



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

Date: December 14, 2010

Place: Regular Meeting: 4:30 p.m. Board Room Victor Valley Community College
18422 Bear Valley Road, Victorville, CA 92395

REGULAR MEETING AGENDA

*Board Room Victor Valley Community College
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
- 1.1 Approval of the minutes of the November 9, 2010 regular Board meeting YES ___ NO ___
2. **INSTALLATION OF NEW BOARD MEMBERS & OATH OF OFFICE & ELECTION OF OFFICERS**
 - A. Administer Oath of Office
Lorrie Denson, Dennis Henderson, Michael Krause
 - B. Signing of Affidavit
 - C. Election of board officers
 - President – Dennis Henderson
 - Vice President – Joe Range
 - Clerk
 - Representative to the County Committee on School District Organization

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)

3. **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.
- 3.1 Employee Groups
 - a) CTA
 - b) CSEA
 - c) AFT Part-Time Faculty United

BOARD OF TRUSTEES: Lorrie Denson, Dennis Henderson, Michael Krause, Joe Range, ASB Member

3.2 Foundation

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 Agreement – California Early Childhood Mentor Program

Approval of the agreement Victor Valley Community College District and the San Francisco Community College District on behalf of its California Early Childhood Mentor Program for the 2010-2011 academic year. Fiscal Impact: All eligible expenses incurred for this program will be reimbursed by the contractor, San Francisco Community College District.

5.2 Independent Contractor Agreement – Simon Silva

Approval of the Independent Contractor Agreement between Victor Valley Community College District and Simon Silva to provide parenting workshops to GEAR UP Program schools including five middle schools and two high schools. The period of this agreement is from January 4, 2011 through May 31, 2011. Fiscal Impact: Budgeted item, not to exceed \$6,000.00, grant funded.

5.3 Curriculum Changes

Ratification of the curriculum changes that were approved by the committee on October 14, 2010 and October 28, 2010. Fiscal Impact: None

5.4 Agreements – Contract Education Services

Approval of the Contract Education Services' agreement listed below to obtain a food handler's certification. Fiscal Impact: \$300.00 income to the District.

Vendor	Income to the District
Community Services	\$ 300.00

5.5 Agreements – Contract Education Services

Approval of the Contract Education Services' agreement listed below that is being offered in the Contract Education Department. Fiscal Impact: \$250.00, income to the District.

Vendor	Income to the District
San Bernardino County Fire Station #15	\$250.00
Total:	\$250.00

5.6 Renewal - Library Online Database Subscriptions

Approval of the renewal of online database subscriptions through the Community College Library Consortium. Fiscal Impact: Budgeted item, \$36,178.00.

- 5.7 Agreements – Ebmeyer Charter and Tour
Ratification of the agreements between Victor Valley Community College District and Ebmeyer and Tour to provide three chartered bus trips (November 9, 16, 18) from Victor Valley College to the Claremont Testing location for automotive students taking the ASE certification exam as part of the Mechanics Collaborative grant program. Fiscal Impact: Budgeted item, \$2,500.00, grant funded.
- 5.8 Agreement – Community Hospice of Victor Valley
Ratification of the agreement between Victor Valley Community College District and Community Hospice of Victor Valley to provide clinical learning facilities for all health sciences programs. This agreement began December 1, 2010 and will remain in effect unless terminated by either party upon thirty (30) days written notice. Fiscal Impact: None
- 5.9 Agreement – Desert Physician's Management, LLC
Ratification of the agreement between Victor Valley Community College District and Desert Physician's Management, LLC to provide clinical learning facilities for all health sciences programs. This agreement began November 1, 2010 and will remain in effect unless terminated by either party upon thirty (30) days written notice. Fiscal Impact: None
- 5.10 Agreement – Victorville Medical Transportation
Ratification of the agreement between Victor Valley Community College District and Victorville Medical Transportation to provide clinical learning facilities for all health sciences programs. This agreement began November 1, 2010 and will remain in effect unless terminated by either party upon thirty (30) days written notice. Fiscal Impact: None
- 5.11 Agreement – Loma Linda University Medical Center, Loma Linda University Children's Hospital, Loma Linda University East Campus Hospital, Loma Linda University Health Care and Loma Linda University Behavioral Medicine Center
Ratification of the agreement between Victor Valley Community College District Loma Linda University Medical Center, Loma Linda University Children's Hospital, Loma Linda University East Campus Hospital, Loma Linda University Health Care and Loma Linda University Behavioral Medicine Center to provide clinical learning facilities for all health sciences programs. The term of this agreement is from November 15, 2010 through November 15, 2012.
- 5.12 Agreement – Beeson, Tayer & Bodine
Ratification of the agreement between Victor Valley Community College District and Beeson, Tayer & Bodine for mediation services conducted on November 15, 2010. Fiscal Impact: \$2,000.00
- 5.13 Memorandum of Understanding between DMV and Victor Valley College Campus Police
Ratification of the Memorandum of Understanding between the Department of Motor Vehicles and Victor Valley College Campus Police Department for authorization for electronic access to information and records. Fiscal Impact: None
- 5.14 Board of Trustees Payments Report
Approval of the Board of Trustees Payments Report. Fiscal Impact: None
- 5.15 Amended Agreement Renewal – Keenan & Associates Loss Control Services Agreement
Ratification of the amendment between Victor Valley Community College District and Keenan and Associates to assist in the identification of conditions which may pose a risk of bodily injury and/or property damage and other recommendations to help mitigate the District's risk of loss. Fiscal Impact: Not to exceed \$4,800.00, budgeted item.

- 5.16 Amended Agreement – Law Offices of Dennis J. Walsh
Approval of the amended agreement between Victor Valley Community College District and the Law Offices of Dennis J. Walsh to provide limited specialized legal consultation as requested by the District. The original maximum on the contract was \$50,000.00; actual expenditures with the vendor totaled \$50,761.74. Fiscal Impact: An additional \$761.74, budgeted.
- 5.17 Agreement – Namdar Structural Engineering, Inc.
Ratification of the amendment between Victor Valley Community College District and Namdar Structural Engineering, Inc. for Phase II of the structural engineering consultation services in connection with an investigation of the floor at the Counseling & Administration building #55. Fiscal Impact: \$17,820.00 plus \$1,500.00 for any reimbursable expenses, Local Bond Funded.
- 5.18 Agreements – Off Campus Locations
Ratification of the agreements between Victor Valley Community College District and the facilities listed to provide classroom space for the 2010-2011 academic year. Fiscal Impact: Not to exceed \$20,000.00 for the 2010-2011 fiscal year.
- 5.19 Agreement – Vector Resources (Fiber Switches/Cable)
Ratification of the agreement between Victor Valley Community College District and Vector Resources to exchange some of the previously purchased (6) 24 port POE switches and purchase (6) 12 port fiber switches and cable. Fiscal Impact: \$3,822.98, budgeted item, Local Bond Funded.
- 5.20 2011 Board Calendar
Approval of the proposed calendar of board meetings. Fiscal Impact: None
- 5.21 Agreement – Atkinson, Andelson, Loya, Ruud & Romo
Approval of the agreement between Victor Valley Community College District and Atkinson, Andelson, Loya, Ruud & Romo to provide FRISK Leadership Training for management on January 29, 2011. Fiscal Impact: \$2,568.50.
- 5.22 Agreement – IMPEX Technologies
Ratification of the agreements between Victor Valley Community College District and IMPEX Technologies to purchase software to assist with the migration of the Groupwise email to Microsoft Outlook email. Fiscal Impact: \$17,546.50, budgeted item, Local Bond Funded.
- 5.23 Agreement – Mobile Mini
Ratification of the agreement between Victor Valley Community College District and Mobile Mini to rent a Model 40K2 40' tunnel storage container to store donated fire equipment. The period of this agreement is from November 24, 2010 through November 24, 2011. Fiscal Impact: Budgeted item, not to exceed \$2,000.00.
- 5.24 Out-of-Country Travel - Asia
Approval of out-of-country travel to East Timor in Asia. The travel is required of students who are registered in Biology 98 "International Natural History" from January 15, 2011 through February 7, 2011. Students will be accompanied by Professor of Biology, Dr. Hinrich Kaiser and Robert Sewell, ASB Advisor. Fiscal Impact: \$3,595.00, Grant funded.

ACTION AGENDA

6. BOARD OF TRUSTEES

- 6.1 Separate approval of items pulled from consent agenda YES ___ NO ___
- 6.2 Approval of Resolution #10-14 – Declaring Board Vacancy – Angela Valles YES ___ NO ___
Approval of the Resolution #10-14 declaring a vacancy on the Board of Trustees at Victor Valley Community College District. Fiscal Impact: None
- 6.3 Proposed Process to Appoint a New Board Member to Fill Vacancy YES ___ NO ___
Approval of the process, timeline, application materials, and criteria due to the resignation of Ms. Angela Valles, Board President effective December 7, 2010. Fiscal Impact: \$1,000.00

7. SUPERINTENDENT/PRESIDENT

- 7.1 Agreement – IMPEX Technologies, Inc. YES ___ NO ___
Approval of IMPEX agreement between Victor Valley Community College District and IMPEX Technologies, Inc. to implement phase one of a multiphase implementation of Novell to Microsoft migration. Fiscal Impact: Not to exceed \$314,994.00, budgeted item, Local Bond Funded.
- 7.2 Agreement – Datalink Networks YES ___ NO ___
Ratification of the agreement between Victor Valley Community College District and Datalink Networks to provide training related to the migration of campus systems from Novell to Microsoft. Fiscal Impact: \$59,865.30, Fund 71.
- 7.3 Agreement – Datatel, Inc. YES ___ NO ___
Approval of the agreement between Victor Valley Community College and Datatel, Inc. for applications, training, and consulting for Datatel Enterprise Resource Planning (ERP) System, to bring the campus systems and processes closer up to date with standards. This is phase one of a multi-part project to utilize and enhance the overall capabilities of the current Datatel (ERP) System. Fiscal Impact: \$686,860.00, budgeted item, Fund 71.

11. HUMAN RESOURCES

- 11.1 Renewal of Administrator Contracts YES ___ NO ___
Approval of the renewal of the following Administrative contracts for 3 years:
Deputy Superintendent/Executive Vice President
Vice President, Human Resources

Fiscal Impact: Budgeted
- 11.2 Renewal of Administrator Contracts YES ___ NO ___
Approval of the renewal of the following Administrative contracts for 2 years:

Director, Special Grants Programs
Dean, Instructional Programs, STEM
Dean, Instructional Programs, Health Sciences & Public Safety
Executive Dean, Institutional Effectiveness
Director, EOPS/CARE
Dean, Instructional Programs, Humanities, Arts & Social Sciences

Fiscal Impact: Budgeted

- 11.3 New Classified Position, Curriculum & Scheduling Coordinator YES ___ NO ___
Approval of the new classified position of Curriculum & Scheduling Coordinator, effective December 15, 2010. Fiscal Impact: Budgeted, Range 14 of the classified salary schedule, \$4,441.00 plus benefits.
- 11.4 Management Appointment, Director of the Associate Nursing Program and Allied Health YES ___ NO ___
Approval of the appointment of Joseph Morris to fill the position of Director of Associate Degree Nursing Program and Allied Health beginning on or after December 15, 2010. Fiscal Impact: Budgeted, Range 18 Step E on the Management Salary Schedule, \$8,855/month plus benefits.
- 11.5 Management Appointment, Interim Dean of Student Services YES ___ NO ___
Approval of the appointment of Tim Johnston to fill the position of Interim Dean of Student Services beginning December 15, 2010 and ending no later than June 30, 2011. Fiscal Impact: Budgeted, Range 20 on the Management Salary Schedule, \$8,847 to \$11,308/month plus benefits.
- 11.6 New Classified Position, Senior Programmer/Software Developer YES ___ NO ___
Approval of the new classified position of Senior Programmer/Software Developer, effective December 15, 2010. Fiscal Impact: Range 15 of the classified salary schedule, \$5,023.00 plus benefits, budgeted.

12. INFORMATION/DISCUSSION

- 12.1 AFT Sunshine Proposal To District
Submitted as an informational/discussion item.
- 12.2 Sunshine Items with the District and CTA
Submitted as an informational/discussion item.
- 12.3 Monthly Financial Reports
Submitted as an informational/discussion item.

13. 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)

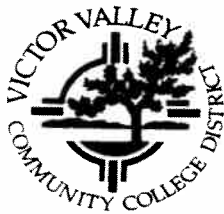
14. TRUSTEE COMMENTS

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

15. ADJOURNMENT

YES ___ NO ___

It is the intention of Victor Valley Community College District to comply with the Americans with Disabilities Act in all respects. Any person with a disability may request that this agenda be made available in an appropriate alternative format. A request for a disability-related modification or accommodation may be made by a person with a disability who requires a modification or accommodation in order to participate in the public meeting to 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: November 9, 2010

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

Regular Meeting: 5:30 p.m. Board Room Victor Valley Community College
18422 Bear Valley Road, Victorville, CA 92395

AGENDA ~ Board Room

Board Room Victor Valley Community College

CALL TO ORDER

4:30 p.m.

The Board of trustees of Victor Valley Community College District met in Open Session on October 12, 2010 in the Board Room of the Administration Building. Ms. Valles, Board Vice 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; Don Nelson, Trustee

Absent: Judy Schmoll, Student Trustee

Judy Schmoll, Student Trustee arrived at 5:20 p.m.

PLEDGE OF ALLEGIANCE

Don Nelson 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 ~ West Wing Conference Room

2. CLOSED SESSION

4:30-5:30 p.m.

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

PUBLIC APPOINTMENT – Government Code Section 54954.5
Superintendent/President

PUBLIC COMMENTS RELATED TO CLOSED SESSION ITEMS: None

At 4:34 p.m. Board President Valles recessed to closed session.

