder awarded the Contract shall deliver to the District: (a) Certificates of Insurance evidencing all insurance coverages required under the Contract Documents; (b) the Performance Bond; (c) the Labor and Materials Payment Bond; and (d) the Drug-Free Workplace Certificate. All of the foregoing shall be in conformity with applicable requirements as set forth in the Notice Inviting Bids, the Instructions for Bidders, and each of the foregoing documents. Failure of the Bidder awarded the Contract to strictly comply with the preceding may result in the District's rescission of the award of the Contract and/or forfeiture of the Bidder's Bid Security. In such event, the District may, in its sole and exclusive discretion elect to award the Contract to the responsible Bidder submitting the next lowest Bid Proposal, or to reject all Bid proposals. The work under the Contract Documents shall be commenced by the undersigned Bidder, if awarded the Contract, on the date to be stated in the District's Notice to proceed issued pursuant to the Contract Documents and substantial completion of the work shall be achieved within the Contract Time specified in the Contract Documents.

7. **Notices:** All notices or other correspondence should be addressed to the District and the Bidder at their respective addresses set forth herein. Notices shall be effective only if in writing and in conformity with the requirements for service of notices set forth in the Contract Documents.

8. **Contractor's License:** The undersigned Bidder is currently and duly licensed in accordance with the California Contractor License Law, California Business & Professions Code §§7000 et seq., under the following classification(s) C10 C20 B bearing License Number(s) 929807 with expiration date(s) of 3/31/15. By executing this Bid Proposal and submitting the same to the District, the Bidder acknowledges the provision of the California Business & Professions Code §7028.15 which provides that it shall be a misdemeanor for any person to submit a Bid Proposal to a public agency without having a license to perform the work of the Bid Proposal. By executing this Bid Proposal, the Bidder hereby certifies that: (a) it is duly licensed, in the necessary class(es), for performing the work of the Contract Documents; (b) that such license shall be in full force and effect throughout the duration of the performance of the work under the Contract Documents; and (c) that all Subcontractors providing or performing any portion of the work of the Contract Documents shall be so similarly and appropriately licensed to perform or provide such portion of the work.

9. **Provision of the Clayton Act:** Pursuant to Government Code §4552, in submitting a Bid Proposal to the District, the Bidder offers and agrees that if the Bid Proposal is accepted, it will assign to the District all rights, title, and interest in and to all causes of action it may have under §4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 [commencing with §16700] of Part 2 of Division 7 of the Business & Professions Code), arising from purchases of goods, materials, or service by the Bidder for sale to the District pursuant to the Bid Proposal. Such assignment shall be made and become effective at the time the District tenders final payment to the Bidder.

10. **Designation of Subcontractors:** In compliance with the Subletting and Subcontracting Fair Practices Act (Public Contract Code §4104) and any amendments thereof, each Bidder shall set forth in the Subcontractors List: (1) the name and the location of the place of business of each Subcontractor who will

perform work or labor or render services to the Bidder in or about the construction of the work to be performed under the Contract Documents in an amount in excess of one-half of one percent (0.5%) of the Bidder's Bid Proposal; and (2) the portion of the work which will be performed by each Subcontractor. The Bidder shall list only one Subcontractor for each portion of the work as defined by the Bidder in its Bid Proposal.

If a Bidder fails to list a Subcontractor or if the Bidder specifies more than one Subcontractor for the same portion of work to be performed under the Contract Documents valued in excess of one-half of one percent (>0.5%) of the Bidder's Bid Proposal amount, the Bidder shall be deemed to have agreed that he/she is fully qualified to perform that portion him-/herself, and that he/she shall perform that portion of the work.

No Bidder whose Bid Proposal is accepted shall (1) substitute any Subcontractor, (2) permit any subcontract to be voluntarily assigned or transferred or allow it to be performed by anyone other than the Subcontractor originally listed in the original Bid Proposal, or (3) sublet or subcontract any portion of the work in excess of one-half of one percent of the Bidder's Bid Proposal as to which the Bidder's original Bid Proposal did not designate a Subcontractor, except as authorized in the Subletting and Subcontracting Fair Practices Act. Subletting or subcontracting of any portion of the work in excess of one-half of one percent of the Bidder's Bid Proposal as to which no Subcontractor was designated in the original Bid Proposal shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the authority awarding this contract, setting forth the facts constituting the emergency or necessity.

11. **Confirmation of Figures:** By submitting this Bid Proposal, the Bidder confirms that it has checked all of the above figures and understands that neither the District nor any of its agents, employees, or representatives shall be responsible for any errors or omissions on the part of the undersigned Bidder in preparing and submitting this Bid Proposal.

