



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

Date: August 10, 2010

Place: Closed Session: 4:30-6 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

*This meeting will be electronically recorded*

1. **CALL TO ORDER** 4:30 p.m.  
**ROLL CALL**  
**PLEDGE OF ALLEGIANCE**

**ANNOUNCEMENT OF ITEMS DELETED OR CORRECTED FROM THE AGENDA**  
**ANNOUNCEMENT OF ITEMS TO BE CONSIDERED IN CLOSED SESSION**

**This is the opportunity for the public to address the Board on any of these Closed Session 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)**

## CLOSED SESSION ~ West Wing Conference Room

2. **CLOSED SESSION** 4:30-6 p.m.

PUBLIC EMPLOYEE PERFORMANCE EVALUATION– Government Code Section 54954.5  
Interim Superintendent/President

PUBLIC APPOINTMENT – Government Code Section 54954.5  
Superintendent/President

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION – Government Code Section  
54956.9(a)  
F. Freeman vs. VVCCD, San Bernardino Superior Court, Case No. VCVVS042951

- 2.1 **RECESS TO CLOSED SESSION**

## REGULAR MEETING AGENDA

Board Room Victor Valley Community College  
*This meeting will be electronically recorded*

### 3. OPEN SESSION REGULAR MEETING

6 p.m.

#### 3.1 Closed Session Report

### PUBLIC COMMENTS RELATED TO AGENDA ITEMS

This is the opportunity for the public to address the Board on any 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

### 5. CONSENT AGENDA

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

Approval of consent items.

YES\_\_\_ NO\_\_\_

#### 5.1 Approval of the minutes of the July 13 regular Board meeting.

#### 5.2 Agreement – T3 Motion, Inc.

Approval of a two-year extended warranty for two T3 Motion motorized vehicles located in the Police Department. Fiscal Impact: Budgeted, \$4,220.00.

#### 5.3 Agreement – Renewal – PeopleAdmin, Inc.

Approval of the renewal agreement between Victor Valley Community College District and PeopleAdmin, Inc. to provide an applicant tracking and position and performance management module. Fiscal Impact: Budgeted, \$34,600.00

#### 5.4 Agreement/Renewal – Identix, Inc.

Ratification of the renewal agreement between Victor Valley Community College District and Identix, Inc. to provide maintenance services for the Live Scan fingerprinting machines. The Human Resources Department uses the Live Scan fingerprinting to process background checks for applications and the Police Department use the Life Scan fingerprinting machine to process background checks for the public for a fee. Fiscal Impact: Human Resources: Budgeted, \$2,475.00; Police Department: No fiscal impact (fees charged compensate for expense)

#### 5.5 Board of Trustees Payments Report

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

5.6 Foundation Donations

Acceptance of donations as college property from the Victor Valley College District Foundation. The Foundation has made expenditures from cash contributions to specific college programs in the amount of \$18,156.94 and transferred \$12,402.41 in student scholarships for a total cash contribution of \$30,559.35. Fiscal Impact: \$30,559.35 to the District.

5.7 Notice of Completion - SolFocus

Approval of the Notice of Completion for SolFocus for the construction of a 1-Megawatt Solar Generating Facility. Fiscal Impact: None

5.8 Emergency Repairs – Cooley Construction, Inc.

Ratification of the agreement between Victor Valley Community College and Cooley Construction, Inc. for emergency repairs during the parking lot repair project. The District will seek reimbursement from the county for the expense. Fiscal Impact: \$3,259.00, Fund 71 expenditure.

5.9 Notice of Completion – Cooley Construction, Inc.

Approval of the Notice of Completion for the parking lot repair project. Fiscal Impact: None.

5.10 Agreement – JSC General Contractors, Inc.

Ratification of the agreement between Victor Valley Community College and JSC General Contractors, Inc. for the demolition of the existing unsafe wooden landing and railing located at the Administration Annex Building 10A. Fiscal Impact: \$7,996.00, Fund 71 expenditure.

5.11 Agreement – JSC General Contractors, Inc.

Ratification of the agreement between Victor Valley Community College and JSC General Contractors, Inc. for the replacement and removal of Agriculture mobile home building 60C. The mobile home building is beyond its useful life and has become unsafe for use. Fiscal Impact: \$9,870.00, Fund 71 expenditure.

5.12 Award Notification – The Child Development Careers WORKs! (CDC – Works!) Program

Acceptance of the Child Development Career WORKs! Program, Grant Agreement 1012-44 by and between the Victor Valley College District and the Foundation for California Community Colleges on behalf of CDC-WORKs! Program for the 2010-2011 fiscal year. Fiscal Impact: \$33,400.00 income the District for the 2010-2011 fiscal year.

5.13 Agreements – Contract Education Services

Approval of the Contract Education Services' agreements listed below to obtain a food handler's certification. Fiscal Impact: \$600.00 income to the District.

Vendor:	Income to the District
Camp Whittle	\$ 300.00
Plantas Mexican Food	\$ 300.00
TOTAL:	\$ 600.00

5.14 Agreement – San Antonio Community Hospital

Approval of the renewal agreement between Victor Valley Community College District and San Antonio Community Hospital to provide clinical learning facilities for the health sciences programs. The agreement begins July 1, 2010 and will expire June 30, 2011. Fiscal Impact: None

- 5.15 Independent Contractor Agreement – B. Gale George  
Approval of an Independent Contractor Agreement between Victor Valley Community College District and B. Gale George to develop academic materials utilized by the K-16 Bridge Program. The period of this agreement is from August 16, 2010 to September 15, 2010. Fiscal Impact: Budgeted, \$5,000.00, grant funded.
- 5.16 Independent Contractor Agreement – Karen Myers  
Approval of an Independent Contractor Agreement between Victor Valley Community College District and Karen Myers to develop academic materials utilized by the K-16 Bridge Program. The period of this agreement is from August 16, 2010 to September 15, 2010. Fiscal Impact: Budgeted, \$5,000.00, grant funded.
- 5.17 Independent Contractor Agreement – Kathryn Piercy  
Approval of an Independent Contractor Agreement between Victor Valley Community College District and Kathryn Piercy to develop on-line academic materials utilized by the K-16 Bridge Program. The period of this agreement is from August 16, 2010 to September 15, 2010. Fiscal Impact: Budgeted, \$3,500.00, grant funded.
- 5.18 Independent Contractor Agreement – Erica I. Miranda  
Approval of an Independent Contractor Agreement between Victor Valley Community College District and Erica I. Miranda to provide Spanish translation services for academic materials utilized by the K-16 Bridge Program. The period of this agreement is from August 16, 2010 to September 15, 2010. Fiscal Impact: Budgeted, \$5,900.00, grant funded.

## **ACTION AGENDA**

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

- 6.1 Separate approval of items pulled from consent agenda YES \_\_\_ NO \_\_\_

### **8. INSTRUCTION**

- 8.1 Award Notification – Upward Bound Math & Science Grant YES \_\_\_ NO \_\_\_  
Acceptance of the grant award renewal for the 2010-2011 academic year. This 4-year TRIO Program grant is funded by the U.S. Department of Education and is issued to renew the funding for the 2010-2011 academic year, the 4<sup>th</sup> year of the grant. Fiscal Impact: \$250,000.00 grant funds to the District.

### **10. ADMINISTRATIVE SERVICES**

- 10.1 2012-16 Five-Year Facilities Construction Plan YES \_\_\_ NO \_\_\_  
Approval of the submittal of the Five-Year Facilities Construction Plan to the Chancellor's Office. Fiscal Impact: None
- 10.2 Change Order #2 – CHJ, Inc. – Eastside Public Safety YES \_\_\_ NO \_\_\_  
Approval of the Change Order #2 with CHJ, Inc. required by The Division of the State Architect (DSA), for additional geotechnical investigation; approved by the former Superintendent/President. Fiscal Impact: \$1,437.50, Bond Funded.

**11. HUMAN RESOURCES**

11.1 Search Committee for Superintendent/President YES \_\_\_ NO \_\_\_  
Approval of the formation of a search committee for the Superintendent/President. Fiscal Impact: None

11.2 Foundation Employment Agreements YES \_\_\_ NO \_\_\_  
Approval of the agreements with the Foundation for the employment of the Foundation's Executive and Executive/Financial Assistant. Fiscal Impact: None to the District; funds are reimbursed by the Foundation.

**12. 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.

12.1 Foundation

12.2 Employee Groups

- a) CTA
- b) CSEA
- c) AFT Part-Time Faculty United

**13. TRUSTEE COMMENTS**

- ASB

**14. ITEMS FOR FUTURE BOARD MEETINGS**

Board members may request items to be placed on future Board meetings for a report or information.

**15. PUBLIC COMMENTS RELATED TO NON-AGENDA ITEMS**

**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)

**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 Fusako Yokotobi, 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: July 13, 2010

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

Workshop: 5-6 p.m., Board 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

*This meeting will be electronically recorded*

#### CALL TO ORDER

**4:30 p.m.**

The Board of Trustees of Victor Valley Community College District met in Open Session on July 13, 2010 in the Board Room of the Administration building. Ms Valles, Board President called the meeting to order at 4:30 p.m.

**TRUSTEE ROLL CALL:** Angela Valles, Board President; Chris Mollenkamp Vice President; Dennis Henderson, Clerk; Joe Range, Trustee

**Absent:** Don Nelson, Trustee; Judy Schmoll, Student Trustee

Don Nelson, Trustee arrived at 4:31 p.m.

Judy Schmoll, Student Trustee arrived at 5 p.m.

#### PLEDGE OF ALLEGIANCE

Dennis Henderson 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**

### CLOSED SESSION ~ Human Resources Conference Room

#### 2. CLOSED SESSION

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

PUBLIC EMPLOYEE PERFORMANCE EVALUATION– Government Code Section 54954.5  
Interim Superintendent/President

PUBLIC APPOINTMENT – Government Code Section 54954.5  
Superintendent/President

LABOR NEGOTIATIONS –Government Code Section 54957.6  
District Representatives: Christopher O'Hearn and Fusako Yokotobi  
Employee Organizations: CSEA, AFT

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

At 4:33 p.m. Board President Valles recessed to closed session.

## **REGULAR MEETING AGENDA**

*Board Room Victor Valley Community College  
This meeting will be electronically recorded*

### **4. OPEN SESSION REGULAR MEETING**

#### **4.1 Closed Session Report**

At 6 p.m. Board President Valles reconvened to open session and announced that there were no actions taken in Closed Session and as a result of the delay of the start of the meeting the agenda was moved to conduct the bond/construction workshop.

Presentations related to the bond and future construction projects were conducted by Jim Roth, Bond Underwriter with Piper Jaffray, David Casnocha, Bond Council, and from gkkworks Al McQuilkin and Matt Greiner.

An overview of where the bond plan is and what opportunities are available were presented by Jim Roth and David Casnocha. The news is not very good. The severe real estate recession has impacted the bond, making the sale of the bonds highly unlikely.

Mr. McQuilkin and Mr. Greiner presented three suggested construction sites for the One-Stop Building highlighting the pros and cons for each site

Following the presentations, a unanimous direction was provided by the board to go forward with Option C for the construction of the One Stop Building located on lower campus and to scale back the project to fit within the available bond money.

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

**PUBLIC COMMENTS RELATED TO AGENDA ITEMS:** None

### **4. SUPERINTENDENT/PRESIDENT'S REPORT**

Dr. O'Hearn announced that the college was recently recognized by the U.S. Census Bureau in assisting with the census count in 2010.

A report to the community regarding Measure JJ has been mailed out providing a summary of accomplishments.

- **Faculty Senate** - Absent

### **5. CONSENT AGENDA**

It was MSC (Nelson/Henderson, 5-0) to approve the consent items in one motion.

5.1 Approval of the minutes of the June 8, 2010 regular Board meeting and June 11, 2010 special Board meeting.

5.2 Agreement/Renewal – Syncsort, Inc.

Ratification of the renewal agreement between Victor Valley Community College District and Syncsort, Inc. to maintain support services for the Syncsort Backup Express software that is used for backing up essential file systems. Fiscal Impact: \$5,733.00, budgeted item.