BOARD OF TRUSTEES: Dennis Henderson, Chris Mollenkamp, Donald Nelson, Joe Range, Angela Valles, ASB Member

REGULAR MEETING AGENDA

Board Room Victor Valley Community College

This meeting will be electronically recorded

3. OPEN SESSION REGULAR MEETING

3.1 Closed Session Report:

At 5:30 p.m., Board President Valles reconvened to open session and announced that there were no actions taken in Closed Session.

Public Comments: None

4. SUPERINTENDENT/PRESIDENT'S REPORT

Dr. O'Hearn's report included a presentation made by Kelley Dominch, VVC 4th semester nursing student on her senior project that involved the local Brownies and Girl Scouts. This project allowed the Brownies and Girl Scouts to achieve their exploration badges.

In addition, Chief Knight reported on the accomplishments achieved this past year in the area of safety and police as well as future plans. Campus traffic, weather and emergency preparedness plans were implemented. A training plan has been established for the officers to ensure that they meet the 24 hour state mandated requirements. All officers have been trained in cultural diversity. Building emergency coordinators have been established. New parking permit dispensers have been installed throughout campus.

Newly elected Board member Michael Krause publically thanked Trustee Nelson and Mollenkamp for their services to the Board of Trustees.

- **Academic Senate** – Ms. Harvey thanked the board for holding the recent special board meeting and the change that occurred in the hiring committee and feels that the new combination of this committee will well serve the community as well as the college as a whole.

5. CONSENT AGENDA

It was MSC (Nelson/Henderson, 5-0) to approve the consent agenda items in one motion with items 5.1 pulled for separate discussion by Trustee Mollenkamp.

6. CONSENT AGENDA

It was MSC (Nelson/Henderson, 5-0) to approve the consent agenda items in one motion with item 5.1 pulled for separate discussion by Trustee Mollenkamp.

5.1 **PULLED FOR SEPARATE DISCUSSION** Approval of the minutes of the October 12, 2010 regular Board meeting and the November 3, 2010 special Board Meeting.

5.2 Academic Equivalency Request – Bruce Painter (Construction Technology) Approval of the equivalency request for Bruce Painter, Construction Technology. Fiscal Impact: None.

5.3 Academic Equivalency Request – David Desterhouse (Construction Technology) Approval of the equivalency request for David Desterhouse, Construction Technology. Fiscal Impact: None.

5.4 Agreement – Systems Maintenance Services, Inc.

Ratification of the agreement between Victor Valley Community College District and Systems Maintenance Services, Inc. to provide consultant support, trouble shooting and system analysis for Datatel. Fiscal Impact: \$2,500.00, budgeted item.

5.5 Renewal Agreement – Child Development Training Consortium

Ratification of the 2010-2011 renewal agreement between Victor Valley Community College District and Yosemite Community College, Child Development Training Consortium to reimburse Child Development students for fees and books and to provide curriculum materials and supplies. Fiscal Impact: \$11,250.00, Income to the District.

5.6 Fees – Administration of Justice Program

Approval of charges of materials fees to students beginning with the Spring 2011 term, for the following Administration of Justice courses: (Fiscal Impact: None to the District)

AJ 30 – PC 832 Firearms	\$12.00 per student
AJ 80 – Level III Modulated Law Enforcement Basic Course	\$12.00 per student
AJ 81 – Level II Modulated Law Enforcement Basic Course	\$42.00 per student

5.7 Independent Contractor Agreement – Ebony Purcell

Approval of the Independent Contractor Agreement between Victor Valley Community College District and Ebony Purcell to provide Upward Bound Math & Science Program participants with information regarding SAT/ACT preparation, CSU/UC/community college applications, financial aid and scholarship information. The period of this agreement is from November 12, 2010 through November 14, 2010. Fiscal Impact: \$300.00, grant funded, budgeted item.

5.8 Independent Contractor Agreement – H & L Charter Co. Inc.

Ratification of the Independent Contractor Agreement between Victor Valley Community College District and H & L Charter Co. Inc. to provide transportation services to GEAR UP students/staff/chaperones to partner schools to educational and academic activities. The period of this agreement is from October 21, 2010 through June 30, 2011. Fiscal Impact: Not to exceed \$5,999.00. Grant funded, budgeted item.

5.9 Agreements – Contract Education Services

Approval of the Contract Education Services' agreements listed below to obtain a food handler's certification. Fiscal Impact: \$2,400.00 income to the District.

Vendor:	Income to the District
La Fonda	\$ 300.00
Barstow Liquor	\$ 300.00
Star East Buffet	\$ 300.00
Circle K	\$ 300.00
Denny's Restaurant - Victorville	\$ 300.00
IHOP Restaurant - Victorville	\$ 300.00
Sahari Greek Restaurant	\$ 300.00
El Pollo Loco	\$ 300.00
Total:	\$ 2,400.00

- 5.10 Curriculum Changes
Approval of the curriculum changes that were approved by the committee on June 10, 2010 and September 23, 2010. Fiscal Impact: None
- 5.11 Renewal Agreement – Samuel Sepuya, M.D.
Ratification of the renewal agreement between Victor Valley Community College District and Samuel Sepuya, M.D. to serve as the Medical Director for the Victor Valley Community College District Respiratory Therapy Program. The period of this agreement is from August 27, 2010 through August 26, 2011. Fiscal Impact: \$4,000.00 annually.
- 5.12 Agreement – Contract Education Services
Approval of the Contract Education Services agreement between Victor Valley Community College District and Rounds, Miller & Associates for courses offered in the Contract Education Department. Fiscal Impact: \$780.00, income to the District.
- 5.13 Vehicle Donation – County of San Bernardino
Acceptance of the donation of a 1999 Chevrolet Cavalier #3G1JC5245XS852655 from the County of San Bernardino to be used as an instructional aid in the Automotive Department. Fiscal Impact: None
- 5.14 Agreement – Blackboard, Inc. (Distance Education Training)
Ratification of the amended agreement between Victor Valley Community College District and Blackboard, Inc. to provide distance education training to VVC. Fiscal Impact: \$11,700.00, budgeted item.
- 5.15 Agreement – Messaging Architects
Ratification of the agreement between Victor Valley Community College District and Messaging Architects to provide services to archive and migrate. This agreement will provide email retention services for recovery and discovery purposes. Fiscal Impact: \$30,600.00, budgeted item.
- 5.16 Independent Contractor Agreement – Leticia Martinez
Ratification of the Independent Contractor Agreement between Victor Valley Community College District and Leticia Martinez to provide financial aid training in the Direct Loan program and to assist with the packaging demand to meet student needs. The period of this agreement is from October 23, 2010 through December 10, 2010. Fiscal Impact: Not to exceed \$1,500.00.
- 5.17 Independent Contractor Agreement – Simon Silva
Ratification of the Independent Contractor Agreement between Victor Valley Community College District and Simon Silva to provide in-reach and out-reach educational and financial aid workshops. The period of this agreement is for October 5, 2010. Fiscal Impact: Not to exceed \$1,500.00.
- 5.18 Board of Trustees Payments Report
Approval of the Board of Trustees Payments Report. Fiscal Impact: None
- 5.19 Agreement – Trane Building Services
Ratification of the agreement between Victor Valley Community College District and Trane Building Services to provide repair services for one of the 2 main chillers located in the Central Plant building. Fiscal Impact: \$2,000.00, Fund 71 expenditure.

- 5.20 Agreement McLaughlin Construction Co.
Ratification of the agreement between Victor Valley Community College District and McLaughlin Construction Co. to renovate the baseball field dugouts. Fiscal Impact: \$13,455.00, Fund 71 Expenditure.
- 5.21 Agreement – Total Environmental Management Inc.
Ratification of the agreement between Victor Valley Community College District and Total Environmental Management Inc. to provide rental equipment and labor to set up, monitor, and maintain a supplemental air conditioning unit for the weight room in the Gymnasium, Building 71. Fiscal Impact: \$16,075.00, Fund 71 expenditure.
- 5.22 Agreement – Bell Mountain Enterprise, Inc. (Hi Desert Alarm)
Ratification of the agreement between Victor Valley Community College District and Bell Mountain Enterprise, Inc. (Hi Desert Alarm) to furnish and install a panic alarm in the Admissions and Records and Financial Aid Departments. Fiscal Impact: \$1,500.00, Fund 71 expenditure.
- 5.23 Agreement – APC Global Services
Ratification of the agreement between Victor Valley Community College District and APC Global Services to provide repair services for the Uninterruptible Power Supply (UPS) unit that serves the data center in Building 21. Fiscal Impact: \$5,000.00, Fund 71 expenditure.
- 5.24 Amended Agreement – Carrier Johnson
Ratification of the amended agreement between Victor Valley Community College District and Carrier Johnson to include additional services necessary to process and submit project plans to obtain Division of State Architect (DSA) project approval for the Main Gymnasium Building #71 Heating, Ventilation, and Air Conditioning (HVAC) System Upgrade. Fiscal Impact: \$10,118.00, Local Bond Funded.
- 5.25 Amended Agreement – A & E Inspection Services
Ratification of the amended agreement between Victor Valley Community College District and A & E Inspection Services to provide Inspector of Record (IOR) services as required by the Division of State Architect (DSA) for the Main Gymnasium Heating, Ventilation, and Air Conditioning (HVAC) System Upgrade and any other DSA required projects at the District's discretion. Fiscal Impact: \$25,000.00, Local Bond Funded.
- 5.26 Amended Agreement – P2S
Ratification of the amended agreement between Victor Valley Community College District and P2S to assist in the evaluation and selection process for a qualified vendor to identify and install network services at the Eastside Public Safety Training Center. Fiscal Impact: \$15,000.00 – Local Bond Funded.
- 5.27 Agreement – Passantino Andersen Communications, LLC
Ratification of the amended agreement between Victor Valley Community College District and Passantino Andersen Communications, LLC to produce the Presidential Search Brochure. Fiscal Impact: \$5,600.00, budgeted item.
- 5.28 License Renewal – Iparadigms, LLC
Ratification of the license renewal between Victor Valley Community College District and Iparadigms, LLC to access Turnitin.com which will provide plagiarism prevention. The period of this license is from November 14, 2010 through November 14, 2011. Fiscal Impact: \$11,620.00, budgeted item.

- 5.29 Out of Country Travel (Student and Faculty) – Germany, Netherlands and England
Approval of out of country travel to Bonn, Germany, Leiden, Netherlands and London, England to allow staff and student to attend a symposium in Bonn, Germany and view museum specimen collections in Leiden, Netherlands and London, England from November 17, 2010 through November 23, 2010. The student will be accompanied by Professors of Biology, Lisa Harvey and Hinrich Kaiser. Fiscal Impact: \$5,000.00, grant funded.

ACTION AGENDA

6. BOARD OF TRUSTEES

- 6.1 Separate approval of items pulled from consent agenda
5.2 Approval of the minutes of the October 12, 2010 regular Board meeting and the November 3, 2010 special Board Meeting.
Trustee Mollenkamp would like to add “**was increased**” to the second sentence of the November 3, 2010 special Board meeting, Section 4.1
It was MSC (Mollenkamp/Nelson, 5-0) to approve the minutes of the October 12, 2010 regular Board meeting and the November 3, 2010 special Board Meeting as corrected.

10. ADMINISTRATIVE SERVICES

- 10.1 Foundation Donations
It was MSC (Range/Mollenkamp, 5-0) to accept 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 \$20,055.56 and transferred \$27,776.65 in student scholarships for a total cash contribution of \$47,832.21. The Foundation also received and is transferring ownership of in-kind (non-cash) gifts valued at 16,764.00. Fiscal Impact: \$64,596.21 to the District.

11. HUMAN RESOURCES

- 11.1 AFT Part-Time Faculty United Agreement
It was MSC (Nelson/Henderson, 5-0) to ratify of the revised articles 4, 5, 6, 8, 9, 10, 11, 12, 13, 14, and 19. Fiscal Impact: \$4,350.00 additional annual cost to implement contract.

12. INFORMATION/DISCUSSION

- 12.1 Chapter 2 Board Policy 2210 - Officers
Submitted as an informational/discussion item.
Trustee Range stated the board policy is not consistent with the Education Code and feels that the policy should be reviewed and should be aligned with the Education Code. Education Code states state that an election should occur. At this time, he feels it is too late to make any changes but would like the new board to take a look at this in the future.

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 Olson

- 13.2 Employee Groups

- a) CTA – Michael Butros
- b) CSEA – Arlene Greene
- c) AFT Part-Time Faculty United – Kevin Crowley

14. TRUSTEE COMMENTS

- ASB –Judy Schmoll reported on student activities.

Trustee Henderson thanked everyone for the recent support they provided him during the election process. Trustee Range thanked Trustees Mollenkamp, Nelson and Valles for their constant effort in moving the district forward and that they will be missed. Vice President Mollenkamp asked that the board look at moving the comments from the constituent groups to the President's report. He encouraged the board to do four things as a district/group 1) to provide a world class education; 2) to be wise the resources; 3) continue to strive to find new revenue sources; and 4) the new Superintendent/President must be a good fit for this college and for this community. Trustee Nelson announced that he has enjoyed his time on campus and is pleased to see the tremendous growth. President Valles has enjoyed working with the board and would be open to finishing her term out for the two years remaining. She thanked the board for working with her and being a safe place to have a difference of opinion and still work cooperatively together. In addition, she thanked the constituent groups for their support. Trustee Nelson congratulated President Valles on her new position and wished her the best.

15. ITEMS FOR FUTURE BOARD MEETINGS:

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

Vice President Mollenkamp asked that the board look at moving the comments from the constituent groups to the President's report

16. PUBLIC COMMENTS RELATED TO NON-AGENDA ITEMS: Beverly Dudley and Ensen Mason

Dr. O'Hearn announced that it has been a tradition to recognize the outgoing board members at the December meeting and invited President Valles, Vice President Mollenkamp and Trustee Nelson to please attend the meeting.