12. **Acknowledgment and Confirmation:** The undersigned Bidder acknowledges its receipt, review, and understanding of the Drawings, the Specifications, and other Contract Documents pertaining to the proposed work. The undersigned Bidder certifies that the Contract Documents are, in its opinion, adequate, feasible, and complete for providing, performing, and constructing the work in a sound and suitable manner for the use specified and intended by the Contract Documents. The undersigned Bidder certifies that it has, or has available, all necessary equipment, personnel, materials, facilities, and technical and financial ability to complete the work for the amount bid herein with the Contract Time and in accordance with the Contract Documents.

(NOTE: If Bidder is a corporation, the legal name of the corporation shall be set forth together with the signature of authorized officers or agents and the document shall bear the corporate seal; if the Bidder is a partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if Bidder is an individual, his/her signature shall be placed above.

(Corporate Seal)



(Signature)

Bob Chesher

(Printed Name)

General Manager - Climatec Irvine, CA


(Title)


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

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

TOPIC: AGREEMENT – BEINSCHROTH FAMILY TRUST

SUBMITTED BY: Edwin Martinez, Maintenance & Operations

RECOMMENDED BY: G.H. Javaheripour 

APPROVED BY: Peter Allan 

Description/Background:

The District wishes to enter into an agreement with Beinschroth Family Trust, for the purchase of 313 acre feet of water. The District has two wells on the VVC campus. Under the terms with the Watermaster, and the court ordered adjudication; we are allowed to pump up to a total of 144 acre feet of water from the two wells per year. Due to the irrigation demands and the maintenance of the upper campus lake, we pumped 379 acre feet from the Alto sub-area. The amount of overproduction is 235 acre feet.

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

Need:

Due to irrigation demands of the VVC campus, it is necessary to purchase water from the Alto sub-area.

Fiscal Impact:

\$89,205.00- Budgeted item

Recommended Action:

It is recommended that the Board of Trustees approve the agreement with Beinschroth Family Trust in the amount of \$89,205.00.

Legal Review: YES X NOT APPLICABLE ___

Reference for Agenda: YES ___ NO ___

**REQUEST FOR ASSIGNMENT OF CARRYOVER RIGHT
IN LIEU OF PAYMENT OF REPLACEMENT WATER ASSESSMENTS**

WATER YEAR ENDING SEPTEMBER 30, 2013

To be executed by both Transferee and Transferor and, if separately requested by Watermaster, be accompanied by a map of the service area where the water was used by Transferor and a map of the service area where the water is intended to be used by the Transferee.

A TRUE COPY HEREOF MUST BE FILED WITH WATERMASTER NOT LATER THAN 30 DAYS PRIOR TO THE REGULARLY SCHEDULED WATERMASTER MEETING IN MAY.

(To be accompanied by completed Exhibit "F" if Transferee is not a party to the Judgment)

For a valuable consideration, in the amount of \$ 285⁰⁰ per acre-foot receipt of which is hereby acknowledged, BEINSCROTH FAMILY TRUST ("Transferor") does hereby assign and transfer to VICTOR VALLEY COMMUNITY COLLEGE DISTRICT ("Transferee") Carryover Right of 313 ^{per phone con w/ ED MARTINEZ 3/13/14 @ 11:45 AM} ~~314~~ acre-feet in Alto Subarea.

Said assignment is made upon condition that Transferee shall apply said Carryover Right to the Transferee's Replacement Water Obligation due July 1, 2014, and shown on Appendix B of the Annual Watermaster Report filed with the Riverside Superior Court.

DATED: 2/25/14

TRANSFEEEE VIC 001

TRANSFEROR BE1002

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT

BEINSCROTH FAMILY TRUST

18422 BEAR VALLEY RD

[Signature] TRUSTEE
Michael A. Beinbroth TRUSTEE
[Signature] TRUSTEE

VICTORVILLE, CA 92395

(Signature)

(Signature)

Name of Designee of Transferee to receive service of Processes & Notices:

Name of Designee of Transferor to receive service of Processes & Notices:

EDWIN MARTINEZ

BEINSCROTH FAMILY TRUST

VICTOR VALLEY COMM. COLLEGE DISTRICT

18799 SENTENAC RD

18422 BEAR VALLEY RD VICTORVILLE

APPLE VALLEY, CA 92302

Address

Address

Telephone No. of Designee: _____

Telephone No. of Designee: _____

Notes:

14 MAR 12 AM 11:39

RECEIVED
MOUNTAIN WATER AGENCY

TEMP ID 12418
3/12/14

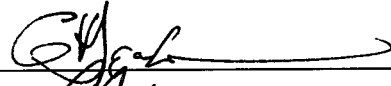
Exhibit "I"

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

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

TOPIC: APPROVE GIFT AGREEMENT WITH DR PREM REDDY

SUBMITTED BY: Ginger Ontiveros, Foundation

RECOMMENDED BY: G.H. Javaheripour 

APPROVED BY: Peter Allan 

Description/Background:

Dr. Prem Reddy has established a tradition of generous support for Victor Valley College and its Health Science programs. In 2004, he provided what was then the largest gift in the history of the college when he committed \$1 million and the college named the Dr. Prem Reddy School of Health Sciences in his honor. Since that time, Dr. Reddy has contributed more than \$3.5 million through gifts, student scholarships and partnership contracts most recently funding \$120,000 in needs within the college STEM programs.