- 5.3 Amended Agreement – Livetime Software, Inc.  
Ratification of the agreement between Victor Valley Community College District and Livetime Software, Inc. to purchase 14 additional licenses for IT/MIS work order scheduling. Fiscal Impact: \$7,656.00, budgeted item.
- 5.4 Agreement/Renewal – Continuant, Inc.  
Ratification of the renewal agreement between Victor Valley Community College District and Continuant, Inc. to provide maintenance support for all campus Cisco SmartNet equipment and software applications. Fiscal Impact: \$2,639.05, budgeted item.
- 5.5 Authorized Signatory  
Approval of the signature of Mark Zacovic to represent the board in the named matters for fiscal year 2010-2011 per Education Code 72282. Fiscal Impact: None
- 5.6 Rescind – Board Delegated Signature Authority  
Approval to rescind all signatory authority for Robert M. Silverman, effective immediately. Fiscal Impact: None
- 5.7 Academic Equivalency – Rodney Woodard – Construction Technology  
Approval of the academic equivalency for Rodney Woodard, Construction Technology. Fiscal Impact: None
- 5.8 Grant of Easement – County Services Area 64  
Approval of the Grant of Easement to County Services Area 64 to install and maintain water service to the campus. Fiscal Impact: None
- 5.9 Agreement – Cooley Construction Inc.  
Ratification of the agreement between Victor Valley Community College and Cooley Construction, Inc. to demo and remove landscaping located on upper campus. Fiscal Impact: \$8,900.00. – Local Bond Funded
- 5.10 Agreement – Carrier Johnson & Culture  
Ratification of the agreement between Victor Valley Community College District and Carrier Johnson & Culture to provide furniture, furnishings, equipment and design services for the Eastside Public Safety Training Center. Fiscal Impact: \$39,435.00 + \$3,000.00 reimbursable expenses – Local Bond Funded.
- 5.11 Disposal of Surplus Electronic Equipment  
Approval of the disposal of obsolete, hazardous electronic waste for the 2010-2011 fiscal year. Fiscal Impact: The District is currently receiving five cents per pound for the electronic waste. The money is returned to the general fund.
- 5.12 Agreement Renewal – Excelsior Education Center  
Ratification of the agreement between Victor Valley Community College District and Excelsior Education Center for police patrol and response services for the 2010-2011 fiscal year. Fiscal Impact: \$15,000.00 – Revenue to the District.
- 5.13 Agreement Renewal – #10/11-0145 – San Bernardino County Superintendent of Schools  
Ratification of the agreement between Victor Valley Community College District and San Bernardino County Superintendent of Schools for county courier services. Fiscal Impact: not to exceed \$3,257.02, budgeted.



- 5.14 Agreement Renewal – Sixten & Associates  
Ratification of the agreement between Victor Valley Community College District and Sixten & Associates for State Mandated Cost Claim Preparation for the 2010-2011 fiscal year. The term of the agreement is from July 1, 2010 – June 30, 2011. Fiscal Impact: Not to exceed \$13,000, budgeted.
- 5.15 Board of Trustees Budget Transfer Request Report  
Approval of the budget transfers as submitted. Fiscal Impact: None
- 5.16 Board of Trustees Payments Report  
Approval of the Board of Trustees Payments Report. Fiscal Impact: None
- 5.17 Agreement Renewal – Keenan & Associates  
Ratification of the contract between Victor Valley Community College District and Keenan & Associates to provide loss control services as needed for the 2010-2011 fiscal year. Fiscal Impact: Not to exceed \$20,000.00, budgeted.
- 5.18 Agreement Renewal – Hi Desert Alarm  
Ratification of the agreement between Victor Valley Community College District and Hi Desert Alarm to furnish and install a rapid notification system at the Human Resources Department for Campus Police assistance. Fiscal Impact: \$600.00, fund 71 expenditure.
- 5.19 Agreement Renewal – Hesperia Unified School District  
Ratification of the renewal agreement between Victor Valley Community College District and Hesperia Unified School District to lease 6 classroom spaces at Hesperia High School to hold college courses at this site. Fiscal Impact: \$15,000.00, budgeted item.
- 5.20 Agreements – Contract Education Services  
Approval of the Contract Education Services' agreements listed below that are being offered in the Contract Education Department. Fiscal Impact: \$40,200.00 income to the district.

Vendor	Contract Amount	Estimated Income to District
Boston Reed College – Pharmacy Tech	\$63,600.00	\$14,250.00
Boston Reed College – EKG Tech	\$46,350.00	\$ 9,000.00
Boston Reed College – Orthopedic Tech	\$66,600.00	\$11,250.00
Liberty Tax Service	\$700.00	\$ 700.00
Archangel	2,000.00	\$ 2,000.00
Notary Public Seminars – Become a Notary in One Day	2,000.00	\$ 2,000.00
Notary Public Seminars – Renewing Notaries	1,000.00	\$ 1,000.00
Total:	\$182,250.00	\$40,200.00

5.21 Agreements – Contract Education Services

Approval of the Contract Education Services' agreements listed below to obtain a food handler's certification. Fiscal Impact: \$3,000.00 income to the District.

Vendor:	Income to the District
La Fiesta Restaurant	\$ 300.00
Lupes Mexican restaurant	\$ 300.00
GoBangkok Restaurant	\$ 300.00
Linko Sushi Restaurant	\$ 300.00
United Methodist Church	\$ 300.00
Senora Cantina	\$ 300.00
IHOP Restaurant - Barstow	\$ 300.00
Pool Club Sports Bar	\$ 300.00
Hesperia Leisure League	\$ 300.00
Rancho Mexicana	\$ 300.00
Total:	\$ 3,000.00

5.22 Student Fees – Nursing Program

Approval of the student fees for the nursing program for a Comprehensive Assessment and Review Package (CARP) from Assessment Technologies Inc. (ATI). Fiscal Impact: None.

5.23 Revised Associated Student Body Constitution

Approval of the revised Associated Student Body Constitution. Specifically, to align student senators with the current academic departments. The changes were approved by the ASB Council April 23, 2010 and adopted by the student body, May 12, 2010. Fiscal Impact: None

5.24 Independent Contractor Agreement – William Garrison

Approval of an Independent Contractor Agreement between Victor Valley Community College District and William Garrison to conduct an on-site review of the SSS program. The period of this agreement is from August 9, 2010 to August 12, 2010. Fiscal Impact: Budgeted, \$4,350.00, grant funded.

5.25 Agreement – Green Valley Home Health Service

Approval of the renewal agreement between Victor Valley Community College District and Green Valley Home Health Service to provide clinical learning facilities for the health sciences programs. The agreement begins August 1, 2010 and will remain in effect unless terminated by either party. Fiscal Impact: None

5.26 Independent Contractor Agreement– Apple Valley Catering/EBR Events, LLC

Approval of an Independent Contractor Agreement between Victor Valley Community College District and Apple Valley Catering/EBR Events, LLC to provide catering services for the Upward Bound Math & Science year end banquet on July 30, 2010. Fiscal Impact: Not to exceed \$3,000.00 – grant funded.

5.27 Independent Contractor Agreement– Apple Valley Catering/EBR Events, LLC

Approval of an Independent Contractor Agreement between Victor Valley Community College District and Apple Valley Catering/EBR Events, LLC to provide catering services for the Upward Bound Math & Science year end banquet on July 29, 2010. Fiscal Impact: Not to exceed \$2,386.16 – grant funded.

5.28 Out of Country Travel – Costa Rica

Approval of out of country travel to Rancho Mastatal, Costa Rica to attend a 13-day Sustainable Development workshop from July 21, 2010 through August 2, 2010. Students will be accompanied by Professor of Political Science, Dino Bozonelos and Professor of Agriculture and Natural Resources, Neville Slade. Fiscal Impact: None to the District. The Mojave Sustainability Project will cover expense of attendance and admission of \$1,000.00 per person. The ASB, faculty and students will cover the expense of the airline tickets at \$500.00 per person. All other costs will be borne by the students and faculty.

5.29 Agreement – Datalink Networks

Ratification of the agreement between Victor Valley Community College District and Datalink Networks to provide a design and implementation plan for the migration of Novell/Groupwise to Microsoft exchange services (Phase 1 of 2). Fiscal Impact: \$36,000.00 budgeted item over a three year period.

## **ACTION AGENDA**

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

6.1 Separate approval of items pulled from consent agenda

### **8. INSTRUCTION**

8.1 Special Funding Grant Award

It was MSC (Nelson/Henderson, 5-0) to approve the Enrollment Growth and Retention Program funding award offered through the California Community College Chancellor's Office. Fiscal Impact: \$321,874.00 income to the District over two years.

### **10. ADMINISTRATIVE SERVICES**

10.1 Donation of 1972 Fire Engine to the VVCCD Fire Technology Program

It was MSC (Henderson/Nelson, 5-0) to accept the donation and ownership of a 1972 Fire Engine from the Arrowbear Volunteer Fire Department. Fiscal Impact: None

10.2 Foundation Donations

It was MSC (Henderson/Range, 5-0) to accept the donations as college property from the Victor Valley College District Foundation. The Foundation has made expenditures from cash contributions to specific college programs in the amount of \$190,904.99 and transferred \$18,400.68 in student scholarships for a total cash contribution of \$209,305.67. The Foundation has also received and is transferring ownership of in-kind (non-cash) gifts valued at \$623.59. Fiscal Impact: \$209,929.26 to the District.

10.3 Agreement Renewal – Dudek

It was MSC (Henderson/Nelson, 5-0) to approve the renewal agreement between Victor Valley Community College District and Dudek to provide environmental consulting services related to District implementation of Bond Measure JJ related projects to assure compliance with the requirements of the California Environmental Quality Act. Fiscal Impact: Not to exceed \$300,000.00, Local Bond Funded.

10.4 Agreement – Golden State Labor Compliance, LLC

It was MSC (Nelson/Mollenkamp, 5-0) to approve the agreement between Victor Valley Community College District and Golden State Labor Compliance, LLC to provide labor compliance services for the Eastside Public Safety Training Center and other bond funded projects. Fiscal Impact: \$70,000.00, Local Bond Funded.

10.5 Resolution # 10-08 – Temporary Borrowing between Funds

It was MSC (Mollenkamp, Nelson, 5-0) to approve the resolution to authorize temporary borrowing between funds for the 2010-2011 fiscal year. Fiscal Impact: None

10.6 Student Accident Insurance

It was MSC (Nelson/Henderson, 5-0) to approve the agreement between Victor Valley Community College District and Student Insurance to provide student accident insurance for Victor Valley College during fiscal year 2010-2011. Fiscal Impact: \$152,399.00, budgeted.

10.7 **FAILED** Contract Award – R.I.C. Construction Company, Inc.

It was motioned by Trustee Nelson and seconded by Trustee Range to approve to award the contract to R.I.C. Construction Company, Inc. for campus landscape sustainability upgrades. Fiscal Impact: \$949,530.00, Local Bond Funded.

Following discussion, it was motioned by Trustee Nelson and seconded by Trustee Range to withdraw their motions.

It was MSC (Nelson/Henderson, 5-1, Mollenkamp opposed) to table the item until the next meeting.

10.8 Statewide Association of Community Colleges

It was MSC Range/Henderson, 5-0) to approve to continue working with Statewide Association of Community Colleges to provide liability and property insurance coverage for Victor Valley College during fiscal year 2010-2011. Fiscal Impact: \$383,274.00, budgeted.

**11. HUMAN RESOURCES**

11.1 Resolution #10-09 – Supplemental Employee Retirement Plan (SERP)

It was MSC (Nelson/Henderson, 5-0) to adopt the resolution #10-09 to provide the Supplemental Employee Retirement Plan (SERP). Fiscal Impact: Projected net savings of \$3,450,741.00 over five years.

11.2 Management Interim Appointment, Executive Vice President

It was MSC (Henderson/Nelson, 5-0) to ratify the appointment of Mark Zacovic to fill the position of Interim Executive Vice President, Instruction and Student Services beginning June 16, 2010 and ending no later than June 30, 2011. Fiscal Impact: Budgeted.

**12. INFORMATION/DISCUSSION**

**12.1 Monthly 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 Foundation – Janice Olsen

13.2 Employee Groups

a) CTA – Absent

b) CSEA – Sharon Wright

c) AFT Part-Time Faculty United - Absent

• **TRUSTEE COMMENTS**

ASB - Judy Schmoll, Student Trustee reported on student activities.

Trustee Henderson stated that he appreciates everything the Foundation does for the college. Vice President Mollenkamp stated that the college needs to be careful fiscally. Trustee Nelson complimented Mr. Greulich on his work on the solar dedication. President Valles was very pleased with the ASB retreat that she recently attended. In addition, she welcomed Dr. Zacovic and stated that Dr. O'Hearn was doing a great job serving as Interim Superintendent/President.

**15. ITEMS FOR FUTURE BOARD MEETINGS**

Board members may request items to be placed on future Board meetings for a report or information.

Trustee Nelson requested the agenda items addressing the cell phone tower and campus landscaping to be placed on the next agenda. Vice President Mollenkamp would like the tabled items from this evening's agenda to be on the next agenda. Trustee Range requested a detailed project list.

**16. PUBLIC COMMENTS RELATED TO NON-AGENDA ITEMS:** Miquele Montagnetti and Dewey Kelleygray

**17. ADJOURNMENT**

It was MSC (Range/Henderson, 5-0) to adjourn the meeting at 8:22 p.m.

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Dennis Henderson, Clerk

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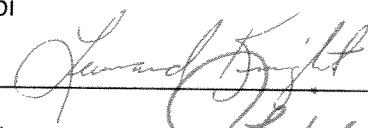
Date Approved


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

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

**TOPIC:** AGREEMENT—T3 Motion, Inc.

**SUBMITTED BY:** Fusako Yokotobi

**RECOMMENDED BY:** Leonard Knight 

**APPROVED BY:** Christopher O'Hearn 

**Description/Background:**

Two T3 segway motorized vehicles were donated by the Mojave Air Quality Control Board to the college Police Department in April 2009. The original warranty on these vehicles is expiring, and the district wishes to extend the maintenance warranty to keep these vehicles in good working order.

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

**Need:**

Board approval is needed to extend the vehicle warranty for two years for two T3 segway motorized vehicles.

**Fiscal Impact:**

Expenditure: Budgeted, \$4220.

**Recommended Action:**

It is recommended that the Board of Trustees approve a two-year extended warranty for two T3 segway motorized vehicles.