17. ADJOURNMENT

It was MSC (Nelson/Henderson, 5-0) to adjourn the meeting at 6:10 p.m.

Dennis Henderson, Clerk

Date Approved

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM

BOARD CONSENT BOARD ACTION BOARD INFORMATION (no action required)

TOPIC: AGREEMENT—CALIFORNIA EARLY CHILDHOOD MENTOR PROGRAM

SUBMITTED BY: Kelley Johnson, Director, Child Development

RECOMMENDED BY: Mark J. Zacovic Mark J. Zacovic

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

Description/Background:

The District desires to ratify this letter of agreement establishing a contract between Victor Valley Community College District and the San Francisco Community College District, on behalf of its California Early Childhood Mentor Program, for the 2010-2011 academic year. Through this contract, Mentors are selected from a variety of early childhood programs in the high desert. The Child Development Department's practicum students will be placed in these programs for the lab hours necessary for completion of CHDV 210. The period of this contract is from September 1, 2010 through June 30, 2011.

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

Need:

This program is essential for the success of our students. Our students benefit from placements in the community as this leads to employment in these or similar sites. This program provides a tremendous support to our students as they prepare for their careers in early childhood education.

Fiscal Impact:

All eligible expenses incurred for this program will be reimbursed by the contractor, San Francisco Community College District, as part of this agreement.

Recommended Action:

It is recommended by the Superintendent/President that the Board of Trustees approve the agreement between Victor Valley Community College District and the San Francisco Community College District, on behalf of its California Early Childhood Mentor Program for the 2010-2011 academic year.

Legal Review: YES NOT APPLICABLE

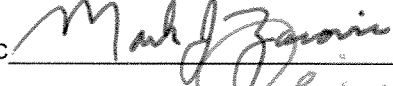
Reference for Agenda: YES NO

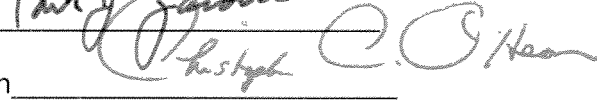
**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM**

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

TOPIC: AGREEMENT - SIMON SILVA

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

RECOMMENDED BY: Mark J. Zacovic 

APPROVED BY: Christopher C. O'Hearn 

Description/Background:

The District wishes to approve an Independent Contractor Agreement between Victor Valley Community College District and Simon Silva. The service period for this agreement is from January 4, 2011 through May 31, 2011.

Copies of the original contracts for the individual listed above are available for review in the Superintendent/President's Office.

Need:

To provide parenting workshops to GEAR UP Program schools including 5 middle schools and 2 high schools.

Fiscal Impact:

Budgeted item. Not to exceed \$6,000 – 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 Simon Silva, to provide parenting workshops to GEAR UP Program schools from January 4, 2011 to May 31, 2011.

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: CURRICULUM CHANGES

SUBMITTED BY: Mark J. Zacovic, Executive Vice President, Instruction & Student Services

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

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

Description/Background:

The College Curriculum Committee meets on a regular basis to review course changes that have been proposed by the instructional departments. The modifications in existing courses and the proposed new courses that were approved by the committee on October 14, 2010 and October 28, 2010 are listed on the attached sheet.

Fiscal Impact:

None.

Recommended Action:

It is recommended by the Superintendent/President that the Board of Trustees approve the curriculum changes made on October 14, 2010 and October 28, 2010, and have been recommended by the College Curriculum Committee.

Legal Review: YES NOT APPLICABLE

Reference for Agenda: YES NO

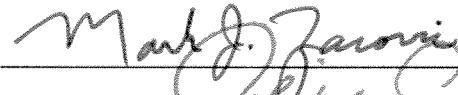

2010-2011 CURRICULUM COMMITTEE RECOMMENDATIONS

October 14 and 28, 2010

COURSE	TITLE	CHANGE	DEGREE APPROPRIATE (new course only)	DATE
ADPE 40	Physical Fitness	Substantial		Oct. 28, 2010
ADPE 41	Advanced Physical Fitness	Substantial		Oct. 28, 2010
AENG 10.1C	Low Beginning ESL Computer Skills	New Course		Oct. 28, 2010
ASL 126	Introduction to Interpreting	Non- Substantial		Oct. 14, 2010
BIOL 201	Biology of Cells	Non- Substantial		Oct. 14, 2010
BIOL 202	Biology of Organisms	Non- Substantial		Oct. 14, 2010
FIRE 11D	Confined Space Rescue Operational	New Course		Oct. 28, 2010
FIRE 71	Training Instructor 1B: Psychomotor Lesson Delivery	Substantial		Oct. 28, 2010
GUID 50	College Success	Substantial		Oct. 28, 2010

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

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

TOPIC: AGREEMENT - CONTRACT EDUCATION SERVICES
SUBMITTED BY: Debbie Potts, Contract Education
RECOMMENDED BY: Mark J. Zacovic 
APPROVED BY: Christopher C. O'Hearn 

Description/Background:

The District desires to approve the Contract Education Services' agreement(s) 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
Community Services	\$ 300.00
Total:	\$ 300.00

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:

\$300.00 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

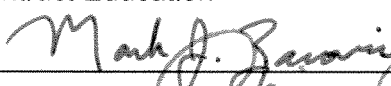
Reference for Agenda: YES ___ NO

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

BOARD CONSENT BOARD ACTION BOARD INFORMATION (no action required)

TOPIC: AGREEMENTS - CONTRACT EDUCATION SERVICES

SUBMITTED BY: Debbie Potts, Contract Education

RECOMMENDED BY: Mark J. Zacovic 

APPROVED BY: Christopher C. O'Hearn 

Description/Background:

The District desires to approve the Contract Education Service agreement listed below that is being offered in the Contract Education Department.

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

Vendor:	Contract Amount	Estimated Income to District
San Bernardino County Fire Station #15	\$25 per student	\$250.00
Total:		\$250.00

Need:

The vendor will provide various workshops through Contract Education Services.

Fiscal Impact: \$ 250.00.00 income to the District

Recommended Action:

It is recommended by the Superintendent/President that the Board of Trustees approve the agreement listed above that is 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: LIBRARY ONLINE DATABASE SUBSCRIPTIONS

SUBMITTED BY: Leslie Huiner, Librarian

RECOMMENDED BY: Mark J. Zacovic 

APPROVED BY: Christopher C. O'Hearn 

Description/Background:

The District desires to renew the following online database subscriptions through the Community College Library Consortium: Oposing Viewpoints in Context, Access World News, Grove Art Online, Grove Music Online, Biology Journals, Books in Print, Academic OneFile and Literature Resource Center.

Need:

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

Fiscal Impact:

Budgeted item - \$36,178.00

Recommended Action:

It is recommended by the Superintendent/President that the Board of Trustees approve the renewal of online database subscriptions through the Community College Library Consortium.

Legal Review: YES NOT APPLICABLE

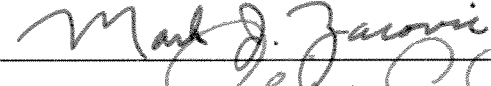
Reference for Agenda: YES NO


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

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

TOPIC: AGREEMENTS – EBMEYER CHARTER AND TOUR

SUBMITTED BY: Ginger Ontiveros, Executive Director, Foundation

RECOMMENDED BY: Mark J. Zacovic 

APPROVED BY: Christopher C. O'Hearn 

Description/Background:

The District desires to ratify agreements for Ebmeyer Charter and Tour to provide three chartered bus trips (November 9, 16, 18) from Victor Valley College to the Claremont testing location for automotive students taking the ASE certification exam as part of our Mechanics Collaborative grant program. This grant program is funded by the California State Employment Development Department using funds from the American Recovery and Reinvestment Act.

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

Need:

The grant holds Victor Valley College accountable to achieve certain performance standards. ASE certification of students enrolled in this program is among the performance standards. Many of the students do not have transportation to get to the test location.

Fiscal Impact:

Budgeted item. \$2,500 – Grant funded.

Recommended Action:

It is recommended by the Superintendent/President that the Board of Trustees ratify the agreements with Ebmeyer Charter to provide three bus trips from Victor Valley College to the ASE certification exam location in Claremont, California.

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 BOARD INFORMATION (no action required)

TOPIC: AGREEMENT – COMMUNITY HOSPICE OF VICTOR VALLEY

SUBMITTED BY: Pat Luther, Dean, Health Sciences, Public Safety & Industrial Technology

RECOMMENDED BY: Mark J. Zacovic 

APPROVED BY: Christopher C. O'Hearn 

Description/Background:

The District desires to ratify an agreement between Victor Valley Community College District and Community Hospice of Victor Valley. This agreement begins December 1, 2010 and will remain in effect unless terminated by either party upon thirty (30) days written notice that the agreement will terminate no earlier than the end of the District term that is in session at that time.

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

Need:

To provide clinical learning facilities for all health sciences programs.

Fiscal Impact:

None

Recommended Action:

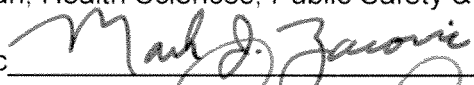

It is recommended by the Superintendent/President that Board of Trustees ratify an agreement between Victor Valley Community College District and Community Hospice of Victor Valley. This agreement begins December 1, 2010 and will remain in effect unless terminated by either party upon thirty (30) days written notice that the agreement will terminate no earlier than the end of the District term that is in session at that time.

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 – DESERT PHYSICIAN'S MANAGEMENT, LLC.
SUBMITTED BY: Pat Luther, Dean, Health Sciences, Public Safety & Industrial Technology
RECOMMENDED BY: Mark J. Zacovic 
APPROVED BY: Christopher C. O'Hearn 

Description/Background:

The District desires to ratify an agreement between Victor Valley Community College District and Desert Physician's Management, LLC. This agreement begins November 1, 2010 and will remain in effect unless terminated by either party upon thirty (30) days written notice that the agreement will terminate no earlier than the end of the District term that is in session at that time.

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

Need:

To provide clinical learning facilities for all health sciences programs.

Fiscal Impact:

None

Recommended Action:

It is recommended by the Superintendent/President that Board of Trustees ratify an agreement between Victor Valley Community College District and Desert Physician's Management, LLC. This agreement begins December 1, 2010 and will remain in effect unless terminated by either party upon thirty (30) days written notice that the agreement will terminate no earlier than the end of the District term that is in session at that time.

Legal Review: YES NOT APPLICABLE

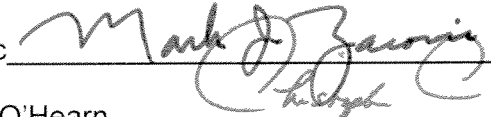
Reference for Agenda: YES NO


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

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

TOPIC: AGREEMENT – VICTORVILLE MEDICAL TRANSPORTATION

SUBMITTED BY: Pat Luther, Dean, Health Sciences, Public Safety & Industrial Technology

RECOMMENDED BY: Mark J. Zacovic 

APPROVED BY: Christopher C. O'Hearn 

Description/Background:

The District desires to ratify an agreement between Victor Valley Community College District and Victorville Medical Transportation. This agreement begins November 1, 2010 and will remain in effect unless terminated by either party upon thirty (30) days written notice that the agreement will terminate no earlier than the end of the District term that is in session at that time.

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

Need:

To provide clinical learning facilities for all health sciences programs.

Fiscal Impact:

None

Recommended Action:

It is recommended by the Superintendent/President that Board of Trustees ratify an agreement between Victor Valley Community College District and Victorville Medical Transportation. This agreement begins November 1, 2010 and will remain in effect unless terminated by either party upon thirty (30) days written notice that the agreement will terminate no earlier than the end of the District term that is in session at that time.

Legal Review: YES X NOT APPLICABLE ___


Reference for Agenda: YES ___ NO X


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

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

TOPIC: AGREEMENT – LOMA LINDA UNIVERSITY MEDICAL CENTER, LOMA LINDA UNIVERSITY CHILDREN'S HOSPITAL, LOMA LINDA UNIVERSITY EAST CAMPUS HOSPITAL, LOMA LINDA UNIVERSITY HEALTH CARE AND LOMA LINDA UNIVERSITY BEHAVIORAL MEDICINE CENTER

SUBMITTED BY: Pat Luther, Dean, Health Sciences, Public Safety & Industrial Technology

RECOMMENDED BY: Mark J. Zacovic 

APPROVED BY: Christopher C. O'Hearn 

Description/Background:
The District desires to ratify an agreement between Victor Valley Community College District and the following facilities: Loma Linda University Medical Center, Loma Linda University Children's Hospital, Loma Linda University East Campus Hospital, Loma Linda University Health Care, and Loma Linda University Behavioral Medicine Center. The term of this agreement is November 15, 2010 through November 15, 2012.

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

Need:
To provide clinical learning facilities for all health sciences programs.

Fiscal Impact:
None

Recommended Action:
It is recommended by the Superintendent/President that Board of Trustees ratify an agreement between Victor Valley Community College District and Loma Linda University Medical Center, Loma Linda University Children's Hospital, Loma Linda University East Campus Hospital, Loma Linda University Health Care, and Loma Linda University Behavioral Medicine Center. The term of this agreement is November 15, 2010 through November 15, 2012.

Legal Review: YES X NOT APPLICABLE ___


Reference for Agenda: YES ___ NO X


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

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

TOPIC: AGREEMENT— BEESON, TAYER & BODINE

SUBMITTED BY: Fusako Yokotobi

RECOMMENDED BY: Fusako Yokotobi 

APPROVED BY: Christopher O'Hearn 

Description/Background:

It is necessary to hire a mediation firm per CSEA contract Article 24.5

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

Need:

Mediation process needs to be conducted in a timely manner. Mediation was held November 15, 2010

Fiscal Impact:

Expenditure: \$2,000

Recommended Action:

It is recommended that the Board of Trustees ratify the agreement with Beeson, Tayer & Bodine for mediation services on November 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: MEMORANDUM OF UNDERSTANDING BETWEEN DMV AND VICTOR VALLEY COLLEGE CAMPUS POLICE

SUBMITTED BY: Leonard Knight, Chief of Police

RECOMMENDED BY: Fusako Yokotobi *Fusako Yokotobi*

APPROVED BY: Christopher O'Hearn *Chris O'Hearn*

Description/Background:

It is necessary for the Campus Police Department to have access to DMV records using direct online access service via San Bernardino Information Systems Department, referred to as SBCISD.