Dr. Reddy has agreed to contribute an additional \$2 million paid over the next two years to support the development of the new Health / Science Building. This will be the largest single charitable gift in the history of the college.

This gift agreement includes recognition in the form of naming rights to the new building. In accordance with AP6620, a campus committee was convened by the Superintendent / President for collegial review. The committee recommendation is to name the building in accordance with this agreement.

Need:

This agreement establishes the terms and outlines recognition provided in honor of this \$2 million gift from Dr. Prem Reddy.

Fiscal Impact:

\$2 million to the District

Recommended Action:

It is recommended that the Board of Trustees approve the gift agreement with Dr. Prem Reddy and approve naming of the Dr. Prem Reddy Health Sciences Building

Legal Review: YES X NOT APPLICABLE ___

Reference for Agenda: YES X NO ___

DONATION AGREEMENT

THIS DONATION AGREEMENT (this "Agreement") is entered into effective the 19th day of March 2014, at Victorville, California, by and among Dr. Prem Reddy Family Foundation, ("Reddy Foundation"), Victor Valley College District Foundation, a California non-profit corporation ("College Foundation"), and Victor Valley Community College, a California Community College ("College").

WHEREAS, Dr. Prem Reddy, MD, FACC, FCCP has been a practicing cardiologist in the High Desert Region since 1981, is Chairman, President and CEO of Prime Healthcare Services, Inc. which owns Desert Valley Hospital in Victorville, California, founded the Dr. Prem Reddy Family Foundation in 1986 and has been a contributor to many charitable and educational causes and organizations in the High Desert Region, including the College; and

WHEREAS, the College Foundation is a non-profit, tax exempt 501(c)(3) educational foundation operating as a public benefit corporation, which has as its mission the raising of money for the College, facilitating the donation of goods to the College, managing scholarships to the College and serving as an extension of the public relations efforts of the College.

WHEREAS, the College is a California Community College formed under the Victor Valley Community College District that offers associate degrees, university transfer and career technical certificates to approximately 9,500 fulltime students annually.

WHEREAS, the College is currently planning for construction of a new Science and Health Laboratory Building to better serve students in life, physical and healthcare sciences.

WHEREAS, the Dr. Prem Reddy Family Foundation intends to make donations totaling Two Million Dollars (\$2,000,000.00) to the College Foundation, to be used by the College for specified purposes, all as provided in this Agreement, and the parties hereto desire to set forth their commitments, rights and obligations with respect to the donations.

NOW THEREFORE, in consideration of the promises and the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Donation. Reddy Foundation hereby commits to donate a total of Two Million Dollars (\$2,000,000.00) ("Donation") over a period of two (2) years to the College Foundation. The Donation shall be paid in two equal annual installments in the amount of One Million Dollars (\$1,000,000.00), with the first annual installment payable April 15, 2014 and subsequent equal installment shall be payable by April 15 of 2015 thus completing the full amount of the Donation. Reddy Foundation may make payments earlier than as required hereunder at his option.

2. Uses of Donation. The Donation shall be dedicated and used by the College Foundation and the College solely to support building and equipping of the new Sciences/Health Building as hereinafter set forth.

3. Description of Science/Health Building. Victor Valley College will construct a new permanent Science and Health / Nursing Laboratory Building on the main campus at Victor Valley College. The facility will have at least 22,100 square feet. The facility will include at least four science laboratories, two life science (anatomy) and two physical science (general chemistry and digital physical science; and, new laboratory facilities for Health and Nursing programs including skills labs and simulation labs for training in five health specialties: OB/Gyn, Pediatrics, ICU, Medical/Surgical Patient Room and Psychology. Construction is expected to begin in June 2014 and be completed by December 2015.

4. Name Sciences/Health Building. Upon execution of this agreement and receipt of the first installment of this donation, the College agrees to immediately and irrevocably name the Science/Health Building in honor of Dr. Prem Reddy. Accordingly "Dr. Prem Reddy Health Sciences Building" shall be established as the official name for the building described in Section 3 above. Naming of this building shall include signage as is customary to designate the name of comparable buildings at Victor Valley Community College and shall be used in college produced printed material (such as catalogs, schedules and campus maps), on the Victor Valley Community College website, advertising and campus directional whenever the building name is referenced. Upon full performance by Reddy Foundation of the obligations set forth in Section 1 above, the name of the Dr. Prem Reddy Health Sciences Building shall become irrevocable.