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

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

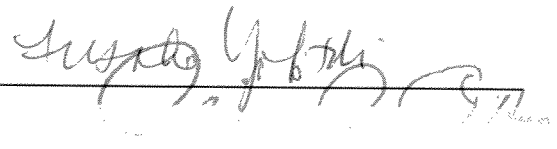
VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES  
AGENDA ITEM

BOARD CONSENT  BOARD ACTION  BOARD INFORMATION (no action required)

TOPIC: AGREEMENT RENEWAL – PEOPLEADMIN, INC.

SUBMITTED BY: Fusako Yokotobi

RECOMMENDED BY: Fusako Yokotobi



APPROVED BY: Christopher O'Hearn



**Description/Background:**

The district wishes to renew its agreement with PeopleAdmin. PeopleAdmin establishes and maintains an automated Internet-based system for accepting and processing employment applications through its application tracking module. PeopleAdmin is in the process of establishing and maintaining an automated Internet-based system for performing administrative tasks related to employee position description management and performance evaluation processes through its position and performance management module.

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

**Need:**

The district desires to continue using the applicant tracking and position and performance management module.

**Fiscal Impact:** \$34,600 – Budgeted item.

**Recommended Action:** It is recommended that the Board of Trustees approve the agreement with PeopleAdmin in the amount of \$34,600 for the period of 08/28/10 through 08/27/11.

**Legal Review:** YES  NOT APPLICABLE

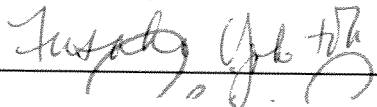
**Reference for Agenda:** YES  NO

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES  
AGENDA ITEM

BOARD CONSENT  BOARD ACTION  BOARD INFORMATION (no action required)

TOPIC: AGREEMENT RENEWAL – IDENTIX INC.

SUBMITTED BY: Rocio Chavez, Human Resources

RECOMMENDED BY: Fusako Yokotobi 

APPROVED BY: Christopher O'Hearn 

**Description/Background:**

The district wishes to renew its maintenance agreement with Identix Inc. to provide maintenance services for the Live Scan fingerprinting machines. This service ensures telephone help desk and on-site service between 8 a.m. and 5 p.m. Monday through Friday.

The Human Resources Department currently uses the Live Scan fingerprinting machine to process background checks for applicants; the Police Department currently uses the Live Scan fingerprinting machine to process background checks for the public for a fee.

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

**Need:** This maintenance service is needed to ensure that the Identix Live Scan fingerprinting machines are fully operational at all times.

**Fiscal Impact:** Human Resources: Budgeted item, \$2,475.00  
Police Department: No fiscal impact (fees charged compensate for expense)

**Recommended Action:** It is recommended that the Board approve the agreement with Identix Inc. in the amount of \$5,210.75 for the period of 10/01/10 through 8/31/11 (Human Resources) and 9/1/10 through 8/31/11 (Police Department).

**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:** BOARD OF TRUSTEES PAYMENTS REPORT

**SUBMITTED BY:** Renee Garcia, Fiscal Services

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

**APPROVED BY:** Christopher O'Hearn 

**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 Payments Report.

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

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

**BOARD PAYMENT REPORT  
BOARD OF TRUSTEES MEETING, AUGUST 10, 2010**

	General Fund	Insurance Trust	Cap Projects Fund	Child Dev Ctr Fund	Revenue Bond	Student Cntr Fee
BATCH 1051	\$ 13,302.98			\$ -		
BATCH 1051A	\$ 1,995.00					
BATCH 1052			\$ 2,180.00			
BATCH 1053 VOIDED						
BATCH 1053A			\$ 6,125.00			
BATCH 1054 VOIDED						
BATCH 1054A			\$ 8,000.00			
BATCH 1055	\$ 11,256.22					
BATCH 1056 VOIDED						
BATCH 1056A	\$ 63,854.00					
BATCH 1057	\$ 9,560.87					
BATCH 1057A	\$ 2,773.99					
BATCH 1058	\$ 4,173.85					
BATCH 1059		\$10,000.00				
BATCH 1060	\$ 9,096.68					
BATCH 1061	\$ 6,052.23					
BATCH 1062	\$ 347.93					
BATCH 1063	\$ 3,433.58					
BATCH 1064	\$ 3,477.06					
BATCH 1064A	\$ 2,411.67					
BATCH 1065 VOIDED						
BATCH 1065A	\$ 58,265.62					
BATCH 1066	\$ 104.21					
BATCH 1067	\$ 135.00					
BATCH 1068			\$ 1,858.60			
BATCH 1069	\$ 807.88					
BATCH 1070 VOIDED						
BATCH 1070A					\$ 74,978.00	
BATCH 1071			\$ 341.03			
BATCH 1072	\$ 6,167.86					
BATCH 1073 VOIDED						
BATCH 1073A	\$ 3,362.99					
BATCH 1074	\$ 736.64					
BATCH 1075	\$ 23.86					

**BOARD PAYMENT REPORT  
BOARD OF TRUSTEES MEETING, AUGUST 10, 2010**

	General Fund	Insurance Trust	Cap Projects Fund	Child Dev Ctr Fund	Revenue Bond	Student Cntr Fee
BATCH 1076	\$ 479.00					
BATCH 1077	\$ 133.35					
BATCH 1078 VOIDED						
BATCH 1078A	\$ 13,420.00				\$ 3,601.84	
BATCH 1079						
BATCH 1080 CONTAINS NO PAYMENT						
BATCH 1081	\$ 2,000.00					
BATCH 1082	\$ 2,654.17					
BATCH 1082A	\$ 9,865.50					
BATCH 1083 CONTAINS NO PAYMENT						
BATCH 1083A					\$ 2,480.55	
BATCH 1084	\$ 125.00					
BATCH 1085	\$ 2,526.50					
BATCH 1086	\$ 3,274.01					
BATCH 1086A	\$ 65,592.00					
BATCH 1087 VOIDED						
BATCH 1087A					\$ 1,950.00	
BATCH 1088 VOIDED						
BATCH 1088A	\$ 15,270.15				\$ 1,083.50	
BATCH 1089						
BATCH 1090 VOIDED						
BATCH 1090A	\$ 1,802.55				\$ 5,016.50	
BATCH 1091	\$ 2,000.00					
BATCH 1091A	\$ 2,093.86					
BATCH 1092	\$ 3,971.57					
BATCH 1093						
<b>TOTAL</b>	\$ 326,547.78	\$10,000.00	\$ 18,504.63		\$ 89,110.39	


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

BOARD CONSENT  BOARD ACTION  BOARD INFORMATION (no action required)

TOPIC: FOUNDATION DONATIONS

SUBMITTED BY: Ginger Ontiveros, Victor Valley College Foundation

RECOMMENDED BY: G.H. Javaheripour 

APPROVED BY: Christopher O'Hearn 

**Description/Background:**

Acceptance of donations as college property from the Victor Valley College District Foundation. The Foundation has made expenditures from cash contributions to specific college programs in the amount of \$18,156.94 and transferred \$12,402.41 in student scholarships for a total cash contribution of \$30,559.35. Total contributions from the Foundation for June 2010 are \$30,559.35 to the District.

**Need:** N/A

**Fiscal Impact:** \$30,559.35 to the District

**Recommended Action:**

It is recommended that the Board of Trustees accept the donations as college property.

**Legal Review:** YES  NOT APPLICABLE

**Reference for Agenda:** YES  NO

**WVC FOUNDATION SUPPORT TO WVC**  
**Expenditures Made From Cash Donations**  
**June 2010**

<b>Project Description</b>	<b>Post date</b>	<b>Trans. Amount</b>	<b>Account Description</b>	<b>Reference</b>
Agriculture (Mojave Sustainability Project)	06/10/10	\$ 5,000.00	Scholarships	Sustainability Project Scholarships
<b>Agriculture Total:</b>		<b>\$5,000.00</b>		
Child Development	06/22/10	\$ 184.88	Facilities & Decorations	Balloon Arch for CDC Graduation
<b>CDC Total:</b>		<b>\$184.88</b>		
Friends of the Library	06/22/10	\$ 140.50	Outside Labor	Plant Maintenance
<b>Friends of the Library Total:</b>		<b>\$140.50</b>		
Garcia, Lorena (Campus Grant)	06/22/10	\$ 143.20	Grants Awarded	To Purchase Strong Profile College Ed Admin
Grants - General	06/24/10	\$ 57.61	Postage	Credit Card Charges
Grants - General	06/24/10	\$ 61.30	Hospitality	Credit Card Charges
Parachute Project	06/24/10	\$ 2.71	Hospitality	Credit Card Charges
Parachute Project	06/24/10	\$ 115.00	Meals	Credit Card Charges
<b>Grants Total:</b>		<b>\$ 379.82</b>		
General Scholarship Clearing Fund	06/22/10	\$ 139.20	Facilities & Decorations	Balloons for Scholarship Ceremony
General Scholarship Clearing Fund	06/22/10	\$ 400.00	Scholarships	Scholarship Transfer
General Scholarship Clearing Fund	06/02/10	\$ 1,865.71	Scholarships	Scholarships Received thru 5/28/10
General Scholarship Clearing Fund	06/08/10	\$ 2,837.50	Outside Labor	Scholarships Received thru 06/08/10
General Scholarship Clearing Fund	06/24/10	\$ 210.00	Scholarships	Credit Card Charges
General Scholarship Clearing Fund	06/24/10	\$ 6,950.00	Scholarships	Scholarships Received thru 06/24/10
<b>Scholarships Total:</b>		<b>\$ 12,402.41</b>		
Spring - Even Nursing Class	06/22/10	\$ 114.19	Equipment / Supplies	Reimbursement for Nursing Graduation
<b>Nursing Total:</b>		<b>\$ 114.19</b>		
Paramedic Academy	06/24/10	\$ 188.00	Equipment / Supplies	Credit Card Charges
Paramedic Academy	06/24/10	\$ 82.39	Travel	Credit Card Charges
Paramedic Academy	06/22/10	\$ 403.94	Equipment / Supplies	Reimbursement for Paramedic License Test Supplies
Paramedic Academy	06/02/10	\$ 2,557.38	Equipment / Supplies	Supplies for Candle Fundraiser
Paramedic Academy	06/08/10	\$ 350.00	Awards & Recognition	Paramedic Academy Graduation Gifts
Paramedic Academy	06/08/10	\$ 150.00	Outside Labor	Paramedic Exam Proctor
Paramedic Academy	06/08/10	\$ 150.00	Outside Labor	Paramedic Exam Proctor
Paramedic Academy	06/08/10	\$ 150.00	Outside Labor	Paramedic Exam Proctor
Paramedic Academy	06/08/10	\$ 150.00	Outside Labor	Paramedic Exam Proctor
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Paramedic Academy	06/08/10	\$ 150.00	Outside Labor	Paramedic Exam Proctor
Paramedic Academy	06/08/10	\$ 150.00	Outside Labor	Paramedic Exam Proctor

**VVC FOUNDATION SUPPORT TO WVC**  
**Expenditures Made From Cash Donations**  
**June 2010**

Project Description	Post date	Trans. Amount	Account Description	Reference
Paramedic Academy	06/08/10	\$ 150.00	Outside Labor	Paramedic Exam Proctor
Paramedic Academy	06/08/10	\$ 150.00	Outside Labor	Paramedic Exam Proctor
Paramedic Academy	06/08/10	\$ 150.00	Outside Labor	Paramedic Exam Proctor
Paramedic Academy	06/08/10	\$ 150.00	Outside Labor	Paramedic Exam Proctor
Paramedic Academy	06/08/10	\$ 150.00	Outside Labor	Paramedic Exam Proctor
Paramedic Academy	06/08/10	\$ 150.00	Outside Labor	Paramedic Exam Proctor
Paramedic Academy	06/08/10	\$ 150.00	Outside Labor	Paramedic Exam Proctor
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Paramedic Academy	06/08/10	\$ 150.00	Outside Labor	Paramedic Exam Proctor
Paramedic Academy	06/08/10	\$ 150.00	Outside Labor	Paramedic Exam Proctor
Paramedic Academy	06/08/10	\$ 150.00	Outside Labor	Paramedic Exam Proctor
<b>Paramedic Academy Total:</b>	06/22/10	<b>\$ 10,753.80</b>	<b>Equipment / Supplies</b>	<b>Reimbursement for IPAD Apps</b>
	06/22/10	\$ 550.00	Outside Labor	<b>Paramedic Academy Graduation</b>
	06/22/10	\$ 550.00	Outside Labor	<b>Paramedic Academy Graduation</b>
	06/22/10	\$ 606.83	Refund	<b>Refund for IPAD</b>
	06/22/10	\$ 606.83	Refund	<b>Refund for IPAD</b>
	06/22/10	\$ 606.83	Refund	<b>Refund for IPAD</b>
	06/22/10	\$ 606.83	Refund	<b>Refund for IPAD</b>
	06/22/10	\$ 606.83	Refund	<b>Refund for IPAD</b>
<b>Soccer</b>	06/22/10	\$ 100.19	Meals	<b>Reimbursement for Soccer Recruitment Lunches</b>
<b>Softball Fund</b>	06/24/10	\$ 60.00	Outside Labor	<b>Contracted Services</b>
<b>Women's Basketball</b>	06/24/10	\$ 1,038.58	Equipment / Supplies	<b>Women's BB Supplies</b>
<b>Women's Basketball</b>	06/24/10	\$ 69.98	Equipment / Supplies	<b>Contracted Services</b>
<b>Athletics Total:</b>		<b>\$ 1,268.75</b>		
<b>Transfer Center</b>	06/22/10	\$ 315.00	Refund	<b>To Reimburse for Student Reimbursements</b>
<b>Transfer Center Total:</b>		<b>\$ 315.00</b>		
		<b>GRAND TOTAL: \$ 30,559.35</b>		

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

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

**TOPIC:** NOTICE OF COMPLETION – SOLFOCUS

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

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

**APPROVED BY:** Christopher O'Hearn 

**Description/Background:**

The District wishes to submit for approval a Notice of Completion for Solfocus for the construction of a 1-Megawatt Solar Generating Facility.