Need:

Memorandum of Understanding between VVCCPD and DMV needs to be signed to maintain access.

Fiscal Impact:

None

Recommended Action:

It is recommended that the Board of Trustees ratify the Memorandum of Understanding between the Department of Motor Vehicles and Victor Valley College Campus Police Department for authorization to electronic access to information and records.

Legal Review: YES NOT APPLICABLE

Reference for Agenda: YES NO


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

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

TOPIC: BOARD OF TRUSTEES PAYMENTS 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

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: AMEND AGREEMENT RENEWAL – KEENAN & ASSOCIATES
LOSS CONTROL SERVICES AGREEMENT

SUBMITTED BY: Deedee Orta, Administrative Services

RECOMMENDED BY: G.H. Javaheripour 

APPROVED BY: Christopher O'Hearn 

Description/Background:

The District wishes to amend its agreement with Keenan & Associates to include Exhibit A and B of the Loss Control Services Agreement. This will provide semi-annually Workers' Compensation Inspections of high risk areas such as shops, labs and trades and annually of low risk areas such as offices and classrooms.

Need:

These services are intended to promote safety awareness, assist in the identification of conditions which may pose a risk of bodily injury and/or property damage, and offer recommendations to help mitigate the District's risk of loss.

Fiscal Impact: Not to exceed \$4,800.00 – Budgeted Item

Recommended Action:

This item has been approved by the Interim Superintendent/President, and it is recommended that the Board of Trustees ratify the amendment with Keenan and Associates not to exceed \$4,800.

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 – LAW OFFICES OF DENNIS J. WALSH

SUBMITTED BY: Mary Pringle, Fiscal Services

RECOMMENDED BY: G.H. Javaheripour 

APPROVED BY: Christopher O'Hearn 

Description/Background:

The District wishes to amend the agreement with the Law Offices of Dennis J. Walsh to provide limited, specialized legal consultation as requested by the District, at the fee(s) designated in the attached contract. The original maximum on the contract was \$50,000.00; actual expenditures with the vendor totaled \$50,761.74.

Need:

This board item was originally approved on June 27, 2006.

Fiscal Impact:

An additional \$761.74 – Budgeted

Recommended Action:

It is recommended that the Board of Trustees approve the amended agreement with the Law Offices of Dennis J. Walsh in the amount of \$761.74.

Legal Review: YES NOT APPLICABLE

Reference for Agenda: YES NO

5/17

RETAINER AGREEMENT

**LAW OFFICES OF DENNIS J. WALSH AND
VICTOR VALLEY COMMUNITY COLLEGE DISTRICT**

THIS AGREEMENT is entered into on the 1st day of July, 2006, by and between The Law Offices of Dennis J. Walsh, hereinafter referred to as "the Firm," and Victor Valley Community College District and its Board of Education, referred to hereinafter as "the District" and "the Board" respectively.

WHEREAS, the District, through its Board of Education, wishes to assure itself of the Firm's specialized legal advice and services in the field of labor relations, employment law and education law; and

WHEREAS, the Firm is prepared to enter into a Retainer Agreement pursuant to the provisions of the Education Code Section and is prepared to give the District and the Board the assurances they desire;

NOW, THEREFORE, in consideration of the promises and mutual agreements, and subject to the conditions as hereinafter set forth, the parties hereto agree as follows:

1. From and after the date of this Agreement, the Board agrees to retain the Firm for general legal advice, and the Firm agrees to discharge faithfully, diligently and to the best of its ability during the term hereof such specialized legal services relating to employment law, civil litigation, education law and labor relations matters as may be requested from time to time, including general advice and counseling in employment issues, representation in Educational Employment Relations Board matters, collective bargaining negotiations with various employee organizations, and representation in impasse procedures and grievance

procedures.

In addition, the Board agrees that the Firm may be requested to render legal services with respect to matters other than those described above, and that in the event the Firm agrees to render such legal services, the Board shall compensate the Firm as provided in Paragraph 3 below.

2. The term of this Agreement shall commence on the date set forth above and shall continue to June 30, 2007, unless cancelled by either party hereto upon one week's notice.

3. As compensation in consideration for the performance of the foregoing services, the Board agrees to pay to the Firm, and the Firm agrees to accept from the Board, compensation at the follow rates: Dennis J. Walsh \$250.00 per hour; Associate Attorneys \$195.00 per hour, Paralegals \$125.00 per hour. In addition, the Firm shall be reimbursed for reasonable and necessary expenses and disbursements as follows: computerized legal research charges such as Westlaw, which are billed at cost; photocopy charges, which are billed at \$.25 per copy or cost if performed outside; fax charges, which are billed at \$1.00 per page; outside messenger charges, which are billed at cost when necessary; postage/Federal Express, which is billed at cost; retention of expert witnesses and court reporting services, which are billed at cost; and travel expenses, which are billed at \$.37 per mile for mileage and cost for all other travel expenses and any other expenses directly incurred on a reasonable basis which are related to and customary in fulfilling the duties of this position. The Board will reimburse the Firm for all such expenses and disbursements upon the presentation by the Firm of an itemized account of such expenditures.

4. It is understood that payment will be made for all time reasonably expended by attorneys and paralegals in the Firm, including familiarization, orientation and consultation time with the Board and its officials and staff; research and planning; travel in the city, or out of town when necessary; conferences with employee groups or individuals representing them and with other public or private individuals or groups whose assistance, aid, or advice may be beneficial in fulfilling the Firm's duties to the District; reviewing proposals, correspondence, legal documents and other materials prepared on behalf of the Board and its agents and staff; and performing such other duties and functions as are normal and customary in the personnel and industrial relations field in handling such matters.

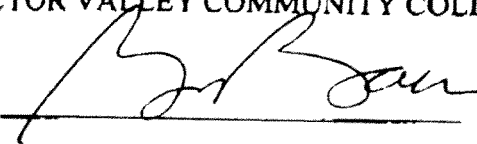
5. The Firm reserves the right to serve other clients with interests adverse to the District, providing such services do not conflict with the specific services agreed to be performed herein.

6. This Agreement may be modified only by a written agreement duly executed by each of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement this 19th day of July, 2006.


VICTOR VALLEY COMMUNITY COLLEGE DISTRICT

By: _____



LAW OFFICES OF DENNIS J. WALSH, APC

By: _____



 Dennis J. Walsh, Esq.

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

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

TOPIC: AGREEMENT – NAMDAR STRUCTURAL ENGINEERING, 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 Namdar Structural Engineering, Inc. for Phase II of the structural engineering consultation services in connection with an investigation of the floor at the Counseling & Administration building #55.

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

Need:

During the carpet installation at building #55, District staff had the opportunity to evaluate the floors, noting that at the south side of the building there is sagging between the adjacent supports. Namdar Structural Engineering firm was contracted to complete the initial structural evaluation and confirm the safety of the building and gave a recommendation for destructive testing to evaluate the severity of the problem. Structural drawings for repairs will be performed in Phase III, based on the findings of the destructive testing in Phase II.

Fiscal Impact: \$17,820.00 plus \$1,500.00 for any reimbursable expenses – Local Bond Funded

Recommended Action:

This item has been approved by the Interim Superintendent/President, and it is recommended that the Board of Trustees ratify the agreement with Namdar Structural Engineering, Inc. for Phase II structural engineering consultation services in the amount of \$19,320.00.

Legal Review: YES NOT APPLICABLE

Reference for Agenda: YES NO

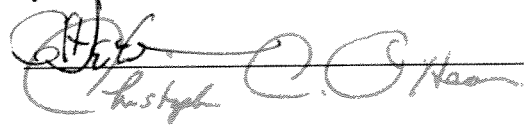
**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT - BOARD OF TRUSTEES
AGENDA ITEM**

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

TOPIC: AGREEMENTS – OFF CAMPUS LOCATIONS

SUBMITTED BY: Robert Sewell, Auxiliary Services

RECOMMENDED BY: G.H. Javaheripour: _____



APPROVED BY: Dr. Chris O'Hearn: _____

Description/Background:

The District wishes to submit for approval the agreements between the Victor Valley Community College District and the facilities listed below in order to provide classroom space for the 2010 – 2011 Academic Year.

Location	Amount
Apple Valley High School	\$0.00
Bruce McGhee's High Desert Tae Kwon Do Studio	\$0.00
Danny Rhyme's Education Center	\$0.00
Excelsior Education Center	\$0.00
Fire Department, Station 311	\$0.00
High Desert Cheer	\$50/hr/class
High Desert Villas	\$0.00
Holy Family Catholic Church	\$20.00/Class
Hook Community Center	\$0.00
Lewis Center for Educational Research	\$0.00
Lions Club Gun Range	\$6/student
Lucerne Valley High School	\$0.00
Oak Hills High School	\$0.00
Piñon Mesa Middle School	\$0.00
Running Springs Fire Department	\$0.00
Silverado High School	\$5/hr/class
Spring Valley Lake Country Club	\$700.00/semester
St. Joan of Arc Educational Center	\$0.00
Sterling Inn	\$0.00
Sultana High School	\$0.00

Need: These facilities are used to accommodate additional classes.

Fiscal Impact: Not to exceed \$20,000.00 for the 2010 – 2011 fiscal year.

Recommended Action:

These agreements have been approved by the Superintendent/President and it is recommended that the Board of Trustees ratify the agreements with the schools listed above.

Legal Review: YES ___ NOT APPLICABLE X

Reference for Agenda: YES ___ NO X


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

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

TOPIC: AGREEMENT – VECTOR RESOURCES (FIBER SWITCHES/CABLE)

SUBMITTED BY: Frank Smith, Technology & Information Resources

RECOMMENDED BY: Frank Smith 

APPROVED BY: Christopher O'Hearn 

Description/Background:

The District wishes to enter into an agreement with Vector Resources, Inc. to exchange some of the previously purchased (6) 24 port POE switches and purchase (6) 12 port fiber switches and cable.

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

Need:

After further investigation, needs for the campus changed base on the infrastructure. This required a change to the previous PO # 095749.

Fiscal Impact: \$ 3,822.98 – Budgeted Item, locally bond funded.

Recommended Action:

This item has been approved by the Superintendent/President it is recommended that the Board of Trustees ratify the agreement with Vector Resources, Inc. in the amount of \$3,822.98.

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: 2011 Board Calendar

SUBMITTED BY: Annette McComas

RECOMMENDED BY: Christopher O'Hearn

APPROVED BY: Christopher O'Hearn



Description/Background:

The Board of Trustees annually establishes a calendar of its regular meeting dates which is published and made available to the press and interested parties.

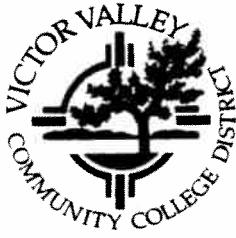
Need:

Fiscal Impact: None

Recommended Action: Approval of the proposed 2011 calendar of board meetings.

Legal Review: YES NOT APPLICABLE

Reference for Agenda: YES NO



Victor Valley Community College District Calendar of Board Meetings 2011

Second Tuesday of Each Month, 4:30 p.m.

January 2011 (no meeting)

February 8, 2011

March 8, 2011

April 12, 2011

May 10, 2011

June 14, 2011

July 12, 2011

August 9, 2011

September 13, 2011

October 11, 2011

November 8, 2011

December 13, 2011

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM

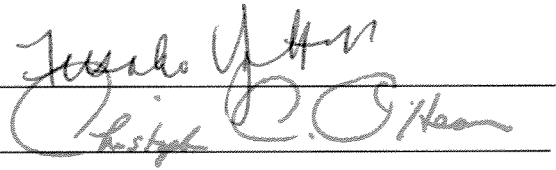
BOARD CONSENT X BOARD ACTION ___ BOARD INFORMATION (no action required) ___

TOPIC: AGREEMENT— Atkinson, Andelson, Loya, Ruud & Romo

SUBMITTED BY: Fusako Yokotobi

RECOMMENDED BY: Fusako Yokotobi

APPROVED BY: Christopher O'Hearn



Description/Background:

Atkinson, Andelson, Loya, Ruud & Romo will provide FRISK Leadership Training for management on January 19, 2011.

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

Need:

Management training for employee performance evaluation process.

Fiscal Impact:

Expenditure: \$2,568.50

Recommended Action:

It is recommended that the Board of Trustees approve the agreement with Atkinson, Andelson, Loya, Ruud & Romo for training services on .

Legal Review: YES ___ NOT APPLICABLE X___

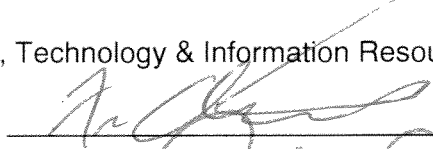
Reference for Agenda: YES ___ NO X


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

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

TOPIC: AGREEMENT – IMPEX TECHNOLOGY (QUEST LICENSES)

SUBMITTED BY: Frank Smith, Technology & Information Resources

RECOMMENDED BY: Frank Smith 

APPROVED BY: Christopher O'Hearn 

Description/Background:

The District wishes to enter into an agreement with IMPEX Technologies to purchase software to assist with the migration of the GroupWise email to Microsoft Outlook email.

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

Need:

This software is required to as part of the migration solution. It will be used in part along with the migration services from IMPEX.

Fiscal Impact: \$ 17,546.50 – Budgeted Item, locally bond funded.

Recommended Action:

This item has been approved by the Superintendent/President it is recommended that the Board of Trustees ratify this agreement with IMPEX Technologies in the amount of \$17,546.50.