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

6. Invalidity. It is the intent of the parties that the provisions of this Agreement are all material and necessary for achieving the goals and objectives of the parties. Accordingly, in the event that any paragraph or provision is held to be invalid or unenforceable for any reason, the

parties agree to negotiate in good faith to revise the subject paragraph or provision so that it is valid and enforceable, and is consistent with the intent of the parties while preserving the basic financial and professional relationships established herein. If after due negotiations the parties are unable to resolve the issues so as to modify the invalid and unenforceable paragraph or provision, then any party hereto shall have the right to terminate this Agreement.

7. Termination of Agreement by College and College Foundation. This Agreement shall not be subject to termination by any party except as hereinafter provided. The College and the College Foundation shall have the right to terminate this Agreement in the event of the failure of Reddy Foundation to pay the full amount of the Donation or to make installments toward the Donation on the dates due as set forth in Section 1. However, prior to such a termination, the College and the College Foundation shall give written notice ("Notice") to the defaulting parties specifying with particularity the grounds of the alleged breach and the steps necessary to cure the breach. If the alleged breach has not been cured or if cure has not commenced by the defaulting parties within thirty (30) days from service of the Notice, the College and the College Foundation shall have the right to immediately terminate this Agreement. In the event of a material breach of this Agreement by the College and/or the College Foundation, which breach has not been cured within thirty (30) days from service of the notice of default, then Reddy Foundation may pursue all available remedies.

8. Termination of Agreement by Donor. This Agreement can be terminated by Reddy Foundation if College and College Foundation fails to adhere to the designated use of the donation as described herein. In particular, if the College and College Foundation fails to name the Science/Health Building in manner consistent with Section 4 above including timing of the same, Reddy Foundation has the right to request specific performance of the same within thirty (30) days. If the naming has not been rectified, College and College Foundation will be required to return any monies to Reddy Foundation within thirty (30) days. In addition, should the College and College Foundation, attempt to rename the Science/ Health Building to something not as described above, expressed written consent is required by Reddy Foundation. Moreover, if the name is changed or attempted to be changed without consent, College and College Foundation will be required to pay the monies provided within thirty (30) days of such change.

9. Remedies. The parties agree that in the event that there be a default by either party under the agreement, that either party may be entitled to both legal and equitable damages. Legal damages shall be limited to any amounts previously paid or promised. Equitable remedies may include specific performance, and/or preliminary or permanent injunctive relief without a requirement to post a bond. The parties agree that any such request for relief shall be brought to binding arbitration, such arbitrator to be determined by selection of the parties. Any arbitration proceeding and the selection of an arbitrator, in the event the parties cannot mutually agree to the selection of an arbitrator, shall be conducted in accordance with the rules and guidelines of the American Arbitration Association ("AAA") located in Los Angeles, CA.

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

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

12. Captions. Sections headings are inserted in this Agreement solely for the purpose of convenience of reference and shall not be construed as part of this Agreement.

13. Legal Expenses. If a legal proceeding is brought for the enforcement of this Agreement, or because of any alleged or actual dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorney's fees and other costs incurred in that action or proceeding in addition to any other relief to which such party may be entitled

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

Prem Reddy, MD, FACC, FCCP

16850 Bear Valley Road, Suite 200
Victorville, CA 92392

Victor Valley College District Foundation

18422 Bear Valley Road
Victorville, CA 92392
Attn: Executive Director

Victor Valley Community College

18422 Bear Valley Road
Victorville, CA 92392
Attn: President

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

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

17. Entire Agreement. This Agreement represents the entire agreement and understanding between the parties hereto regarding the subject matter hereof and supersedes any and all previous written or oral agreements or discussions between the parties and any other person or legal entity concerning said matters. No representations, inducements, promises or agreement, orally or otherwise, have been made by any party, or anyone acting on behalf of any party which are not embodied herein, and no other agreement, statement or promise not contained in this Agreement shall be valid or binding.

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

19. Counterparts. This Agreement may be executed in one or more counterparts, and may be exchanged by fax transmittal, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. In addition, the signatures to this Agreement may be made by fax transmission, and the fax transmittal signature may be attached to this Agreement as if it were an original.

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

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

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

By _____
Prem Reddy, MD, FACC, FCCP
Dr. Prem Reddy Family Foundation

By _____
Peter Allan, Superintendent / President
Victor Valley Community College

By _____
Donald P. Brown, President
Victor Valle College District Foundation, Inc.