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

**Need:**

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

**Fiscal Impact:** No fiscal impact.

**Recommended Action:**

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

**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:** EMERGENCY REPAIRS – COOLEY CONSTRUCTION, INC.

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

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

**APPROVED BY:** Christopher O'Hearn 

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**Description/Background:**

The District wishes to submit for approval payment for emergency repairs completed by Cooley Construction, Inc. for a manhole cover that was damaged during the Parking Lot Repair project (Board approved May 11, 2010). Cooley Construction, Inc. was grinding Fish Hatchery Road and hit a manhole that was not marked by Dig Alert. This tore up the sewer ring, causing concrete and debris to fall into the sewer. Cooley Construction, Inc. had to perform emergency repairs to vacuum out and rebuild the rings and manhole and bring it to the same elevation as the street. County Service Area 64 should have contracted with Dig Alert to mark the covered manhole.

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

**Need:**

Due to the unmarked manhole, Cooley Construction, Inc. was unaware of its existence under the asphalt and had to perform emergency repairs. Because Dig Alert did not mark this manhole, it is the responsibility of County Service Area 64, and the District will seek reimbursement for this expense.

**Fiscal Impact:** \$3,259.00 – Fund 71 expenditure.

**Recommended Action:**

This item has been approved by the Interim Superintendent/President and it is recommended that the Board of Trustees ratify the payment to Cooley Construction, Inc. for emergency repairs in the amount of \$3,259.00 as submitted.

**Legal Review:** YES  NOT APPLICABLE

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**Reference for Agenda:** YES  NO



VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES  
AGENDA ITEM

BOARD CONSENT  BOARD ACTION  BOARD INFORMATION (no action required)

TOPIC: NOTICE OF COMPLETION – COOLEY CONSTRUCTION, INC.

SUBMITTED BY: Steve Garcia, Facilities Construction

RECOMMENDED BY: G.H. Javaheripour 

APPROVED BY: Christopher O'Hearn 

**Description/Background:**

The District wishes to submit for approval a Notice of Completion for Cooley Construction, Inc. for the Parking Lot Repair project.

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

**Need:**

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

**Fiscal Impact:** No fiscal impact.

**Recommended Action:**

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

**Legal Review:** YES  NOT APPLICABLE

**Reference for Agenda:** YES  NO


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

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

**TOPIC:** AGREEMENT – JSC GENERAL CONTRACTORS, INC.

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

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

**APPROVED BY:** Christopher O'Hearn 

**Description/Background:**

The District wishes to enter into an agreement with JSC General Contractors, Inc. for the replacement of the existing unsafe wooden landing and railing located at the Administration Annex Building 10A. The landing, railings and stairs have become weathered and unsafe. The agreement includes installation of a new, more reliable concrete landing and stairs.

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

**Need:**

The landing in front of the Administration Annex Building 10A is in disrepair and is unsafe and must be replaced.

**Fiscal Impact:** \$7,996.00 – Fund 71 expenditure.

**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 JSC General Contractors, Inc. in the amount of \$7,996.00 as submitted.

**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 – JSC GENERAL CONTRACTORS, INC.

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

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

**APPROVED BY:** Christopher O'Hearn 

**Description/Background:**

The District wishes to enter into an agreement with JSC General Contractors, Inc. for the demolition and removal of Agriculture mobile home building 60C. This 40-plus year old, single wide, 496 square foot mobile home is beyond its useful life and it would not be cost effective to repair. It has become unsafe and uninhabitable for student and staff use. Once demolished and removed, this facility will also be removed from the District's Space Inventory.

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

**Need:**

This mobile home building is beyond its useful life and has become unsafe for use. It would not be cost effective to try to repair this building.

**Fiscal Impact:** \$9,870.00 – Fund 71 expenditure.

**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 JSC General Contractors, Inc. in the amount of \$9,870.00 as submitted.

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

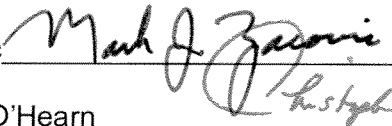
**Reference for Agenda:** YES \_\_\_ NO X


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

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

**TOPIC:** **AWARD NOTIFICATION - THE CHILD DEVELOPMENT CAREERS WORKS! (CDC- WORKs!) PROGRAM**

**SUBMITTED BY:** Sandy Visser, Associate Professor, Child Development

**RECOMMENDED BY:** Mark Zacovic 

**APPROVED BY:** Christopher O'Hearn 

**Description/Background:**

The District desires to accept the grant renewal award notification from The Foundation for California Community Colleges (FCCC) and the Child Development Careers WORKs! Program [formerly Temporary Assistance Needy Families-Child Development Careers (TANF-CDC) Program].

A copy of this grant agreement is available in the president's office for your review.

**Need:**

- Assist CDC-WORKs! students in receiving education, training, certification and permits in the field of Early Care and Education by providing services such as: book and instructional materials, transportation, tutoring, workshops and background checks.
- Assist the CDC-WORKs! facilitator, liaison and staff to better understand the services that are available for the students.

**Fiscal Impact:**

\$33,400.00 income to the District for the 2010-2011 fiscal year.

**Recommended Action:**

It is recommended by the Superintendent/President that the Board of Trustees accept The Child Development Careers WORKs! Program, Grant Agreement 1012-44 by and between the Victor Valley College District and the Foundation for California Community Colleges on behalf of CDC-WORKs! Program for the 2010-2011 fiscal year.

**Legal Review:** YES  NOT APPLICABLE

**Reference for Agenda:** YES  NO

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

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

**TOPIC:** AGREEMENTS - CONTRACT EDUCATION SERVICES

**SUBMITTED BY:** Debbie Potts, Contract Education

**RECOMMENDED BY:** Mark Zacovic Mark J. Zacovic

**APPROVED BY:** Christopher C. O'Hearn Christopher C. O'Hearn

**Description/Background:**

The District desires to approve the Contract Education Services agreements listed below for the courses offered in the Contract Education department.

Copies of the agreements are available for review in the Superintendent/President's office.

Vendor:	Income to the District
Camp Whittle	\$ 300.00
Plantas Mexican Food	\$ 300.00
<b>Total:</b>	<b>\$ 600.00</b>

**Need:**

Anyone handling food in San Bernardino County is required to obtain a food handlers certification card by attending a two-hour class.

**Fiscal Impact:**

\$600.00 Income to the District

**Recommended Action:**

It is recommended by the Superintendent/President that the Board of Trustees approve the agreement(s) listed above that are being offered in the Contract Education Department.

**Legal Review:** YES  NOT APPLICABLE

**Reference for Agenda:** YES  NO

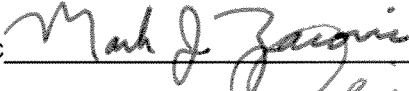
**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES  
AGENDA ITEM**

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


**TOPIC:** AGREEMENT – SAN ANTONIO COMMUNITY HOSPITAL

**SUBMITTED BY:** Geneva Baker, Allied Health

**RECOMMENDED BY:** Mark Zacovic



**APPROVED BY:** Christopher C. O'Hearn



**Description/Background:**

The District desires to renew an agreement between Victor Valley Community College District and San Antonio Community Hospital located in Upland, CA, originally approved on July 14, 2009. The contract renewal covers the period July 1, 2010 through June 30, 2011.

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

**Need:**

This agreement provides clinical learning facilities for the health sciences programs.

**Fiscal Impact:**

None

**Recommended Action:**

It is recommended by the Superintendent/President that the Board of Trustees renew the agreement between Victor Valley Community College District and San Antonio Community Hospital. The contract renewal covers the period July 1, 2010 through June 30, 2011.

**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 – B. GALE GEORGE

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

**RECOMMENDED BY:** Mark Zacovic Mark J. Zacovic

**APPROVED BY:** Christopher C. O'Hearn Christopher C. O'Hearn

**Description/Background:**

The District desires to approve an Independent Contractor Agreement between Victor Valley Community College District and B. Gale George. The period of this agreement is from August 16, 2010 to September 15, 2010.

**Need:**

To develop academic materials utilized by the K-16 Bridge Program.

**Fiscal Impact:**

Budgeted. \$5,000.00 – Grant funded.

**Recommended Action:**

It is recommended by the Superintendent/President that the Board of Trustees approve an Independent Contractor Agreement between Victor Valley Community College District and B. Gale George to develop academic materials utilized by the K-16 Bridge Program. The period of this agreement is from August 16, 2010 to September 15, 2010.

**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 – KAREN MYERS

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

**RECOMMENDED BY:** Mark Zacovic Mark J. Zacovic

**APPROVED BY:** Christopher C. O'Hearn Christopher C. O'Hearn

**Description/Background:**

The District desires to approve an Independent Contractor Agreement between Victor Valley Community College District and Karen Myers. The period of this agreement is from August 16, 2010 to September 15, 2010.

**Need:**

To develop academic materials utilized by the K-16 Bridge Program.

**Fiscal Impact:**

Budgeted. \$5,000.00 – Grant funded.

**Recommended Action:**

It is recommended by the Superintendent/President that the Board of Trustees approve an Independent Contractor Agreement between Victor Valley Community College District and Karen Myers to develop academic materials utilized by the K-16 Bridge Program. The period of this agreement is from August 16, 2010 to September 15, 2010.

**Legal Review:** YES  NOT APPLICABLE

**Reference for Agenda:** YES  NO

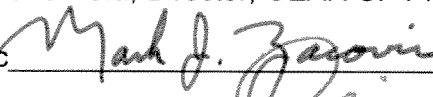


**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES  
AGENDA ITEM**

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

**TOPIC:** AGREEMENT – KATHRYN PIERCY

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

**RECOMMENDED BY:** Mark Zacovic 

**APPROVED BY:** Christopher C. O'Hearn 

**Description/Background:**

The District desires to approve an Independent Contractor Agreement between Victor Valley Community College District and Kathryn Piercy. The period of this agreement is from August 16, 2010 to September 15, 2010.

**Need:**

Develop on-line academic training materials to be utilized by the K-16 Bridge Program.

**Fiscal Impact:**

Budgeted. \$3,500.00 – Grant funded.

**Recommended Action:**

It is recommended by the Superintendent/President that the Board of Trustees approve an Independent Contractor Agreement between Victor Valley Community College District and Kathryn Piercy to develop on-line academic training materials to be utilized by the K-16 Bridge Program. The period of this agreement is from August 16, 2010 to September 15, 2010.

**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 – ERICA I. MIRANDA

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

**RECOMMENDED BY:** Mark Zacovic



**APPROVED BY:** Christopher C. O'Hearn

**Description/Background:**

The District desires to approve an Independent Contractor Agreement between Victor Valley Community College District and Erica I. Miranda. The period of this agreement is from August 16, 2010 to September 15, 2010.

**Need:**

To provide Spanish translation services for academic materials utilized by the K-16 Bridge Program.

**Fiscal Impact:**

Budgeted. \$5,900.00 – Grant funded.

**Recommended Action:**

It is recommended by the Superintendent/President that the Board of Trustees approve an Independent Contractor Agreement between Victor Valley Community College District and Erica I. Miranda to provide Spanish translation services for academic materials utilized by the K-16 Bridge Program. The period of this agreement is from August 16, 2010 to September 15, 2010.

**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: AWARD NOTIFICATION-UPWARD BOUND MATH & SCIENCE GRANT

SUBMITTED BY: Janet Long, TRIO Director

RECOMMENDED BY: Mark Zacovic Mark J. Zacovic

APPROVED BY: Christopher C. O'Hearn Christopher C. O'Hearn

**Description/Background:**

The District desires to accept the Upward Bound Math & Science grant award renewal. This 4-year TRIO Program grant is funded by the U.S. Department of Education and is issued to renew the funding for the 2010-2011 academic year, the 4<sup>th</sup> year of grant.

**Need:**

Upward Bound Math & Science serves low income and potential first-generation high school students to prepare for high school graduation, meet UC and CSU admission requirements and to enroll in a post secondary institution to earn a bachelor degree in a math and/or science discipline.

**Fiscal Impact:**

\$250,000.00 grant funds to the District.

**Recommended Action:**

It is recommended by the Superintendent/President that the Board of Trustees accept the Upward Bound Math & Science Program grant award renewal for the 2010-2011 academic year.