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 - MOBILE MINI
SUBMITTED BY: Pat Luther, Dean, Health Sciences, Public Safety & Industrial Technology
RECOMMENDED BY: Mark J. Zacovic Mark J. Zacovic
APPROVED BY: Christopher C. O'Hearn Christopher C. O'Hearn

Description/Background:

The District desires to ratify an agreement with Mobile Mini, for the rental of a Model 40K2 40' Tunnel Storage Container to store donated fire equipment. The period of this agreement is November 24, 2010 through November 24, 2011.

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

Need:
Use for storing Fire Division's donated equipment..

Fiscal Impact:
Budgeted, not to exceed \$2000.00.

Recommended Action:
It is recommended by the Superintendent/President that the Board of Trustees ratify the agreement with Mobile Mini, for the rental of a storage container, to store donated Fire Division's equipment. The period of this agreement is November 24, 2010 through November 24, 2011.

Legal Review: YES NOT APPLICABLE

Reference for Agenda: YES NO

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

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

TOPIC: OUT OF COUNTRY TRAVEL - ASIA

SUBMITTED BY: Lori Kildal, Dean, STEM

RECOMMENDED BY: Mark J. Zacovic Mark J. Zacovic

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

Description/Background:

The District desires to approve out of country travel to East Timor in Asia. The travel is required of students who are registered in Biology 98, "International Natural History" from January 15, 2011, through February 7, 2011. Students will be accompanied by Associate Professor of Biology, Dr. Hinrich Kaiser and Robert Sewell, ASB Advisor.

Students:

- | | |
|-----------------|--------------|
| Joanna Flores | Scott Heacox |
| Paul Landry | Kyle Olsen |
| Caitlin Sanchez | David Taylor |

Need:

Compliance with Board Policy 4300

Fiscal Impact:

\$3,595.00 – Grant funded.

Recommended Action:

It is recommended by the Superintendent/President that Board of Trustees approve out of country travel to East Timor in Asia. The travel is required of students who are registered in Biology 98 "International Natural History" during the 2011 winter session from January 15, 2011, through February 7, 2011. Students will be accompanied by Associate Professor of Biology, Dr. Hinrich Kaiser and Robert Sewell, ASB Advisor.

Legal Review: YES ___ NOT APPLICABLE X

Reference for Agenda: YES ___ NO X


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

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

TOPIC: APPROVAL OF RESOLUTION 10-14 –DECLARING BOARD VACANCY

SUBMITTED BY: Dennis Henderson, President, Board of Trustees

RECOMMENDED BY: Christopher O'Hearn

APPROVED BY: Christopher O'Hearn 

Description/Background:

A vacancy on the Board of Trustees of Victor Valley Community College District occurred when the District was notified of the resignation of Ms. Angela Valles, Board President. The vacancy must be filled within 60 days of such notification.

Need: The Board of Trustees of Victor Valley Community College District constitutes a 5 member board. The vacancy must be filled within 60 days of notification.

Fiscal Impact: None

Recommended Action:

It is recommended that the Board approve Resolution No. 10-14 declaring a vacancy on the Board of Trustees at Victor Valley Community College District.

Legal Review: YES X NOT APPLICABLE ___

Reference for Agenda: YES X NO ___

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT

RESOLUTION NO. 10-14

RESOLUTION DECLARING A VACANCY ON THE BOARD OF TRUSTEES AT VICTOR VALLEY COMMUNITY COLLEGE DISTRICT

WHEREAS, Board Policy #2110 states that vacancies on the Board may be caused by any of the events specified in the Government Code Section 1770 or any applicable provision in the Elections Code, or by a failure to reelect.

WHEREAS, Ms. Angela Valles resigned effective December 14, 2010.

NOW, THEREFORE, be it resolved that the Victor Valley Community College District hereby declares a vacancy on the Board of Trustees.

Be it further resolved that the Superintendent/President is hereby directed to enact the process developed by the Board President, Legal Council and the Superintendent/President to fill the vacancy and to create a provisional appointment.

IN WITNESS WHEREOF, the Victor Valley Community College District has caused this resolution to be executed on behalf of the District and in an official capacity by the signature of the President of the Board of trustees, and to be countersigned by the signature of the Clerk to the Board of Trustees, all as of the date stated above.

VICTOR VALLEY COMMUNITY COLLEGE
DISTRICT

By: _____
President, Board of Trustees

COUNTERSIGNED:

Clerk to the Board of Trustees


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

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

TOPIC: PROPOSED PROCESS TO APPOINT A NEW BOARD MEMBER TO FILL VACANCY

SUBMITTED BY: Dennis Henderson, President, Board of Trustees

RECOMMENDED BY: Christopher O'Hearn

APPROVED BY: Christopher O'Hearn 

Description/Background:

A vacancy on the Board of Trustees of Victor Valley Community College District occurred when the District was notified of the resignation of Ms. Angela Valles, Board President. The vacancy must be filled within 60 days of such notification.

Need:

The current Board of Trustees must agree to a process, timeline, application materials, and criteria for selection of a replacement to serve out the remaining term of office. This process must be agreed to by a majority of Board members.

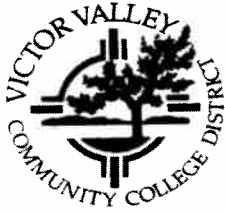
Fiscal Impact: \$1,000.00

Recommended Action:

It is recommended that the Board approve the attached process, timeline, application materials, and criteria

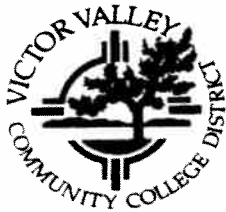
Legal Review: YES X NOT APPLICABLE ___

Reference for Agenda: YES X NO ___



VICTOR VALLEY COMMUNITY COLLEGE DISTRICT TRUSTEE APPOINTMENT TIMELINE 2010-2011

Date	Task
December 7, 2010	Trustee Valles Vacates Position
December 8, 2010	Notice sent to San Bernardino and Los Angeles Superintendent/President sends internal district message of Trustee vacancy and notice sent to County Superintendent of Schools
December 14 Regular Board Meeting	<ul style="list-style-type: none"> • Trustees announce the open position • Approval of Resolution – Declaring Board Vacancy • Approve process, timeline, application materials and criteria. • Board directs Superintendent/President to commence administrative process for provisional appointment • Open the appointment application process
December 15, 2010	<ul style="list-style-type: none"> • Media press release of Trustee's open position and notice of the approved process. • Encourage applicants to call the Superintendent/President's office for application materials. • Vacancy notices posted internally and externally
December 15, 2010 – January 7, 2011	<ul style="list-style-type: none"> • Application materials sent to interested parties who contact the Superintendent/President's Office
January 1 – 14, 2011	Superintendent/President orientation meeting for interested candidates with college information
January 21, 2011	Applications due in the Superintendent/President's office by 3 p.m. Review of applications
January 25, 2011 Special Board Meeting	Special Board meeting to interview candidates Majority of the Board agrees upon a single candidate Board announces appointment and replacement Trustee sworn into office
January 26, 2011	Notice must be sent to County Superintendent of Schools, San Bernardino and Los Angeles County Registrar of Trustee appointment and at least 3 media general circulation



Victor Valley Community College District Application Form

Name _____

Home Address _____

City, State, Zip _____

Phone: Home _____ Business _____

E-mail address _____

Occupation _____

Company _____

Business Address _____

City, State, Zip _____

Please complete the following or attach a current resume.

Education (List degrees or highest year completed and the college or school.)

Employment History (last 10 years)

Public and Community Service

Have you ever been convicted of a felony? Yes No

If yes, please provide explanation:

Have you ever been convicted of a misdemeanor? Yes No

If yes, please provide explanation:

Note: A conviction will not necessarily disqualify an applicant from consideration

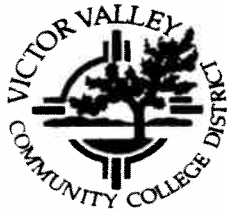
(Check if applicable) I am related to a current employee of the district. If yes, name of employee and your relationship _____

I understand that I may not be an employee of the district and serve as a member of the board.

I certify that I meet all eligibility requirements. (Note: To be eligible, an individual must be at least 18 years old; must be a resident of the district; must be a registered voter, and must not be disqualified from holding civil office by the Constitution or any law of the state.)

Signature: _____

Date: _____



Victor Valley Community College District Written Application Questions

Please state why you are seeking appointment to the Victor Valley Community College District Board of Trustees.

What skills, abilities, and experiences would you bring to the work of the board of trustees?

Describe your background and community involvement that would contribute to the work of the board.

Selection Criteria

Criteria

The board determines the criteria used to select the appointee. A board ad hoc committee may be used to develop and propose criteria to the entire board, or the discussion may take place in the board as a whole.

The selection criteria may be used to help trustees review applications to choose their top candidates, select a number of finalists to be interviewed, and decide who to appoint.

Possible criteria are:

- Interest in and commitment to service to the community;
- Interest in and commitment to student learning;
- Knowledge about and commitment to the role and mission of community colleges in the communities they serve and in the context of all higher education;
- Knowledge and understand appropriate policy level decision making;
- Willingness and ability to represent those who live in the service area; mindful of the perspectives of diverse constituencies;
- Willingness to advocate the district and its interests to the community and state;
- Knowledge and background related to the issues considered by the board (e.g. community needs, funding, education, district operations); Commitment to expanding facility needs of the District.
- Ability to work as a member of a public governing board; understands that the board, not the individual trustees, has authority;
- Ability to articulately express perspectives and respect the perspectives of others;
- Willingness to work cooperatively with others and in partnership with the CEO;
- Time and energy necessary to fulfill the responsibilities of being a trustee;
- Willingness and time to engage in ongoing professional development;
- Commitment to fulfill the ethical and legal responsibilities of trusteeship, unencumbered by private agendas; and/or
- Qualities, background, and stature that will enhance the standing of the district in the community.

APPOINTMENT CONDITIONS

The conditions for appointing a person to fill a vacancy are contained in Education Code 5091-5095.

Persons applying or nominated for the position must meet the legal qualifications for members of the board stated in the Constitution and other laws. They must be residents of the district (Ed Code 72022).

The person appointed to the position shall hold office only until the next regularly scheduled election for district governing board members.

A provisional appointment confers all powers and duties of a governing board member upon the appointee immediately following his or her appointment.

SUMMARY OF PROPOSED PROCESS


1. Board of Trustees make announcement of vacancy; approve process for selection, application materials, criteria and timelines. **(Board)**
2. Board charges Superintendent/President to commence Administrative Procedure to accomplish provisional appointment. **(Board)**
3. Media and internet announcement **(Superintendent/President)**
4. Candidates Workshop **(Superintendent/President)**
5. Receive and review applications **(Superintendent/President)**
6. Select final candidates **(Board)**
7. Conduct public interviews **(Board)**
8. Provisional appointment by majority vote **(Board)**
9. Swear in **(Board)**
10. Public Notice **(Superintendent/President)**


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

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

TOPIC: AGREEMENT – IMPEX TECHNOLOGIES, INC

SUBMITTED BY: Frank Smith, Technology & Information Resources

RECOMMENDED BY: Frank Smith 

APPROVED BY: Christopher O'Hearn 

Description/Background:

The District wishes to enter into an agreement with IMPEX Technologies, Inc. for implementation of Novell to Microsoft migration. IMPEX will convert existing Novell infrastructure to Microsoft infrastructure.

Need:

Due to the changes in technology within the industry, the systems infrastructure the campus currently uses (Novell) is no longer considered to be the best solution for the needs of the campus. This requires a migration from Novell to Microsoft in order to provide the campus with Best in Class applications and support for long term operational and instructional requirements.

Fiscal Impact: Not to exceed \$314,994.00 – Budgeted Item, locally bond funded (WSCA #B27161).

Recommended Action:

It is recommended Board of Trustees approve the agreement between Victor Valley College and IMPEX Technology in the total amount of \$314,994.00.

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

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



EMC Contract Ref # _____

Professional Services Agreement

This Professional Services Agreement ("PSA") is effective as of _____, 20__ (the "Effective Date") between:

EMC Corporation ("EMC")
176 South Street
Hopkinton, MA 01748
Fax for legal notices: 508.497.6994
Email for legal notices: legalnotices@emc.com

and Victor Valley ("Customer")
Address: _____
Fax for legal notices: _____
Email for legal notices: _____

This PSA sets forth the general terms and conditions under which EMC and Customer may periodically engage EMC to provide certain professional, educational, operational and technical services ("Services") on a project basis pursuant to a Statement of Work that will be entered into between EMC and Customer ("SOW") for each engagement.

GENERAL TERMS AND CONDITIONS

1. SERVICES.

EMC shall provide the Services described in an SOW that details the relationship of the parties with regard to a specific project. Each SOW shall (i) be signed by the parties; (ii) incorporate by reference this PSA; and (iii) state the pertinent business parameters, including, but not limited to, pricing, payment, expense reimbursement, and a detailed description of the Services to be provided. Such business parameters shall control as to the engagement described in an SOW, but additional or conflicting legal terms may only be added by express amendment to this PSA signed by authorized representatives of the parties, even if they are to apply only to one SOW.

2. TERM AND TERMINATION.

A. Term; Survival. The term of this PSA commences on its Effective Date and shall remain in effect unless terminated as provided below. Upon any termination of this PSA, Sections 2, 3(B), 4, 5, 6(B), and 8 through 12 hereof shall survive in accordance with their terms. Termination of this PSA or any SOW shall not limit either party from pursuing other remedies available to it, including injunctive relief, nor shall such termination relieve Customer of its obligation to pay all fees and expenses for all Services performed, including any deliverables associated with such Services, as of the date of termination.

B. Termination for Convenience. Either party may terminate this PSA for convenience by providing the other with written notice, which termination shall become effective upon the later of (1) fourteen days after receipt of such notice by such other party or (2) completion and payment for the Services set forth in any SOW(s) effective on the date of receipt of such notice. In addition, Customer may terminate any SOW hereunder fourteen days after EMC's receipt of Customer's written notice and

Customer shall pay EMC for the value of all work performed through the date of termination.

C. Termination for Breach. Either party may notify the other in writing in case of the other's alleged breach of a material provision of this PSA and/or an applicable SOW. The recipient shall have thirty (30) days from the date of receipt of such notice to effect a cure. If the recipient of the notice fails to effect a cure within such period, then the sender of the notice shall have the option of sending a written notice of termination of the applicable SOW(s), or the PSA if the breach affects multiple SOWs, which notice shall take effect upon receipt.

3. PROPRIETARY RIGHTS.

A. Ownership. Customer shall own all copyright rights in written reports, analyses and other working papers delivered by EMC to Customer in the course of performing Services, as well as Customer's derivative works thereof, subject to Customer's payment in full under such SOW and subject to EMC's rights in the underlying intellectual property embodied therein or used by EMC to perform the Services.

B. License Grant. Subject to the terms and conditions of this PSA, EMC grants Customer the worldwide, non-exclusive, non-transferable, non-sublicenseable, perpetual, irrevocable (except as set forth in Section 2(C)) right to use, copy, and create derivatives of any materials provided by EMC in the course of performing Services solely for Customer's internal business operations as contemplated by the applicable SOW. The foregoing license excludes EMC's generally available products which are licensed via separate ordering agreement or pre-released products Customer may have received from EMC under a separate testing agreement.

C. Reservation of Rights. EMC reserves all rights not expressly granted to Customer in this PSA. Except as

expressly stated, nothing herein shall be construed to (1) directly or indirectly grant to a receiving party any title to or ownership of a providing party's intellectual property rights in services or materials furnished by such providing party hereunder, or (2) preclude such providing party from developing, marketing, using, licensing, modifying or otherwise freely exploiting services or materials that are similar to or related to the Services or materials provided hereunder. Notwithstanding anything to the contrary herein, Customer acknowledges that EMC has the right to use any Customer provided materials solely for the benefit of Customer in connection with the Services performed hereunder for Customer.

4. CONFIDENTIALITY.

A. Confidential Information. "Confidential Information" means the terms of this PSA (including the terms of each SOW) and all confidential and proprietary information of EMC or Customer, including without limitation all business plans, product plans, financial information, software, designs, formulas, methods, know how, processes, materials provided to Customer in the course of performing Services under this PSA, and technical, business and financial data of any nature whatsoever (including, without limitation, any marketing, pricing and other information regarding the Services), provided that such information is marked or designated in writing as "confidential," "proprietary," or any other similar term or designation. Confidential Information does not include information that is (i) rightfully in the receiving party's possession without obligation of confidentiality prior to receipt from the disclosing party; (ii) a matter of public knowledge through no fault of the receiving party; (iii) rightfully furnished to the receiving party by a third party without restriction on disclosure or use; or (iv) independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information. Each party shall (i) use Confidential Information of the other party only for the purposes of exercising rights or performing obligations in connection with this PSA or any SOW hereunder, and (ii) use at least reasonable care to protect from disclosure to any third parties any Confidential Information disclosed by the other party for a period from the date hereof until three (3) years following the later of (i) the termination date of this PSA or (ii) the last date of the completion or other termination of Services under each SOW entered into hereunder, provided, however, that Confidential Information that constitutes, contains or reveals, in whole or in part, EMC proprietary rights shall not be disclosed by the receiving party at any time. Notwithstanding the foregoing, a receiving party may disclose Confidential Information pursuant to a valid order of a court or authorized government agency provided that the receiving party has given the disclosing party prompt notice so that the disclosing party will have an opportunity to defend, limit or protect against such disclosure.

B. Publicity. Each party shall not, and shall not authorize or assist another to, originate, produce, issue or release any written publicity, news release, marketing collateral or other publication or public announcement, relating in any way to this PSA or any SOW entered into hereunder,

without the prior written approval of the other, which approval shall not be unreasonably withheld; provided, however, that EMC may identify Customer for reference purposes.

5. PAYMENT TERMS.

A. Invoicing and Payment. EMC shall submit invoices for fees and reimbursable costs and expenses and Customer shall pay each invoice in the manner specified in the applicable SOW. Customer will also pay all related taxes and withholdings, except for those based on EMC's net income. If Customer is required to withhold taxes, then Customer will forward any withholding receipts to EMC at tax@emc.com. Subject to EMC's credit approval, all amounts are due in the currency stated on the invoice and in full 30 days after the date of EMC's invoice, with interest accruing thereafter at the lesser of 1.5% per month or the highest lawful rate.

6. WARRANTY.

A. Warranty. EMC shall perform Services in a workmanlike manner in accordance with generally accepted industry standards. Customer must notify EMC of any failure to so perform within ten (10) days after the date on which such failure first occurs. EMC's entire liability, and Customer's sole remedy, for EMC's failure to so perform shall be for EMC to, at its option, (i) use reasonable efforts to correct such failure, and/or (ii) terminate the applicable SOW and refund that portion of any fees received that correspond to such failure to perform.

B. Disclaimer and Exclusions. Except as expressly stated in Section 6(A) above, EMC (including its suppliers, subcontractors, employees and agents) provides Services "AS IS" and makes no other express or implied warranties, written or oral, and ALL OTHER WARRANTIES ARE SPECIFICALLY EXCLUDED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ANY WARRANTY ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING OR PERFORMANCE, OR USAGE OF TRADE.

7. IP INDEMNITY. EMC shall (i) defend Customer against any third party claim that the Services and the related materials provided by EMC to Customer infringe a patent, or a copyright enforceable in a country that is a signatory to the Berne Convention, and (ii) pay the resulting costs and damages finally awarded against Customer by a court of competent jurisdiction or the amounts stated in a written settlement signed by EMC. Customer shall (i) defend EMC against any third party claim that the materials provided by Customer or its agents for use by EMC infringe a patent, or a copyright enforceable in a country that is a signatory to the Berne Convention, and (ii) pay the resulting costs and damages finally awarded against EMC by a court of competent jurisdiction or the amounts stated in a written settlement signed by Customer. The foregoing obligations are subject to the following: the indemnitee (a) notifies the indemnitor promptly in writing of such claim, (b) grants the indemnitor sole control over the defense and settlement

thereof, (c) reasonably cooperates in response to an indemnitor request for assistance, and (d) is not in material breach of this PSA. Should such a claim be made, or in the indemnitor's opinion be likely to be made, the indemnitor may, at its option and expense, (1) procure for the indemnitee the right to make continued use thereof, (2) replace or modify such so that it becomes non-infringing, (3) request return of the subject material, or (4) discontinue the Service and refund the portion of any pre-paid Service fee that corresponds to the period of Service discontinuation. The indemnitor shall have no liability under this Section 7 to the extent that the alleged infringement arises out of or relates to: (A) the use or combination of the subject Services and/or materials with third party products or services, (B) use for a purpose or in a manner for which the subject Services and/or materials were not designed, (C) any modification to the subject Services and/or materials made by anyone other than the indemnitor or its authorized representatives, (D) any modifications to the subject Services and/or materials made by the indemnitor pursuant to the indemnitee's specific instructions, or (E) any technology owned or licensed by the indemnitee from third parties. THIS SECTION STATES THE INDEMNITEE'S SOLE AND EXCLUSIVE REMEDY AND THE INDEMNITOR'S ENTIRE LIABILITY FOR THIRD PARTY INFRINGEMENT CLAIMS.

8. LIMITATION OF LIABILITY.

A. Limitation on Direct Damages. EXCEPT AS OTHERWISE PROVIDED IN SECTION 7 ABOVE, EMC'S TOTAL LIABILITY (INCLUDING THE LIABILITY OF ANY SUPPLIER, SUBCONTRACTOR, EMPLOYEE OR AGENT OF EMC), AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR ANY CLAIM OF ANY TYPE WHATSOEVER ARISING OUT OF OR IN CONNECTION WITH ANY SERVICES PROVIDED HEREUNDER, SHALL BE LIMITED TO PROVEN DIRECT DAMAGES CAUSED BY EMC'S SOLE NEGLIGENCE IN AN AMOUNT NOT TO EXCEED (i) US\$1,000,000, FOR DAMAGE TO REAL OR TANGIBLE PERSONAL PROPERTY; AND (ii) THE PRICE PAID BY CUSTOMER TO EMC FOR THE SPECIFIC SERVICE FROM WHICH SUCH CLAIM ARISES, FOR DAMAGE OF ANY TYPE NOT IDENTIFIED IN (i) ABOVE BUT NOT OTHERWISE EXCLUDED HEREUNDER.

B. No Indirect Damages. EXCEPT WITH RESPECT TO CLAIMS REGARDING VIOLATION OF EMC PROPRIETARY RIGHTS (INCLUDING ANY LICENSE GRANTED THEREUNDER) OR CLAIMS FOR INDEMNITY ARISING UNDER SECTION 7 (IP INDEMNITY), NEITHER CUSTOMER NOR EMC (INCLUDING EMC'S SUPPLIERS, SUBCONTRACTORS, EMPLOYEES AND AGENTS) SHALL (i) HAVE LIABILITY TO THE OTHER FOR ANY SPECIAL, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, OR INDIRECT DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, REVENUES, DATA AND/OR USE), EVEN IF ADVISED OF THE POSSIBILITY THEREOF; AND (ii) BRING ANY CLAIM BASED ON ANY SERVICE

PROVIDED HEREUNDER MORE THAN EIGHTEEN (18) MONTHS AFTER THE CAUSE OF ACTION ACCRUES.

9. GOVERNMENT REGULATIONS. The Services and any technology delivered in connection therewith pursuant to this PSA and/or any SOW entered into hereunder may be subject to governmental restrictions on exports from the U.S.; restrictions on exports from other countries in which such Services and technology may be provided or located; disclosures of technology to foreign persons; exports from abroad of derivative products thereof; and the importation and/or use of such technology included therein outside of the United States (collectively, "**Export Laws**"). Diversion contrary to U.S. law is expressly prohibited. Customer shall, at its sole expense, comply with all Export Laws and EMC export policies made available to Customer by EMC. Customer represents that it is not a Restricted Person, which shall be deemed to include any person or entity: (1) located in or a national of Cuba, Iran, Libya, North Korea, Sudan, Syria, or any other countries that may, from time to time, become subject to U.S. export controls for anti-terrorism reasons or with which U.S. persons are generally prohibited from engaging in financial transactions; or (2) on any restricted person or entity list maintained by any U.S. governmental agency. Certain information, Services or technology may be subject to the International Traffic in Arms Regulations. This information, Services or technology shall only be exported, transferred or released to foreign nationals inside or outside the United States in compliance with such regulations.

10. NOTICES. Any notices permitted or required under this PSA and/or any SOW entered into hereunder shall be in writing, and shall be deemed given when delivered (i) in person; (ii) by overnight courier, upon written confirmation of receipt; (iii) by certified or registered mail, with proof of delivery; (iv) by facsimile transmission with confirmation of receipt; or (v) by email, with confirmation of receipt. Notices shall be sent to the address, facsimile number or email address set forth above, or at such other address, facsimile number or email address as provided to the other party in writing.

11. INDEPENDENT CONTRACTORS. The parties shall act as independent contractors for all purposes under this PSA. Nothing contained herein shall be deemed to constitute either party as an agent or representative of the other party, or both parties as joint venturers or partners for any purpose. Neither party shall be responsible for the acts or omissions of the other party, and neither party will have authority to speak for, represent or obligate the other party in any way without the prior written approval of the other party.

12. MISCELLANEOUS. This PSA and any SOW(s) entered into hereunder (i) shall constitute the complete statement of the agreement of the parties with regard to the subject matter hereof and (ii) may be modified only by a writing signed by authorized representatives of both parties. Except for the payment of fees, neither party shall be liable under this PSA or any SOW because of a failure or delay in performing its obligations hereunder on account of any force majeure event, such as strikes, riots,

insurrection, terrorism, fires, natural disasters, acts of God, war, governmental action, or any other cause which is beyond the reasonable control of such party. EMC shall not be liable under this PSA or any SOW because of failure or delay in performing its obligations hereunder on account of Customer's failure to provide timely access to facilities, space, power, documentation, networks, files, software, and Customer personnel that are reasonably necessary for EMC to perform its obligations. Neither party may assign this PSA to a separate legal entity, without the other party's written consent. Neither party shall unreasonably withhold or delay such consent; provided, however, that such written consent shall not be required if (i) either party assigns this PSA to a separate entity in connection with a merger, acquisition, or sale of all or substantially all of its assets with or to such other separate

entity, unless the surviving entity of the merger, acquisition, or sale of assets is a direct competitor of the other party. Nothing herein shall limit EMC's right to assign its right to receive and collect payments hereunder. This PSA (including any SOW entered into hereunder) is governed by the laws of the Commonwealth of Massachusetts, excluding its conflict of law rules. All terms of any purchase order or similar document provided by Customer, including but not limited to any pre-printed terms thereon and any terms that are inconsistent, add to, or conflict with this PSA and/or an SOW, shall be null and void and of no legal force or effect. No waiver shall be deemed a waiver of any prior or subsequent default hereunder. If any part of this PSA and/or any SOW entered into hereunder is held unenforceable, the validity of the remaining provisions shall not be affected.

IN WITNESS WHEREOF, the parties hereto have caused this PSA to be executed by their duly authorized representatives as of the Effective Date.

EMC CORPORATION

By (Sign): Kim Johnson
 Name (Print): Kimberly Johnson
 Title: CSD
 Date: 10/26/10

CUSTOMER

By (Sign): _____
 Name (Print): _____
 Title: _____
 Date: _____

Acceptance

IN WITNESS WHEREOF, the parties have caused this Resource Plan to be signed on the respective dates indicated below. This Resource Plan is effective as of the date of the last signature below.