Legal Review: YES  NOT APPLICABLE

Reference for Agenda: YES  NO



**U.S. Department of Education  
Washington, D.C. 20202**

**GRANT AWARD NOTIFICATION**

<b>1</b>	<b>RECIPIENT NAME:</b> Victor Valley College 18422 Bear Valley Rd Victorville, CA 92395 - 5850	<b>5</b>	<b>AWARD INFORMATION</b> PR/AWARD NUMBER P047A071186-10 ACTION NUMBER 04 ACTION TYPE Continuation AWARD TYPE Discretionary																				
<b>2</b>	<b>PROJECT TITLE</b> 84.047A Victor Valley College High-Desert Regular Upward Bound Project	<b>6</b>	<b>AWARD PERIODS</b> BUDGET PERIOD 09/01/2010 - 08/31/2011 PERFORMANCE PERIOD 09/01/2007 - 08/31/2011																				
<b>3</b>	<b>PROJECT STAFF</b> <b>RECIPIENT PROJECT DIRECTOR</b> Janet Long (760) 245 - 4271 <b>EDUCATION PROGRAM CONTACT</b> Gaby L. Watts (202) 502 - 7545 <b>EDUCATION PAYMENT CONTACT</b> GAPS PAYEE HOTLINE (888) 336 - 8930	<b>7</b>	<b>AUTHORIZED FUNDING</b> <table style="width:100%; margin-left: 200px;"> <tr> <td>THIS ACTION</td> <td style="text-align:right">\$250,000.00</td> </tr> <tr> <td>BUDGET PERIOD</td> <td style="text-align:right">\$250,000.00</td> </tr> <tr> <td>PERFORMANCE PERIOD</td> <td style="text-align:right">\$1,000,000.00</td> </tr> <tr> <td>RECIPIENT COST-SHARE</td> <td style="text-align:right">79.60%</td> </tr> <tr> <td>RECIPIENT NON-FEDERAL AMOUNT</td> <td style="text-align:right">\$199,000.00</td> </tr> </table>	THIS ACTION	\$250,000.00	BUDGET PERIOD	\$250,000.00	PERFORMANCE PERIOD	\$1,000,000.00	RECIPIENT COST-SHARE	79.60%	RECIPIENT NON-FEDERAL AMOUNT	\$199,000.00										
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<b>4</b>	<b>KEY PERSONNEL</b> <table style="width:100%; margin-left: 20px;"> <thead> <tr> <th style="text-align:left;"><u>NAME</u></th> <th style="text-align:left;"><u>TITLE</u></th> <th style="text-align:left;"><u>LEVEL OF EFFORT</u></th> </tr> </thead> <tbody> <tr> <td>Janet Long</td> <td>Project Director</td> <td>25%</td> </tr> <tr> <td>Kevin Barda</td> <td>Coordinator</td> <td>100%</td> </tr> </tbody> </table>	<u>NAME</u>	<u>TITLE</u>	<u>LEVEL OF EFFORT</u>	Janet Long	Project Director	25%	Kevin Barda	Coordinator	100%	<b>8</b>	<b>ADMINISTRATIVE INFORMATION</b> DUNS/SSN 073583577 REGULATIONS CFR PART 645 EDGAR AS APPLICABLE ATTACHMENTS A, B OPE-3, C, E1, E2, F, N, S, U, V											
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<b>9</b>	<b>LEGISLATIVE AND FISCAL DATA</b> AUTHORITY: PL 102-325 HIGHER EDUCATION ACT OF 1965, P.L. 102-325, AMENDED PROGRAM TITLE: TRIO - UPWARD BOUND CFDA/SUBPROGRAM NO: 84.047A <table style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align:left;">FUND CODE</th> <th style="text-align:left;">FUNDING YEAR</th> <th style="text-align:left;">AWARD YEAR</th> <th style="text-align:left;">ORG. CODE</th> <th style="text-align:left;">CATEGORY</th> <th style="text-align:left;">LIMITATION</th> <th style="text-align:left;">ACTIVITY</th> <th style="text-align:left;">CFDA</th> <th style="text-align:left;">OBJECT CLASS</th> <th style="text-align:right;">AMOUNT</th> </tr> </thead> <tbody> <tr> <td>0201A</td> <td>2010</td> <td>2010</td> <td>EP000000</td> <td>B</td> <td>J07</td> <td>000</td> <td>047</td> <td>4101C</td> <td style="text-align:right">\$250,000.00</td> </tr> </tbody> </table>			FUND CODE	FUNDING YEAR	AWARD YEAR	ORG. CODE	CATEGORY	LIMITATION	ACTIVITY	CFDA	OBJECT CLASS	AMOUNT	0201A	2010	2010	EP000000	B	J07	000	047	4101C	\$250,000.00
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U.S. Department of Education  
Washington, D.C. 20202

# GRANT AWARD NOTIFICATION

10

PR/AWARD NUMBER: P047A071186-10

RECIPIENT NAME: Victor Valley College

## TERMS AND CONDITIONS

- (1) THE FOLLOWING ITEMS ARE INCORPORATED IN THE GRANT AGREEMENT:
- (1) THE RECIPIENT'S APPLICATION (BLOCK 2),
  - (2) THE APPLICABLE EDUCATION DEPARTMENT REGULATIONS (BLOCK 8),
- AND
- (3) THE SPECIAL TERMS AND CONDITIONS SHOWN AS ATTACHMENTS IN BLOCK 8 ON THE INITIAL AWARD APPLY UNTIL CHANGED.

IN ACCORDANCE WITH 34 CFR 74.25(c)(2), OR 34 CFR 80.30(d)(3) CHANGES TO KEY PERSONNEL IDENTIFIED IN BLOCK 4 MUST RECEIVE PRIOR APPROVAL FROM THE DEPARTMENT.

THIS AWARD SUPPORTS THE FINAL BUDGET PERIOD FOR THIS PROJECT. THE RECIPIENT IS REQUIRED TO SUBMIT ALL NECESSARY REPORTS TO THE DEPARTMENT OF EDUCATION WITHIN 90 DAYS AFTER THE END OF FEDERAL SUPPORT (BLOCK 6).

*Faltz CP*

AUTHORIZING OFFICIAL

5/19/10


DATE


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

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

**TOPIC:** APPROVAL OF FIVE-YEAR FACILITIES CONSTRUCTION PLAN

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

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

**APPROVED BY:** Christopher O'Hearn 

**Description/Background:**

Every year the District must submit a Five-Year Facilities Construction Plan to the California Community College Chancellor's Office. The proposed VVC Five-Year Plan reflects fiscal years 2012 – 2016 and includes two Initial Project Proposals (IPPs); Health Professions Building, and Conversion of Student Services 1 & 2 Buildings. It will also include the resubmission of the Final Project Proposal (FPP) for a Science Addition, previously submitted in 2008.

Copies of the Five-Year Facilities Plan, the IPPs and the FPP are available for review in the Superintendent/President's office.

**Need:**

This is an integral part of the process to secure state funding for needed facilities.

**Fiscal Impact:** No fiscal impact.

**Recommended Action:**

It is recommended that the Board of Trustees approve the submittal of the Five-Year Facilities Construction Plan as presented to the Chancellor's Office.

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

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



### Executive Summary

Victor Valley College is an attractive, well-planned campus located some five miles east of the I-15 on Bear Valley Road overlooking the Mojave River Valley. The core of the campus is designed around a man-made (Boise Cascade) lake, contributing substantially to the attractiveness of the campus, but adding to the complexity of planning a core for the campus to build out from.

Victor Valley College's service area is part of what Economist John Husing calls the "Third Ring of Economic Development out of the Los Angeles Basin". The ring extends across the Lancaster/Palmdale, Victorville, Ontario/San Bernardino, Riverside and the I-15 corridor. As a result, this is one of the most rapidly growing areas in California. For example, according to the U.S. Census Bureau the four incorporated cities within the Victor Valley College service area increased in population from 198,980 in the census year 2000 to 285,850 in 2007. This was an increase of 86,870 or a phenomenal 43.6 percent change. The city of Victorville experienced both the greatest absolute amount and percentage increase: from 60,039 in 2000 to 102,538 in 2007, an increase of 38,509 residents, or 60.1 percent. Hesperia is the second largest incorporated city with 85,876 residents in 2007, a 37.2 percent increase over 2000.

What John Husing called "cheap dirt" and location are driving this growth. The greater Los Angeles and Orange County areas no longer have affordable housing available for working families. Sky-high land costs in these areas are pushing companies and their employees to the Inland Empire and the High Desert. Victor Valley is the jewel of the Inland Empire, and is where the next major land boom in California is already underway. John Husing believes Victor Valley is becoming the new center for California's distribution industry.

#### Population Projections for Victor Valley Community College District for 2000-2030 in Five-Year Intervals

Year	Population	Percent Change
2000	248,334	
2006	291,728	17.47
2010	330,898	33.24
2015	380,124	53.06
2020	428,519	72.55
2025	474,932	91.24
2030	579,433	109.15

Source: SCAG – March 25, 2008, Javier Minjanes, Senior Regional Planner (213) 236-1893



## 2012-2016 FIVE-YEAR CONSTRUCTION PLAN

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In light of the rapidly developing distribution industry and the availability of reasonably priced land, these population projections are probably conservative.

These population forecast data clearly present a need for Victor Valley College to assertively plan for teaching/learning facilities and other campus sites to be prepared for student increases and demands for classes and services these data predict. As the state funding process is so slow – typically at least six to eight years from the initial request for funding (an IPP), consideration to occupancy (use), and one instructional building at a time, the District has planned for other sources of funding for needed facilities and campuses, e.g., General Obligation Bond funds.

### Population Forecast for 2005-2025 for the Incorporated Victor Valley College Service Area

City	2005 Population	2010 Population	2015 Population	2020 Population	2025 Population	Percent Change
Adelanto	21,888	25,939	30,675	35,351	39,832	81.90
Apple Valley	63,453	70,873	77,333	83,707	89,815	41.54
Hesperia	78,494	95,800	117,568	139,049	159,638	103.37
Victorville	75,962	81,592	92,548	103,353	113,711	49.71
Total	239,797	274,204	318,124	361,460	402,996	68.10

Source: SANBAG and SCAG

### Student Population

The Victor Valley College student population increased from 8,678 for the 1990 Fall Semester to 13,989 for 2009 the Fall Semester, a 61.2 percent change. However, Weekly Student Contact Hours (WSCH) increased from 69,290 to 165,364 for the same period of time, a significant 138.7 percent increase. Students enrolled in an average of 7.98 hours per week for Fall 1990 as compared with 11.82 hours per week per student for Fall 2009. The strengthening of the District's student financial aid program over this period of time no doubt contributed substantially to this increase.

Currently, some 50 percent of students are 24 years of age or younger, the "traditional college age student". This compares with some 50 percent for students 25 years of age or over. Some 58 percent of students are female as compared with 42 percent male.

The national population over 18 years of age is 74.3 percent. All four of the cities in the Victor Valley College service area have young populations – under 70 percent of adult age.





## 2012-2016 FIVE-YEAR CONSTRUCTION PLAN

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This means a greater portion of the population is enrolled in K-12 schools – those that feed students to Victor Valley College.

### **Economic Development**

The economy of the Victor Valley College service area during the 1990's and early 2000's was driven largely by the need for low-cost land by home owners and small businesses – the first phase of the Third Ring of Economic Development from the Los Angeles Basin. This resulted in a large work force commuter population, some 50 percent of workers. This trend will continue for the foreseeable future: high population growth and small business growth. This is changing rapidly with the new Southern California Logistics Airport (formerly George Air Force Base) on the west side of Victorville, the Burlington Northern/Santa Fe building a third set of tracks through the Cajon Pass, and access to the I-15 Corridor. These are the driving components of the greater Victor Valley area becoming, as John Husing termed it, the new center for California's distribution industry.

The economy is driven by retail business and service jobs; construction, finance, insurance and real estate; small company manufacturing and transportation/distribution/utilities.

Victor Valley College is an integral component of the planning and development of the economy. It contributes to the economic development of the High Desert by cooperating with CSU, San Bernardino and several private colleges and universities in making upper division and graduate programs available on the Victor Valley College Campus.

### **Values, Mission, Goals**

#### **Values**

As a student-centered learning organization, we will uphold the following core values:

- **Excellence** — providing superior service and educational learning opportunities
- **Integrity** — guiding the college's actions with an internally consistent framework of principles
- **Accessibility** — facilitating access to the college's programs from other locations
- **Diversity** — valuing different points of view and contributions of all
- **Collaboration** — encouraging recursive interaction of knowledge experience and mutual learning of people who are working together toward a common creative goal
- **Innovation** — providing creative approaches to learning problem solving and growth

#### **Mission**

The mission of Victor Valley Community College is to:

- Cultivate intellectual growth, social responsibility, environmental stewardship, cultural enrichment, and economic development.



## 2012-2016 FIVE-YEAR CONSTRUCTION PLAN

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- Create exceptional and accessible lifelong learning opportunities that afford students within our expanding communities the attainment of knowledge and skills necessary for success in the global economy.
- Embrace difference in our communities by integrating their wealth of multicultural knowledge and wisdom into a cohesive and resourceful learning environment for all.
- Inspire innovative teaching and service with imaginative uses of collaboration and technology, fostering vibrant programs that are measurably effective in addressing student learning and community needs.
- Empower each student to learn by modeling academic integrity, democratic citizenship, and meaningful contribution to society.