Acceptance of Novell to Microsoft Migration Implementation -- Appendix D -- Resource Plan

For EMC Corporation	
Signature	<i>Kim Johnson</i>
Printed Name	KIM JOHNSON
Title	CSD
Date	11/12/10

For Victor Valley College	
Signature	
Printed Name	
Title	
Date	


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

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

TOPIC: AGREEMENT – DATALINK NETWORKS

SUBMITTED BY: Frank Smith, Technology & Information Resources

RECOMMENDED BY: Frank Smith 

APPROVED BY: Christopher O'Hearn 

Description/Background:

The District wishes to enter into an agreement with Datalink Networks to provide training related to the migration of campus systems from Novell to Microsoft.

Need:

Due to the migration of the campus systems from Novell to Microsoft, training will be required for technical staff and end users in the use of the new systems and applications. This will include specific training for technical staff, as well as training for end users in the use of Microsoft Outlook. Training will be a combination in class and self paced education.

Fiscal Impact: \$ 59,865.30 – Fund 71.

Recommended Action:

This item has been approved by the Superintendent/President it is recommended that the Board of Trustees ratify the agreement with Datalink Networks in the amount of \$59,865.30.

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

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

28110 AVENUE STANFORD
 UNIT A
 SANTA CLARITA, CA 91355
 (661)294-8822 VOICE
 (661)294-8828 FAX



www.datalinknetworks.net

Microsoft Training Proposal

BILL TO COMPANY: ADDRESS 1: ADDRESS 2: CITY, STATE, ZIP	Victor Valley Community College 18422 Bear Valley Rd Victorville, Ca 92395	DATE:	November 1, 2010
CONTACT 1: PHONE: FAX: EMAIL:	smithf@vvc.edu 760-245-4271 smithf@vvc.edu	QUOTATION#:	VVCC_11012010 Microsoft Training Proposal
SHIP TO: ADDRESS 1 ADDRESS 2 CITY, STATE, ZIP		PURCHASE ORDER	TBD
		TERMS*: (INITIAL <i>JW</i>)	NET 30 DAYS
		VALID UNTIL:	Thirty days from Proposal Date
		REPRESENTATIVE:	Dan Martens

Microsoft Training

Part Number	Description	Qty	Unit Cost	Extension
M/S Outlook 2007 Level One - Onsite	Microsoft Outlook - Level One Onsite Instructor Led Training for up to 24 students in each of two sections	2	\$2,296.65	\$4,593.30
Technical Training Coupons	Microsoft Training for Technical Staff "Online Live" Training modality (browser based) or "Connected Classroom Learning" Training modality (Polycom based)	147	\$376.00	\$55,272.00
Suggested Curriculum:	<p>SQL Server 2008 R2 = 3 Advanced students, plus 3 Intermediate students 2778 Writing Queries Using Microsoft SQL Server 2008 Transact-SQL: 3 Days 6232 Implementing a Microsoft SQL Server 2008 Database: 5 Days 6231 Maintaining a Microsoft SQL Server 2008 Database: 5 Days SQL Business Intelligence Pro Course: 3 Days (SQL class covers Business Intelligence functionality of SQL)</p> <p>System Center Configuration Manager 2007 R2 = 3 Advanced students 6451 Planning, Deploying and Managing Microsoft System Center Configuration Manager 2007: 5 Days</p> <p>System Center Operations Manager 2007 R2 = 3 Advanced students 50028 Managing System Center operations Manager 2007: 5 Days</p> <p>Exchange 2010 = 3 Advanced students 10135 Configuring, Managing and Troubleshooting Microsoft Exchange Server 2010: 5 Days</p> <p>Windows Server 2008 R2 = 3 Advanced students 6419 Configuring, Managing, and Maintaining Windows Server 2008 Servers: 5 Days 6421 Configuring and Troubleshooting a Windows Server 2008 Network Infrastructure: 5 Days 6425 Configuring Windows Server 2008 Active Directory Domain Services: 5 Days</p>			
	<p>Technical Training Coupons must be used within one year of purchase. Onsite classes at Victor Valley College will accommodate up to 24 students. Victor Valley will supply computers and internet connection for onsite classes. Technical class delivery will include "Connected Classroom" or "Online Classroom" with New Horizons.</p>			

TOTAL TRAINING COSTS

\$59,865.30

PROJECT RECAP

TOTAL TRAINING COSTS		\$59,865.30
TOTAL PROJECT COSTS	<i>(INITIAL <u>JK</u>)</i>	\$59,865.30

TERMS: INITIALING SIGNIFIES ACCEPTANCE OF THE STATED TERMS OF THIS AGREEMENT INCLUDING THE STATED TERMS OF PAYMENT. FAILURE TO REMIT PAYMENT WITHIN THE STATED TERMS WILL RESULT IN THE FORFEITURE OF ANY ALLOWED DISCOUNTS. LATE PAYMENTS WILL RESULT IN PENALTIES AS ALLOWED BY LAW.

[Handwritten Signature]

11-8-10

Customer Acceptance

Date

Customer acceptance acknowledges that this agreement supersedes any and all other agreements, unless they are mutually acceptable, in written form, and signed by both parties.

Daniel R. Martens

11-4-10

Datalink Networks - Authorized Proposal

Date


VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM

BOARD CONSENT BOARD ACTION BOARD INFORMATION (no action required)

TOPIC: AGREEMENT – DATATEL, INC.

SUBMITTED BY: Frank Smith, Technology & Information Resources

RECOMMENDED BY: Frank Smith 

APPROVED BY: Christopher O'Hearn 

Description/Background:

The District wishes to enter into an agreement with Datatel, Inc. for applications, training, and consulting for Datatel Enterprise Resource Planning (ERP) System, in order to bring the campus systems and processes closer up to date with standards. This is phase one of a multipart project to utilize and enhance the overall capabilities of the current Datatel (ERP) System.

Need:

Funding for Datatel ERP systems, process, and training have been inadequate over the past ten years. To meet the needs of the staff and students this request will enhance the stability and support provided to the overall campus and most of all the students.

Fiscal Impact: \$ 686,860.00 – Budgeted Item.

Recommended Action:

It is recommended Board of Trustees approve the agreement between Victor Valley College and Datatel, Inc. in the total amount of \$686,860.00.

Legal Review: YES NOT APPLICABLE

Reference for Agenda: YES NO



**ATTACHMENT C-120110-V09
EXTENDED SERVICES**

Victor Valley College and DATATEL, INC. ("Datatel") agree on this _____ day of _____, 2010, that subject to the Datatel General Terms and Conditions Agreement separately signed and expressly incorporated by reference herein, Datatel will provide services (the "Services") to Victor Valley College and Victor Valley College will purchase stated Services during a period of thirty-six (36) consecutive months (the "Term") with a start date mutually agreed upon by Victor Valley College and Datatel, to begin no later than July 1, 2011.

Summary of Proposed Estimated Professional Services				
Service Description	Consulting Hours	Bundled Services	Estimated Retail Fee	Estimated 16% Discounted Fee ⁽²⁾
STRATEGIC SERVICE PACKAGES:				
Datatel Reporting & Operating Analytics (See Exhibit I-A)	292	\$4,170	\$77,170	\$65,490
CORE SYSTEM:				
Datatel Recruitment/Admissions Usage Audit (see Exhibit I-B)	32		\$8,000	\$6,720
STUDENT SYSTEM:				
Datatel Academic Records/Registration/Curriculum Management Usage Audit (see Exhibit I-B)	32		\$8,000	\$6,720
Datatel Financial Aid Usage Audit (see Exhibit I-B)	32		\$8,000	\$6,720
Institution Specific Consulting for Student	320		\$80,000	\$67,200
Technical and Application Training	388.5		\$97,125	\$81,585
CollegeNet Resource25/Schedule 25 Training	8		\$2,000	\$1,680
FINANCE SYSTEM:				
Datatel Accounts Receivable/Cash Receipts Usage Audit (see Exhibit I-B)	32		\$8,000	\$6,720
MISCELLANEOUS:				
On-Site Project Management Package - 6-month Project (see Exhibit I-C) ⁽¹⁾		\$120,000	\$120,000	\$120,000
Usage Audit: Technical Services	32		\$8,000	\$6,720
On-Site Project Management Package - 6-month Project ⁽²⁾		\$72,000	\$72,000	\$72,000
Total All Estimated Professional Services ⁽³⁾	1168.5	\$196,170	\$488,295	\$441,555

⁽¹⁾ Invoiced monthly, as fixed-price service beginning on a mutually agreed upon date with Victor Valley College and Datatel, to begin no later than July 1, 2011.

⁽²⁾ This is a 6 month program (40 hours per week) to be delivered 2 full, mutually agreed upon, weeks per month, for the subsequent 6 months.

⁽³⁾ By committing to complete the priorities identified in this contract within the contract term of thirty-six (36) months, the client will receive a 16% discount on classroom and hourly rates and a 7% discount on custom/data migration hourly rates contained in this contract. If the client does not use at least 75% of the total value of this contract by the end of the contract term, then the client will be invoiced for the discount(s) already given on any services resulting from this contract.

Victor Valley College
December 1, 2010
Tom O'Rourke/Peggy Schneider

Initials: KMB
Datatel

Customer

Unless noted differently in this contract, pricing is valid until December 30, 2010

No: V09:110110:D3

Email signed contract to: clientsalesorders@datatel.com or Fax signed contract to: 703-968-4564

Basic Assumptions

- Standard Professional Services policies apply. These can be found at <http://clients.datatel.com/education/education/policies.cfm>.
- Victor Valley College's project leader will lead this project at the institution site and will be the main point of contact for Datatel throughout the implementation.
- The Datatel Project Manager will serve as Victor Valley College's primary point of contact at Datatel.
- Datatel's proposed level of effort for this project is based on the information provided thus far. If items found through the Discovery phase vary, any changes or additions to the scope of the mutually agreed upon services will be managed through the Datatel Project Manager and Victor Valley College's contact.
- Victor Valley College has appropriate technology and application staff to complete the project.
- All work associated with this project will be developed for latest Colleague and Envision Releases.
- The delivery method of each service is assumed to be remote unless explicitly stated as onsite. If Victor Valley College wishes to have additional services performed onsite, they will be responsible for all costs associated to travel as well as additional services fees.

Basic Client Responsibilities

- Victor Valley College will provide Datatel consultants with access to appropriate software and functionality in compliance with the institution's security and access policies.
- Victor Valley College is required to provide Datatel access to their servers via a Virtual Private Network (VPN) connection that is supplied by Cisco.
- Victor Valley College will identify and provide access to the appropriate staff members to work with the service provider throughout the implementation process.
- Victor Valley College staff will attend training/workshops/consulting engagements when scheduled. Recommended attendees (by function/role) will be defined prior to all training dates.
- Victor Valley College staff will have completed preparation activities prior to all training/workshops/consulting engagements.
- Victor Valley College will identify and provide actual person/student/faculty/staff records to be used for testing.
- Victor Valley College IT staff will create security classes based on information and guidance provided by the Datatel consultant.
- Victor Valley College must have all necessary hardware onsite and operational.
- Victor Valley College must have required software installed, other than software to be installed by Datatel, as specifically scoped herein.
- Victor Valley College will ensure that the software release on their system is up-to-date and all patches released by Datatel have been loaded into the Live and Test environments as specified for Datatel Portal installation and operation.
- Victor Valley College will document processes, decisions and end user training materials.
- Victor Valley College will notify Datatel of any firewall/connection issues that could cause a delay in the delivery of the service.
- Victor Valley College will test all delivered functionality/configurations/set-up in a mutually agreed upon timeline.

Victor Valley College

December 1, 2010

Tom O'Rourke/Peggy Schneider

Unless noted differently in this contract, pricing is valid until December 30, 2010

Email signed contract to: clientsalesorders@datatel.com or Fax signed contract to: 703-968-4564

Page 4 of 11

Initials:

KMB

Datatel

Customer

No: V09:110110:D4



ATTACHMENT D-120110-V09
ENHANCEMENT AND SUPPORT SERVICES

Victor Valley College and DATATEL, INC. ("Datatel") agree on this _____ day of _____, 2010, that subject to the Datatel General Terms and Conditions Agreement separately signed and expressly incorporated by reference herein, Datatel will provide enhancement and support services (the "Services") to Victor Valley College and Victor Valley College will purchase stated Services. The annual Renewal Date is July 1st. The first year of this Agreement, the maintenance fee shall be prorated from the date of this Agreement.

Datatel Reporting & Operating Analytics Pricing Summary	
Product Description	Annual Maintenance
Datatel's Reporting Solution Including Business Objects - 40 Run-Time Users and 5 Developer Users	\$23,625
Total Reporting Solution Maintenance Fees⁽¹⁾	\$23,625

⁽¹⁾ Maintenance fees will be billed at a prorated amount from the date of software delivery through June 30, 2011. Thereafter, renewal fees will be billed in advance commencing July 1, 2011 and Victor Valley College must renew this maintenance contract in its entirety.