### **Goals**

The goals of Victor Valley Community College are to:

- Create sustainability and environmental stewardship for our colleagues, our students, and our community.
- Become an agile learning organization consistent with the needs of students and the communities that the college serves.
- Offer educational programs that lead to meaningful and measurable student learning and success through seamless transfer opportunities to colleges, universities, and careers.
- Increase the number of students served through recruitment, persistence, and retention strategies.
- Provide affordable and attractive options for members of the community seeking a post secondary education, which includes an environment in which diversity thrives.
- Develop and deliver enriching courses for community members and businesses seeking additional training and development.

### **Master Plan**

An Educational Master Plan was completed in 2007 and is available on the Victor Valley College web site. And, Carrier Johnson completed a comprehensive Facilities Master Plan that is also available on the District's web site.

The District is prepared for the projected enormous population growth and the economic changes in its service area. It now must find the means to finance it.

### **Space Inventory**

The annual review of all District facilities was completed during early fall 2009 to ensure that all Victor Valley Community College District facilities are accurately classified based on use and accurately measured based upon State standards. The results are filed with the



## 2012-2016 FIVE-YEAR CONSTRUCTION PLAN

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California Community College Chancellor's Office through its FUSION system. This space inventory must be performed and reported annually during the early fall with adjustments made as needed to keep the facilities inventory accurate. Later, the projects listed in the District's Five-Year Facility Plan interact with the Space Inventory to determine eligibility for state funding based on capacity (space)/load (students) ratio. The Advanced Technology Building and Performing Arts Center Addition were added in 2008/09 and the Adapted P. E. facility was added for 2009/10.

### **General Obligation Bond**

The voters of the Victor Valley Community College District approved a \$297.5 million general obligation bond during the 2008 general election. This is enabling the District to address increasing population and traffic congestion problems persons are having reaching the Victor Valley campus. Westside and Eastside sites off the I-15 have been purchased to address these on a timely basis. The Eastside site will provide educational facilities for the District's Public Safety programs; Administration of Justice, Fire Technology and Emergency Medical Technology.

The bond issue will also enable the District to address needed facilities at the Victorville Campus; e.g., Student Services, Health, Science, Technology and Visual Arts classroom and laboratory needs.

The District needs to quickly address the process to gain Educational Center status for the Westside and Eastside sites. Educational Center status will qualify the sites for state facility funding and for the up to a million dollars additional annual operating funds for centers.

### **Energy Conservation**

The District has been proactive in energy conservation – to reduce energy use and save resources. During the mid-1990's, the District took advantage of the California Energy Commission's loan program to improve gas and electricity efficiency across the campus. Through a Central Plant project, the District employs cold underground water to "pre-cool" its air conditioning system for a substantial portion of the campus – according to Southern California officials, this results in operating at 10 percent of the normal energy/cost use. Once the water has been used for pre-cooling, it is dumped into the campus lake from which it is drawn to water the campus grounds and fields. This is a unique and highly effective system.

August 2008 the Victor Valley College Board of Trustees approved an agreement with Chevron Energy Solutions. The agreement includes:



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- Upgrade to the Central Plant
- New Energy Management System
- New Computerized Irrigation System
- Heating and Ventilation Upgrades in Several Buildings
- Mechanical Upgrades and Complete Change-Out of Air Distribution Equipment
- Lighting Upgrades in most Campus Buildings

A second phase may include additional campus buildings being retrofitted to work off the Central Plant. A photo voltaic (solar panels) farm is currently under construction at the Victorville campus on the lower campus. A One megawatt photo voltaic (concentrated solar panels) was brought on line to full production as of June 1st in accordance with the C.S.I. program and Southern California Edison. The power generated is used by the campus and reduces the overall dependency for electricity by 1/3. The system is located at the Victorville College lower campus.

It is forecast these will result in:

- Voiding 1,446 tons per year of greenhouse gas (CO<sub>2</sub>)
- Avoiding 2,373 pounds per year of NOX-acid rain
- The equivalent preserving 11 acres per year of forest from deforestation
- The equivalent of removing 284 cars per year off the highways

These will showcase Victor Valley College as a leader in energy efficiency and renewable energy technology in Southern California.



## 2012-2016 FIVE-YEAR CONSTRUCTION PLAN

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### Projects

The Five-Year Construction Plan continues planning extending back to the early 1990's. Earlier projects that reflect this planning include:

- Science Building
- Central Plant
- Learning Resource Center (LRC)
- Learning Center (Academic Commons) Secondary Effects for LRC
- Gymnasium
- Adapted Physical Education Center
- Construction Technology Building
- Technology Center
- PAC Addition
- Student Activities Center
- Liberal Arts Building Remodel (Secondary Effects)
- Purchase of 33 acres adjoining Campus
- Parking Lots – 1,000+ slots

The 2010 Five-Year Facility Plan projects listed below are in priority order and include:

- Name of project
- Estimated size – Assignable Square Feet (asf) the space for classrooms, laboratories and offices
- Projected Cost
- Preliminary Plan (P) Year
- Working Drawings (W) Year
- Construction (C) Year(s)
- Equipment (E) Year

All projects reflect WSCH Capacity/WSCH Load ratios. The 2009 WSCH is taken from the Chancellor's Office Enrollment and WSCH Forecast, remodels (secondary effects) typically occur two years following planning and construction of new buildings.

#### ***Project Priority List***

1. Eastside Public Safety Training Center
2. Student Services One-Stop Center
3. Science Building Addition
4. Health Professions Building
5. Student Services 1 & 2 Conversion
6. Green/Career Technology Buildings Replacement
7. Visual/Performing Arts Lab Building
8. Humanities/Social Science Building
9. Campus-wide Parking & Traffic Improvements
10. Old Nursing Building #32 Modernization



## 2012-2016 FIVE-YEAR CONSTRUCTION PLAN

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11. Practice Fields/Track Fields
12. Old Art #22 & Music #20 Buildings Modernization
13. Liberal Arts Building #30 Modernization
14. Westside Center – Phase I
15. Central Plant – Phase II
16. Westside Center – Phase II

### Project Description

#### **1. Eastside Public Safety Training Center**

This facility will provide classrooms, laboratories and offices for the Administration of Justice, Fire Technology and Paramedic programs via some 26,700 asf at the new 9.8 acre Eastside site. Currently, classes for these programs are conducted in a variety of campus locations, e.g., the Fire Technology program is located in the old Child Development Center on the lower campus at the entrance to the District's maintenance and operations area. For the 2009 Fall Semester, the Fire Technology program used this facility at 437.4 percent rate – 100 percent being full use. The Administration of Justice has not had a permanent home in its history at Victor Valley College. In recent years the program has used four modular units among the Lower Portable Buildings. For the 2009 Fall Semester, the program used these laboratory classrooms at a 316.8 percent rate.

Public Safety programs have unique classroom/laboratory training needs, e.g., a shooting range, an armory, rescue system training, hose evaluations, ventilation exercises, survival and extrication exercises, and simulation laboratories. It is anticipated that the Center will need to offer a variety of General Education course offerings to enable students to complete Associate Degree and transfer requirements.

As Public Safety is a growth industry across the state and the nation, these programs will continue to grow to meet the demand, potentially at a rate faster than the rest of the College.

**Asf:** 26,700

**Projected Cost:** \$31,422,000

**Funding Source:** Bond Measure JJ

**Occupancy Year:** 2012/2013

#### **2. Student Services One-Stop Center**

This project will bring student services into one location. Currently these services are dispersed through three buildings: #50, 52 and 55. The one-stop center would enable students to complete the matriculation process in one location, these services include:

Admissions & Records  
Assessment



## 2012-2016 FIVE-YEAR CONSTRUCTION PLAN

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Financial Aid & Scholarships  
 Veterans Services  
 Orientation  
 Counseling & Program Advisement  
 EOPS & CARE  
 DSPS  
 CalWORKS  
 Registration  
 Bursar  
 Career & Transfer Centers

**Asf:** 20,576

**Projected Cost:** \$15,000,000

**Funding Source:** Bond Measure JJ

**Occupancy Year:** 2014/15

### 3. Science Building Addition

The original design for the Science Building was based upon expanding the building by adding Life and Physical Science laboratory classrooms and faculty offices on the west side of the building. The prep space (lab service space) location anticipated this expansion. The expansion includes some 15,949 asf of laboratory and office space and a renovation of some 9,720 asf of lab service space for continuity and functionality for the addition. As with faculty offices in the original design being on the east side of the building, offices for the addition will be on the west side.

For the 2009 Fall Semester, science course offering enrollments (WSCH) were at 216.2 percent of capacity. In addition 4,315 WSCH were produced in Technology Center Room 142 and 2,227 Earth Science WSCH were produced in Liberal Arts Room 17. These demonstrate that the current Science Building needs to be more than doubled in capacity now. Projecting to the anticipated year of occupancy, 2014/15, the earlier projected size and cost may need to be updated.

**Asf:** 15,949

**Projected Cost:** \$22,226,000

<b>Funding Source:</b>	State	\$13,336,000
	Bond Measure JJ	<u>8,890,000</u>
	<b>Total</b>	<b>\$22,226,000</b>

**Occupancy Year:** 2014/2015

**An Final Project Proposal (FPP) was submitted for 2008**

### 4. Health Professions Building

This project is for the planning, design and construction of a new Health Professions building to house Allied Health/Nursing classrooms, laboratories and faculty offices: RDN, Respiratory Therapy, and Emergency Medical Technician.



## 2012-2016 FIVE-YEAR CONSTRUCTION PLAN

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For the 2009 Fall Semester, the Allied Health/Nursing laboratory classrooms were used at 376.4 percent of capacity. In addition another 1,029 WSCH were earned in Lower Portable Room 7 by health course offerings. And, the Health Lab in the Technology Center, Room 143, did not collect and/or report any of the WSCH earned by Health students during the 2009 Fall Semester (this should have been a substantial number). In addition, nursing faculty offices were located in the Health Portables (next to the Allied/Health/Nursing building).

The Health Professions Building is currently projected at some 30,000 asf; this would be a substantial increase over the current 7,805 asf. Considering the over capacity WSCH use numbers, 30,000 asf is a conservative projection for the 2016/2017 year of occupancy.

Along with Public Safety, Health is a growth industry in the state and the nation. These programs will grow at a more rapid rate than other Victor Valley College programs.

**Asf:** 30,000

**Projected Cost:** \$19,027,000

**Funding Source:** State

**Occupancy Year:** 2016/2017

***An Initial Project Proposal (IPP) will be submitted this year for 2013/14 funding***

### **5. Student Services 1 & 2 Conversion**

This project will reconstruct Student Services buildings #50 and #52 for other use following the completion of the Student Services One-Stop Center building. These are among the original Victor Valley College buildings having been constructed in 1965 – the buildings have experienced a variety of uses over their 45 years.

A probable conversion would be for classrooms, laboratories and faculty offices to accommodate the Mathematics and assorted Humanities disciplines. A second possible conversion would be to provide a home for Business disciplines: laboratories and faculty offices for teaching/learning for:

- Computer Information Systems (CIS)
- Business Education Technology (BET)
- Accounting
- Economics
- Business Law
- Business Statistics
- Real Estate
- Marketing

This would enable the Business programs to be more visible and accessible in one campus location. In the university setting, the College of Business is typically second only to the College of Liberal Arts in size. The laboratories need to reflect the latest in computer teaching environments.

Both of these conversions would require extensive computer networking for the building.





# 2012-2016 FIVE-YEAR CONSTRUCTION PLAN

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**Asf:** 12,717

**Projected Cost:** \$5,512,000

**Funding Source:** State

**Occupancy Year:** 2016/2017

**An Initial Project Proposal (IPP) will be submitted this year for 2013/2014 funding.**

## **6. Green/Career Technology Building Replacement**

This project will relocate technology and technology related programs from the lower campus to a site closer to the core of the campus, and will provide classrooms and laboratories for instructional programs from emerging “Green Technology”. It is believed the current buildings are located on sites where liquefaction is an issue. If this proves to be true, this will be a Category A project. Category A projects receives the highest priority for State funding – up to 50 percent of State bond funds. This would also enable the District to submit a Category B project, Visual/Performing Arts Lab Building, at the same time for funding, otherwise that project would have to wait another year.

Programs that would relocate to new laboratories and offices include:

- Agriculture/Horticulture
- Auto Technology
- Drafting
- Electronics
- Welding

Construction Technology would remain where it is – this is a modern and safe building with sufficient laboratory space.

Relocation of these programs would impact these buildings on the lower campus:

- Ag-Plant Lab Building, #60
- Ag-Class Lab Building, #601
- Ag-Natural Resources Building, #602
- Welding Lab Building, #61
- Electronics Lab Building, #62
- CIDG Building, #63
- Digital Automation Lab, #67

The 2009 Fall Semester Room Use study demonstrated that all of these programs had capacity/load (capacity = classroom and Lab asf and load= WSCH) ratios in excess of 100 percent use, e.g.:

<u>Program</u>	<u>Capacity/Load Ratio</u>
Agriculture/Horticulture	153.3 and 347.1 (2 buildings)
Automotive Tech	648.0
Drafting	161.2
Electronics	192.4
Welding	156.7



## 2012-2016 FIVE-YEAR CONSTRUCTION PLAN

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The project planned for State funding commencing in the year 2014/2015 with occupancy planned for 2017/2018.

**Asf:** 13,773

**Projected Cost:** \$24,379,000

**Funding Source:** State

**Occupancy Year:** 2017/2018

### **7. Visual/Performing Arts Lab Building**

This project is to construct a modern teaching/learning facility for the Victor Valley College Visual Arts: Art, Photography, Music, and Fashion Design. This facility could include laboratories for teaching digital animation, digital music composition, sound mixing, digital art, and digital photography. These require a computer supported laboratory, learning environment.

This project would replace the current Art and Music buildings #20 and 22. The Music Building was constructed in 1968 and the Art Building in 1971. The design of these buildings make it cost prohibitive to reconstruct and enlarge them for the above teaching purposes. The Digital Animation and Fashion Design programs are located in the modular units.

The 2009 Fall Semester Room Use study found that the Music Building was used at 158.8 percent of the state capacity/load ratio and the Art Building at 129.0 percent, and Digital Animation at 272.2 percent of capacity.

**Asf:** 26,870

**Projected Cost:** \$18,712,000

**Funding Source:** State

**Occupancy Year:** 2017/2018

### **Other Projects:**

#### **8. Humanities/Social Science Building**

**Asf:** 10,000

**Projected Cost:** N/A

**Funding Source:** State

**Occupancy Year:** 2017/2018

#### **9. Campus-Wide Parking & Traffic Improvement**

**Asf:** ---

**Projected Cost:** \$5,395,000

**Funding Source:** Bond Measure JJ

**Occupancy Year:** 2017/2018

#### **10. Old Allied Health/Nursing Building Modernization**

**Asf:** N/A

**Projected Cost:** \$4,707,000



## 2012-2016 FIVE-YEAR CONSTRUCTION PLAN

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**Funding Source:** State

**Occupancy Year:** 2017/2018

### 11. Practice Fields and Track Fields

**Asf:** 7,620

**Projected Cost:** \$9,450,000

**Funding Source:** State \$4,725,000  
Bond Measure JJ \$4,725,000  
**Total** \$9,450,000

**Occupancy Year:** 2017/2018

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### 12. Old Art and Music Buildings Modernization

**Asf:** N/A

**Projected Cost:** \$11,259,000

**Funding Source:** State

**Occupancy Year:** 2018/2019

### 13. Liberal Arts Building Modernization

**Asf:**

**Projected Cost:** \$8,988,000

**Funding Source:**

**Occupancy Year:** 2015/2016

### 14. Westside Center, Phase I

**Asf:** 27,000

**Projected Cost:** \$49,000,000

**Funding Source:** Bond Measure JJ

**Occupancy Year:** 2019/2020

### 15. Central Plant, Phase II

**Asf:**

**Projected Cost:**

**Funding Source:** Bond Measure JJ

**Occupancy Year:** 2017/2018

### 16. Westside Center, Phase II

**Asf:** 19,000

**Projected Cost:** \$13,920,000

**Funding Source:** State

**Occupancy Year:** 2020/2021


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

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

**TOPIC:** CHANGE ORDER – CHJ, INC. – EASTSIDE PUBLIC SAFETY TRAINING CENTER

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

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

**APPROVED BY:** Christopher O'Hearn 

**Description/Background:**

The District wishes to submit for approval Change Order No. 2 for CHJ, Inc. During the course of construction various changes may be made which can both increase or decrease the cost of the project. Geotechnical studies were completed by CHJ, Inc. and submitted to the Department of General Services for review for the construction of the Eastside Public Safety Training Center. After review, further investigation was requested by the Department of General Services to the then Superintendent/ President, Dr. Robert Silverman. Direction was given for CHJ, Inc. to complete the additional work and invoice the District.

The below list is a compilation of the adjustments made and represents both direct and indirect costs of the contractor in performing or providing the work covered.

1.	Original contract amount.	\$25,380.00
2.	Change order #1 Requested by then Superintendent/President Dr. Robert Silverman	\$950.00
3.	Change order #2 Requested by then Superintendent/President Dr. Robert Silverman	\$1,437.50
Total:		\$27,767.50

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

**Need:**

Bond Measure JJ provides funding to the District to for various projects, which include Geotechnical studies of the Fire / Safety / Training Center in Apple Valley.

**Fiscal Impact:** \$ 1,437.50 - Bond Funded

**Recommended Action:** It is recommended that the Board of Trustees approve the Change Order with CHJ, Inc. in the amount of \$ 1,437.50 as invoiced for the services described above.

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

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



18422 Bear Valley Road  
Victorville, CA 92395  
(760) 245-4271  
Fax: (760) 243-2781

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Change Order No. 2

Project: Victor Valley College  
Eastside Public Safety Training Center

To: C.H.J. Incorporated

You are hereby authorized to make the following changes:

1. Provide additional Services pertaining to Addendum for Additional Geotechnical Investigation in response questions and comments by California Geological Survey (CGS).

Reason for Change: Additional services Requested by Superintendent/President in response to CGS comments.

Requested By: Robert M. Silverman, Superintendent/President

Original Contract Sum:	\$25,380.00
Net change by previously authorized Change Orders	\$950.00
Contract Sum will Increase by:	\$1,437.50
New Contract Amount:	\$27,767.50

CHJ, Incorporated

Victor Valley Community College

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES  
AGENDA ITEM

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

TOPIC: SEARCH COMMITTEE FOR SUPERINTENDENT/PRESIDENT

SUBMITTED BY: Fusako Yokotobi

RECOMMENDED BY: Fusako Yokotobi Fusako Yokotobi

APPROVED BY: Fusako Yokotobi Fusako Yokotobi

**Description/Background:**

The district requests approval of a search committee for the superintendent/president with the following representation:

- |                       |  |
|-----------------------|--|
| Board members (2)     | Students (1)                               |
| Full-time faculty (3) | Foundation (1)                             |
| Classified (2)        | Community (2)                              |
| Part-time faculty (1) | Administrative/Management/Confidential (2) |

**Need:** Approval of a search committee is necessary to begin the recruitment for the superintendent/president.

**Fiscal Impact:** No fiscal impact.

**Recommended Action:** It is recommended that the Board of Trustees approve the formation of a search committee for the superintendent/president as listed.

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

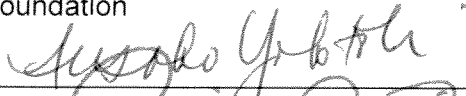
**Reference for Agenda:** YES \_\_\_ NO X


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

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

**TOPIC:** FOUNDATION EMPLOYMENT AGREEMENTS

**SUBMITTED BY:** Victor Valley College Foundation

**RECOMMENDED BY:** Fusako Yokotobi 

**APPROVED BY:** Christopher O'Hearn 

**Description/Background:**

The district wishes to enter into agreements with the Foundation to be reimbursed by the Foundation for the employment of the Foundation's executive, executive/financial assistant, and donor relations assistant.

A copy of the original agreements is available for review in the superintendent/president's office.

**Need:** Approval of these agreements is necessary to continue employment of these individuals.

**Fiscal Impact:** No fiscal impact to the district; funds are reimbursed by the Foundation.

**Recommended Action:** It is recommended that the Board of Trustees approve the agreements with the Foundation for the employment of the Foundation's executive and executive/financial assistant as listed.

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

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



## VICTOR VALLEY COLLEGE DISTRICT FOUNDATION, Inc.

### EMPLOYMENT AGREEMENT

THIS AGREEMENT is entered into this 1 day of July 2010 by and between Virginia Ontiveros ("Executive" of the Victor Valley College District Foundation), the Victor Valley College District Foundation ("Foundation") and the Victor Valley Community College District ("District").

The Foundation wishes to continue employing the Executive, and the Executive wishes to maintain employment with the Foundation, on the terms and subject to the conditions set forth in this Agreement. It is therefore agree as follows:

**1. Employment.** The Foundation shall employ the Executive and the Executive shall serve the Foundation as the Executive Director of the Foundation, with such duties and responsibilities as may be assigned to the Executive by the Board of Directors of the Foundation and as are normally associated with a position of this nature. The Executive shall devote her best efforts to the performance of her duties under this Agreement and shall perform them faithfully, diligently and in a manner consistent with the policies of the Foundation as determined from time to time by the Board of Directors of the Foundation. The Executive shall report to the President of the Foundation as the designated leader of the Foundation's Board of Directors. The Executive shall not serve as a director (or equivalent) position of any company or other entity and shall not receive fees or other remuneration for work performed either within or outside the scope of her employment without the prior written consent of the Board of Directors. This consent shall not be unreasonably withheld.

All responsibility for salary, benefits, insurance or other entitlements shall be the responsibility of the Foundation. Although the District will be reimbursed for all expenses associated with the Executive Director's salary, benefits, insurance or other entitlements as agreed to by the Foundation, the District will not be responsible to the Executive Director should the Foundation become unable to pay those expenses. In the event the Executive Director is laid off, furloughed or terminated by the Foundation, the Executive Director has no rights for Reemployment, or bumping any District employees within the District.

The Foundation is recognized as an Auxiliary Organization pursuant to Education Code Section 72670.





## **VICTOR VALLEY COLLEGE DISTRICT FOUNDATION, Inc.**

The Foundation Board shall develop in conjunction with the Executive Director goals and objectives upon which evaluation of performance will be based.

**2. Terms of Employment.** The Executive's employment by the Foundation under this Agreement shall commence on **July 1, 2010 and terminate on June 30, 2013** unless terminated by either party pursuant to the provisions of this Agreement.

**3. Compensation.** As full compensation for all services rendered by the Executive to the Foundation under this Agreement, the District shall pay the Executive the compensation set forth in Schedule A attached hereto. The compensation schedule may be amended from time to time in writing upon approval of the Foundation's Board of Directors and acceptance by the Executive. The Foundation shall reimburse the District for all costs associated with this compensation as allowed by the Master Agreement between the Foundation and the District.

### **4. Fringe Benefits; Expenses.**

- A. The Executive shall be entitled to all medical, dental, vision, workers compensation and pension benefits provided by the District to its management employees<sup>1</sup>. The Foundation shall reimburse the District for all costs associated with providing these benefits to the Executive as allowed by the Master Agreement between the Foundation and the District.

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<sup>1</sup> Disability benefits are intentionally excluded and the subject of a separate Foundation employment policy.

- B. The Executive shall be entitled to all paid holidays provided by the District to its management employees.
- C. The Executive shall be entitled to 20 days of paid vacation annually, to be taken at times selected by her, with prior concurrence of the Executive Committee. Vacation will not accrue beyond the term of this agreement.
- D. The Executive shall be entitled to 5 days of paid sick leave. Sick leave shall not accrue beyond the term of this agreement.
- E. The Foundation shall reimburse the Executive for all reasonable and necessary expenses incurred by her in connection with the performance of her services for the Foundation in accordance with the Foundation's policies and upon submission of appropriate documentation.
- F. The Foundation shall provide and pay for term life insurance coverage with a face amount of \$100,000 for the Executive.

**5. Termination:** The Foundation shall have the right to terminate this Agreement and the Executive's employment with the Foundation for cause. For purposes of this Agreement, the term "cause" shall mean:

- A. Any breach of the Executive's obligations under this Agreement.
- B. Fraud, theft or gross malfeasance on the part of the Executive, including without limitation, conduct of a felonious or criminal nature, conduct involving moral turpitude, embezzlement or misappropriation of assets;
- C. The habitual use of drugs or intoxicants;
- D. The Executive's failure, refusal or neglect to perform her duties under this Agreement within a reasonable period under the circumstances after written notice from the Foundation President describing the breach and offering the Executive the opportunity to cure same;
- E. Repeated violation by the Executive of any of the work rules or written policies of the Foundation after written notice of the violation has been provided in writing to the Executive;
- F. Breach of standards adopted by the Foundation governing professional independence or conflicts of interest.
- G. Death or disability which permanently impairs the ability of the Executive to fulfill her duties under this Agreement.

If the employment of the Executive is terminated for cause, neither the Foundation, nor the District shall be obligated to make any further payment to the Executive nor to continue to provide any benefit to the Executive under this Agreement.

**6. Severance:** If for any reason other than for cause as defined in this Agreement, the Foundation terminates this Agreement and the Executive's employment with the Foundation, the Executive shall be entitled to severance compensation equal to six (6) weeks wages under the terms of this Agreement.

**7. Miscellaneous:**

- A. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
- B. This Agreement contains a complete statement of all arrangements made between the Foundation, District and the Executive with respect to its subject matter, supersedes all previous agreements, written or oral, among them relating to its subject matter and cannot be modified, amended or terminated orally. Amendments may be made to this Agreement at any time if mutually agreed upon in writing.
- C. The failure of any party to insist upon the strict adherence of any term of this Agreement on any occasion shall not be considered a waiver or deprive that party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.
- D. The invalidity or unenforceability of any term or provision of this Agreement shall not affect the validity or enforceability of the remaining terms or provisions of this Agreement which shall remain in full force and effect and any such invalid or unenforceable term or provision shall be given full effect as far as possible. If any term or provision of this Agreement is invalid or unenforceable in one jurisdiction, it shall not affect the validity or enforceability of that term in any other jurisdiction.

This Agreement is not assignable by any party without express written consent of all parties.

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

By:



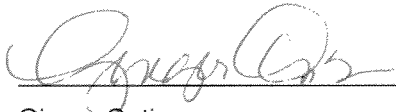
Janice Olson  
President  
Victor Valley College Foundation  
"The FOUNDATION"

By:



Dr. Christopher O'Hearn  
Superintendent/President  
Victor Valley Community College District  
"The DISTRICT"

By:



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Ginger Ontiveros  
"The EXECUTIVE"

SCHEDULE A – Compensation  
Employee: Virginia Ontiveros

The Employee shall be compensated as allowed in the Employment Agreement as followed:

For the period beginning July 1, 2010 to June 30, 2013:

\$110,000 annually (\$9,166.67 per month) to be paid by the District and will be reimbursed by the Foundation per the terms of the Employment Agreement.

## EMPLOYMENT AGREEMENT

THIS AGREEMENT is entered into this \_\_\_ day of July 2010 by and between **Glennis Duncan** ("Employee" of the Victor Valley College District Foundation), the Victor Valley College District Foundation ("Foundation") and the Victor Valley Community College District ("District").

The Foundation wishes to continue employing the Employee, and the Employee wishes to maintain employment with the Foundation, on the terms and subject to the conditions set forth in this Agreement. It is therefore agree as follows:

**1. Employment.** The Foundation shall employ the Employee and the Employee shall serve the Foundation as the **Executive / Financial Assistant** of the Foundation, with such duties and responsibilities as may be assigned to the Employee by the Executive Director of the Foundation, identified within the adopted Job Description for this position (BP4) and as are normally associated with a position of this nature. The Employee shall devote her best efforts to the performance of her duties under this Agreement and shall perform them faithfully, diligently and in a manner consistent with the policies of the Foundation as determined from time to time by the Board of Directors of the Foundation. The Employee shall report to the Executive Director of the Foundation. The Employee shall not serve as a director (or equivalent) position of any company or other entity and shall not receive fees or other remuneration for work performed either within or outside the scope of her employment without the prior written consent of the Executive Director. This consent shall not be unreasonably withheld.

All responsibility for salary, benefits, insurance or other entitlements shall be the responsibility of the Foundation. Although the District will be reimbursed for all expenses associated with the Executive / Financial Assistant's salary, benefits, insurance or other entitlements as agreed to by the Foundation, the District will not be responsible to the Executive / Financial Assistant should the Foundation become unable to pay those expenses. In the event the Executive / Financial Assistant is laid off, furloughed or terminated by the Foundation, the Executive / Financial Assistant has no rights for Reemployment, or bumping any District employees within the District.

The Foundation is recognized as an Auxiliary Organization pursuant to Education Code Section 72670.

**2. Terms of Employment.** The Employee's employment by the Foundation under this Agreement shall commence on **July 1, 2010 and terminate on June 30, 2012** unless terminated by either party pursuant to the provisions of this Agreement.

**3. Compensation.** As full compensation for all services rendered by the Employee to the Foundation under this Agreement, the District shall pay the Employee the compensation set forth in Schedule A attached hereto. The compensation schedule may be amended from time to time in writing upon approval of the Foundation's Board of Directors and acceptance by the Employee. The Foundation shall reimburse the District for all costs associated with this compensation as allowed by the Master Agreement between the Foundation and the District.

#### **4. Fringe Benefits; Expenses.**

- A. The Employee shall be entitled to all medical, dental, vision, workers compensation and pension benefits provided by the District to its management employees.<sup>1</sup> The Foundation shall reimburse the District for all costs associated with providing these benefits to the Employee as allowed by the Master Agreement between the Foundation and the District.
- B. The Employee shall be entitled to all paid holidays provided by the District to its management employees.
- C. The Employee shall be entitled to 10 days of paid vacation annually, to be taken at times selected by her, with prior concurrence of the Executive Director. Vacation will not accrue beyond the term of this agreement.
- D. The Employee shall be entitled to 5 days of paid sick leave. Sick leave shall not accrue beyond the term of this agreement.
- E. The Foundation shall reimburse the Employee for all reasonable and necessary expenses incurred by her in connection with the performance of her services for the Foundation in accordance with the Foundation's policies and upon submission of appropriate documentation.

**5. Termination:** The Foundation shall have the right to terminate this Agreement and the Employee's employment with the Foundation for cause. For purposes of this Agreement, the term "cause" shall mean:

- A. Any breach of the Employee's obligations under this Agreement.
- B. Fraud, theft or gross malfeasance on the part of the Employee, including without limitation, conduct of a felonious or criminal nature, conduct involving moral turpitude, embezzlement or misappropriation of assets;
- C. The habitual use of drugs or intoxicants;
- D. The Employee's failure, refusal or neglect to perform her duties under this Agreement within a reasonable period under the circumstances after written notice from the Executive Director describing the breach and offering the Employee the opportunity to cure same;
- E. Repeated violation by the Employee of any of the work rules or written policies of the Foundation after written notice of the violation has been provided in writing to the Employee;
- F. Breach of standards adopted by the Foundation governing professional independence or conflicts of interest.
- G. Death or disability which permanently impairs the ability of the Employee to fulfill her duties under this Agreement.

If the employment of the Executive is terminated for cause, neither the Foundation, nor the District shall be obligated to make any further payment to the Employee nor to continue to provide any benefit to the Employee under this Agreement.

**6. Severance:** If for any reason other than for cause as defined in this Agreement, the Foundation terminates this Agreement and the Employee's employment with the Foundation,

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<sup>1</sup> Disability benefits are intentionally excluded and the subject of a separate Foundation employment policy.


the Employee shall be entitled to severance compensation equal to two (2) weeks wages under the terms of this Agreement.

**7. Miscellaneous:**

- A. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
- B. This Agreement contains a complete statement of all arrangements made between the Foundation, District and the Employee with respect to its subject matter, supersedes all previous agreements, written or oral, among them relating to its subject matter and cannot be modified, amended or terminated orally. Amendments may be made to this Agreement at any time if mutually agreed upon in writing.
- C. The failure of any party to insist upon the strict adherence of any term of this Agreement on any occasion shall not be considered a waiver or deprive that party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.
- D. The invalidity or unenforceability of any term or provision of this Agreement shall not affect the validity or enforceability of the remaining terms or provisions of this Agreement which shall remain in full force and effect and any such invalid or unenforceable term or provision shall be given full effect as far as possible. If any term or provision of this Agreement is invalid or unenforceable in one jurisdiction, it shall not affect the validity or enforceability of that term in any other jurisdiction.
- E. This Agreement is not assignable by any party without express written consent of all parties.

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

By:



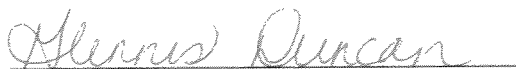
\_\_\_\_\_  
Ginger Ontiveros, Executive Director  
Executive Director  
Victor Valley College Foundation  
"The FOUNDATION"

By:



\_\_\_\_\_  
Dr. Christopher O'Hearn  
Superintendent / President  
Victor Valley Community College District  
"The DISTRICT"

By:



\_\_\_\_\_  
Glennis Duncan  
"The EMPLOYEE"



SCHEDULE A – Compensation  
Employee: Glennis Duncan

The Employee shall be compensated as allowed in the Employment Agreement as followed:

For the period beginning July 1, 2010 to June 30, 2012:

\$41,500 annually to be paid by the District and will be reimbursed by the Foundation per the terms of the Employment Agreement

## EMPLOYMENT AGREEMENT

THIS AGREEMENT is entered into this \_\_\_ day of August 2010 by and between **Jesika Connaghan** ("Employee" of the Victor Valley College District Foundation), the Victor Valley College District Foundation ("Foundation") and the Victor Valley Community College District ("District").

The Foundation wishes to continue employing the Employee, and the Employee wishes to maintain employment with the Foundation, on the terms and subject to the conditions set forth in this Agreement. It is therefore agree as follows:

**1. Employment.** The Foundation shall employ the Employee and the Employee shall serve the Foundation as the **Donor Relations Assistant** of the Foundation, with such duties and responsibilities as may be assigned to the Employee by the Executive Director of the Foundation, identified within the adopted Job Description for this position (BP4) and as are normally associated with a position of this nature. The Employee shall devote her best efforts to the performance of her duties under this Agreement and shall perform them faithfully, diligently and in a manner consistent with the policies of the Foundation as determined from time to time by the Board of Directors of the Foundation. The Employee shall report to the Executive Director of the Foundation. The Employee shall not serve as a director (or equivalent) position of any company or other entity and shall not receive fees or other remuneration for work performed either within or outside the scope of her employment without the prior written consent of the Executive Director. This consent shall not be unreasonably withheld.

All responsibility for salary, benefits, insurance or other entitlements shall be the responsibility of the Foundation. Although the District will be reimbursed for all expenses associated with the Donor Relations Assistant's salary, benefits, insurance or other entitlements as agreed to by the Foundation, the District will not be responsible to the Donor Relations Assistant should the Foundation become unable to pay those expenses. In the event the Donor Relations Assistant is laid off, furloughed or terminated by the Foundation, the Donor Relations Assistant has no rights for Reemployment, or bumping any District employees within the District.

The Foundation is recognized as an Auxiliary Organization pursuant to Education Code Section 72670.

**2. Terms of Employment.** The Employee's employment by the Foundation under this Agreement shall commence on **August 1, 2010 and terminate on June 30, 2011** unless terminated by either party pursuant to the provisions of this Agreement.

**3. Compensation.** As full compensation for all services rendered by the Employee to the Foundation under this Agreement, the District shall pay the Employee the compensation set forth in Schedule A attached hereto. The compensation schedule may be amended from time to time in writing upon approval of the Foundation's Board of Directors and acceptance by the

Employee. The Foundation shall reimburse the District for all costs associated with this compensation as allowed by the Master Agreement between the Foundation and the District.

#### **4. Fringe Benefits; Expenses.**

- A. The Employee shall be entitled to all medical, dental, vision, workers compensation and pension benefits provided by the District to its management employees.<sup>1</sup> The Foundation shall reimburse the District for all costs associated with providing these benefits to the Employee as allowed by the Master Agreement between the Foundation and the District.
- B. The Employee shall be entitled to all paid holidays provided by the District to its management employees.
- C. The Employee shall be entitled to 10 days of paid vacation annually, to be taken at times selected by her, with prior concurrence of the Executive Director. Vacation will not accrue beyond the term of this agreement.
- D. The Employee shall be entitled to 5 days of paid sick leave. Sick leave shall not accrue beyond the term of this agreement.
- E. The Foundation shall reimburse the Employee for all reasonable and necessary expenses incurred by her in connection with the performance of her services for the Foundation in accordance with the Foundation's policies and upon submission of appropriate documentation.

**5. Termination:** The Foundation shall have the right to terminate this Agreement and the Employee's employment with the Foundation for cause. For purposes of this Agreement, the term "cause" shall mean:

- A. Any breach of the Employee's obligations under this Agreement.
- B. Fraud, theft or gross malfeasance on the part of the Employee, including without limitation, conduct of a felonious or criminal nature, conduct involving moral turpitude, embezzlement or misappropriation of assets;
- C. The habitual use of drugs or intoxicants;
- D. The Employee's failure, refusal or neglect to perform her duties under this Agreement within a reasonable period under the circumstances after written notice from the Executive Director describing the breach and offering the Employee the opportunity to cure same;
- E. Repeated violation by the Employee of any of the work rules or written policies of the Foundation after written notice of the violation has been provided in writing to the Employee;
- F. Breach of standards adopted by the Foundation governing professional independence or conflicts of interest.
- G. Death or disability which permanently impairs the ability of the Employee to fulfill her duties under this Agreement.

If the employment of the Executive is terminated for cause, neither the Foundation, nor the District shall be obligated to make any further payment to the Employee nor to continue to provide any benefit to the Employee under this Agreement.

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<sup>1</sup> Disability benefits are intentionally excluded and the subject of a separate Foundation employment policy.

**6. Severance:** If for any reason other than for cause as defined in this Agreement, the Foundation terminates this Agreement and the Employee's employment with the Foundation, the Employee shall be entitled to severance compensation equal to two (2) weeks wages under the terms of this Agreement.

**7. Miscellaneous:**

- A. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
- B. This Agreement contains a complete statement of all arrangements made between the Foundation, District and the Employee with respect to its subject matter, supersedes all previous agreements, written or oral, among them relating to its subject matter and cannot be modified, amended or terminated orally. Amendments may be made to this Agreement at any time if mutually agreed upon in writing.
- C. The failure of any party to insist upon the strict adherence of any term of this Agreement on any occasion shall not be considered a waiver or deprive that party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.
- D. The invalidity or unenforceability of any term or provision of this Agreement shall not affect the validity or enforceability of the remaining terms or provisions of this Agreement which shall remain in full force and effect and any such invalid or unenforceable term or provision shall be given full effect as far as possible. If any term or provision of this Agreement is invalid or unenforceable in one jurisdiction, it shall not affect the validity or enforceability of that term in any other jurisdiction.
- E. This Agreement is not assignable by any party without express written consent of all parties.

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

By:



Ginger Ontiveros, Executive Director  
Executive Director  
Victor Valley College Foundation  
"The FOUNDATION"

By:



Dr. Christopher O'Hearn  
Superintendent / President  
Victor Valley Community College District  
"The DISTRICT"

By:



Jesika Connaghan  
"The EMPLOYEE"

SCHEDULE A – Compensation  
Employee: Jesika Connaghan

The Employee shall be compensated as allowed in the Employment Agreement as followed:

For the period beginning July 1, 2010 to June 30, 2011:

\$20,800 annually to be paid by the District and will be reimbursed by the Foundation per the terms of the Employment Agreement.