First Year Fees \$23,625
 Sales Tax (please submit a copy of your tax exempt certificate if applicable) As Incurred
 NET CASH BALANCE DUE..... \$23,625

Victor Valley College
December 1, 2010
Tom O'Rourke/Peggy Schneider

Initials: KMB
Datatel

Customer

Unless noted differently in this contract, pricing is valid until December 30, 2010

Email signed contract to: clientsalesorders@datatel.com or Fax signed contract to: 703-968-4564

No: V09:110110:D6



EXHIBIT I-120110-V09

A. Datatel Reporting and Operating Analytics

Datatel's Reporting & Operating Analytics Services		
Service Description	Days	Fee
Consulting - BOE Installation, BOE Security, BOE Web1, Project Coordination	7.5	\$15,000
Webintelligence Fundamentals	N/A	\$4,170
Student & Financial Aid Dashboard Installation	1	\$2,000
Student & Financial Aid Dashboard Orientation	1	\$2,000
Student & Financial Aid Dashboard Gap Analysis	5	\$10,000
Student & Financial Aid Dashboard Tailoring	8	\$16,000
Student & Financial Aid Dashboard Rollout	1	\$2,000
Finance / AR Dashboard Installation	0.5	\$1,000
Finance / AR Dashboard Orientation	0.5	\$1,000
Finance / AR Dashboard Gap Analysis	2	\$4,000
Finance / AR Dashboard Tailoring	3	\$6,000
Finance / AR Dashboard Rollout	0.5	\$1,000
HR Dashboard Installation	0.5	\$1,000
HR Dashboard Orientation	0.5	\$1,000
HR Dashboard Gap Analysis	2	\$4,000
HR Dashboard Tailoring	3	\$6,000
HR Dashboard Rollout	0.5	\$1,000
Total Datatel Reporting Services Solution	36.5	\$77,170

B. Professional Services Usage Audits

Solution Summary

The Usage Audit is a strategic evaluation of your institution's use of a specific functional area of Colleague. Working together, we will identify potential opportunities to improve productivity, streamline business processes, and resolve any outstanding issues requiring additional analysis.

Professional Services Outcomes

Following the Usage Audit services engagement, your institution will be able to:

- Better manage complex projects
- Improve critical business processes
- Ensure institutional alignment
- Fully realize Colleague's added value

Professional Services Activities

Datatel's Professional Services Team is uniquely qualified to conduct a Usage Audit that aligns with your institutional goals and supports the flow of information across your enterprise.

A Datatel consultant will meet individually with key staff and decision makers to discuss your institution's current workflows, procedures, and business processes. Using this information and higher education industry best practices, Datatel will identify:

- Areas and processes that can be improved to take full advantage of the latest Colleague software releases
- Business processes that can be improved through system re-implementation
- Operational activities that would benefit from further training
- Areas where specific teams can work cross-functionally to implement integrated processes

Datatel Recruitment/Admissions Usage Audit/CORE

Four (4) onsite days

Discussions will include:

- Validation codes and code files
- Prospective student data entry and maintenance
- Student recruitment coordination
- Institutional Hierarchy
- Demographics
- Web based access and decisions
- Organizations
- Processing applications for admission
- Communications Management
- Importing applications and test scores
- Operational, managerial, and strategic reporting
- Technical support for admissions
- Web-based student recruitment

Datatel Academic Records/Registration/Curriculum Management Usage Audit

Four (4) onsite days

Discussions will include:

- Validation codes and code files
- Curriculum management
- Registration
- Academic records maintenance
- Graduation processing
- Transcript evaluation and processing
- Prerequisite/co-requisite checking
- Web registration
- Courses and Sections
- Faculty Information and set-up

Datatel Financial Aid Usage Audit

Four (4) onsite days

Discussions will include:

- Award processing
- Award Letters
- Budget set-up
- Loan set-up and processing
- Transmittal
- Satisfactory Academic Progress
- Business continuity with student billing
- Transfer Monitoring
- Reporting

Datatel Accounts Receivable/Cash Receipts Usage Audit

Four (4) onsite days

Discussions will include:

- AR Account Maintenance
- Billing; Automated, Miscellaneous and Sponsor
- Payment Plans
- Cash Receipts
- Deregistration Process
- eCommerce
- Refunds
- GL Reconciliation
- Reporting

During the interviews the Datatel consultants will document the findings and prioritize the items identified and begin to work through them with your users and your team. Throughout the process our consultants are not only looking for areas where we can make best practice recommendations but they are also working on the solutions and fixing, consulting and documenting the effort needed to complete the tasks. If needed they will compile the issues and send them out to be reviewed by other Datatel experts and Professional Services management to ensure a comprehensive evaluation of possible improvements. Each consultant will use a spreadsheet tool to document and track the issues identified and share that document with the client as a working tool for both the client and Datatel.

The last 2-3 hours of the last day of the Usage Audit will be used by the consultant to gather key users and individuals participating in the interviews and sessions and work through a summary of topics and recommendations and develop a working plan for follow-up. The consultant will leave a shared copy of the spreadsheet with the client upon completion of the work. Datatel will then develop and present recommendations to your institution in a 1-2 page summary document to be delivered shortly after the onsite visit is completed. This high-level summary will focus on key decisions and 'fixes' that were identified during the interviews and working sessions, and pinpoint next steps for both the client and for Datatel.

Roles and Responsibilities

The services engagement will be a joint effort between Datatel, Inc. and the staff at your institution. Datatel is committed to working with you to ensure that the project is completed successfully.

All Datatel delivered work will be executed through remote and onsite offerings. Additional responsibilities and prerequisites for your institution are as follows:

- Identify and provide access to the appropriate staff members to work with the Datatel consultant throughout the service engagement
- Provide Telnet/VPN access to the institution's Colleague system, as needed. Both Test and Production access is highly recommended.
- Ensure that their Colleague software release is up to date and that all appropriate Software Updates by Datatel have been loaded into the live instance

Professional Services policies apply and can be found at: <http://clients.datatel.com/ClientOrderPolicies>

C. Project Management Services

On-site Project Management Support

- Your Project Manager will provide the following services:
- Develop a Master Implementation Plan
- Develop, monitor, and update detailed work plans
- Conduct needs/readiness interviews
- Identify primary implementation objectives and success factors
- Report implementation progress to campus executives
- Focus institutional steering committee attention to open issues
- Access to latest implementation tools and guides from Datatel
- Set priorities and allocate resources
- Serve as your advocate to Datatel
- Prepare your personnel to assume responsibilities upon completion of the contract

Full Time components:

- Develop a Master Project Schedule
- Provide guidance and startup assistance for all campus teams
- Facilitate the creation of application test plans
- Schedule training, consulting, and data conversion mapping with Datatel
- Schedule and attend site-based meetings
- Provide consistent operational management for implementation
- Periodic Master Implementation plan review and adjustment

The Project Manager will spend some time at Datatel's office, specifically dedicated to the management of your implementation or learning new tools and techniques that will directly benefit your implementation. However, the majority of time is spent on site guiding and leading teams in implementation process activities.

The Datatel Project Manager will report project progress by milestones taken from the Project Master Implementation Plan at least monthly to both Victor Valley College and Datatel management. Victor Valley College implementation team leaders will regularly report in writing to the Datatel Project Manager and Victor Valley College Steering Committee on the progress of their particular areas of responsibility, as outlined in the project plan.

The full-time program is a 40 hour/week effort. The Project Manager may relocate to your site, or commute from his/her current residence. A "not to exceed" monthly travel or living expense will be established upon contract.

SOFTWARE ORDER FORM

Customer Organization Name: Victor Valley College

Requester: Frank Smith Telephone #: 760-245-4271x2314 Fax #: _____

Billing Information:		Shipping Information:	
Co. Name:	<u>Victor Valley College</u>	Co. Name:	<u>Victor Valley College</u>
Billing Contact:	_____	Shipping Contact:	<u>Frank Smith</u>
Phone #:	_____	Phone #:	<u>760-245-4271x2314</u>
E-Mail:	_____	E-Mail:	<u>smithf@vvc.edu</u>
Address:	<u>18422 Bear Valley Road</u>	Address:	<u>18422 Bear Valley Road</u>
City, ST ZIP:	<u>Victorville, CA 92395</u>	City, ST ZIP:	<u>Victorville, CA 92395</u>

Business Objects Enterprise Premium	
Description	Quantity
Enterprise Premium Run-time Users (Named User Licenses)	40
Enterprise Premium Run-time Users for Development (Named User Licenses)	5
Crystal Reports Professional Users for Development (Named User Licenses)	5
WebIntelligence Users for Development (Named User Licenses)	5

Business Objects Enterprise Premium - Training	
Description	Price
eLearning - BOE Administering Servers - Windows	\$2,430
eLearning - BOE Administration and Security	\$1,390
eLearning - BOE Universe Design	\$3,645
eLearning - Business Objects Dashboard Manager: Designing Dashboards	\$1,215
Total Business Objects Training	\$8,680

- Datatel's General Terms and Conditions Agreement are incorporated by reference into this order.
- Course fee is subject to the then-current rate for the course at the time of registration. Course content and delivery are provided entirely by Business Objects "as is", and are also subject to the terms of the Business Objects License Agreement.

Datatel represents that it is authorized by Business Objects, Inc. to sublicense Business Objects Software to end users in conjunction with Datatel Software "OEM License". This order is placed subject to the terms and conditions of the attached Business Objects License Agreement. Datatel is a "Distributor" as that term is used in the Business Objects License Agreement, of the Business Objects Software.

Online Training Fee \$8,680
NET CASH BALANCE DUE AS DELIVERED **\$8,680**

Datatel, Inc.
 Datatel Signature: Kevin M. Boyce
 Printed Name: Kevin M. Boyce
 Title: Chief Financial Officer
 Date: December 1, 2010

Victor Valley College
 Customer Signature: _____
 Printed Name: _____
 Title: _____
 Date: _____

BUSINESS OBJECTS LICENSE AGREEMENT

IMPORTANT-READ CAREFULLY: THIS IS A LEGAL AGREEMENT BETWEEN YOU AND BUSINESS OBJECTS FOR THE BUSINESS OBJECTS SOFTWARE PRODUCT ACCOMPANYING THIS AGREEMENT, WHICH MAY INCLUDE COMPUTER SOFTWARE, ASSOCIATED MEDIA, PRINTED MATERIALS AND ONLINE OR ELECTRONIC DOCUMENTATION ("SOFTWARE"). BEFORE CONTINUING WITH THE INSTALLATION OF THE SOFTWARE, YOU MUST READ, ACKNOWLEDGE AND ACCEPT THE TERMS AND CONDITIONS OF THE SOFTWARE LICENSE AGREEMENT THAT FOLLOWS ("AGREEMENT"). IF YOU DO NOT ACCEPT THE TERMS AND CONDITIONS OF THE AGREEMENT, YOU MAY RETURN, WITHIN THIRTY (30) DAYS OF PURCHASE, THE SOFTWARE TO THE PLACE YOU OBTAINED IT FOR A FULL REFUND.

1. **GRANT OF LICENSE.** Business Objects grants you a nonexclusive and limited license to use the Software products and functionalities for which you have paid the applicable fees solely for your internal business purposes and in accordance with the terms and conditions of this Agreement. The Software is licensed, not sold, to you. If you acquired this product as a special offer or as a promotional license included with another Business Objects product, additional restrictions apply as set forth in section 3.7 below. If you acquired this product bundled or in combination with a third party product, you may only use the Software with the third party product as described in section 3.6 ("Restricted License") below. This license does not apply to any other software program provided with the Software, including promotional software, which is governed by the online software license agreement included with that software.

"Business Objects" is Business Objects S.A. or one of its subsidiaries.

2. **INSTALLATION AND USE.** You may install and use the Software only in the configuration and for the number of licenses acquired by you. You may also install non-production copies of the Software as is reasonably necessary for disaster recovery, emergency restart and backup, including, but not limited to making copies for such purposes for use at one or more disaster recovery sites. In order to exercise your rights to the Software under this License Agreement you must activate your copy of the Software in the manner described during the launch sequence. Business Objects may control the number and type of licenses and the use of the Software by key codes.

3. LICENSE TYPES AND DEFINITIONS.

- 3.1. **Named User License ("NUL").** When the Software is licensed on a Named User basis, each individual Named User must be specifically identified as the sole holder of a NUL. The sharing of the NUL by more than one individual is expressly prohibited. In addition, NUL(s) may not be transferred from one individual to another unless the original end user no longer requires, and is no longer permitted, access to the Software. NUL(s) are assigned to a single Deployment and may not be shared among different Deployments.
- 3.2. **Concurrent Access License ("CAL").** When the Software is licensed on a Concurrent Access basis, the aggregate number of end users accessing the Software at any one time may not exceed the number of CALs you have obtained. CAL(s) are assigned to a particular Deployment, and may not be shared among different Deployments. When using Concurrent Access licenses, you may not utilize a program or system to cache or queue report requests.
- 3.3. **Processor License.** When the Software is licensed on a Processor basis, the aggregate number of central processing units ("Processors") running any Software components(s) (except the Web Connector, SDK, Report Publishing Wizard and report viewers) may not exceed the number of Processors licensed. A multi-core chip Processor with N processor cores shall be counted as N Processors.
- 3.4. **DISU License.** When the Product is licensed on a Data Integrator Server Unit ("DISU") basis, the Product may be loaded onto a single computer with up to four Processors.
- 3.5. **LPAR License (DB2 Information Integrator only).** A LPAR license permits use of the Product with a single data source on a single logical partition as implemented by IBM.
- 3.6. **Restricted License.** If you acquired the Software bundled or otherwise provided in combination with or for use with a third party product ("OEM Application"), you have acquired a Restricted License. You may use each licensed copy of the Software only in conjunction with the OEM Application with which it was provided. Accessing data that is not specifically created or processed by the OEM Application is in violation of this license. If the OEM Application requires the use of a data mart or data warehouse, the Software may be used with the data mart or data warehouse only to access data created or processed by the OEM Application or third party data that is required for the operation of OEM Products. Restricted Licenses may not be combined with unrestricted licenses in the same Deployment.

- 3.7. **Development License.** If you receive a Development License, you may use the number and type of licenses acquired only to develop or test reports and applications. A Development License cannot be used in or transferred to a production environment.
- 3.8. **Update License.** If you received the Software as an update to a previously licensed product, your license to use the Software is limited to the aggregate number of licenses you have acquired for the previous product. If you choose to use the Software and the previous product simultaneously, the aggregate number of licenses used to access the Software and the previous product may not exceed the aggregate number of licenses you acquired for the previous product.
- 3.9. **Promotional License.** If you received the Software as a special offer or promotional license ("Promotional License"), you may only use the Promotional Licenses with a new Deployment. Promotional Licenses may not be added to or used with an existing Deployment or Project.
- 3.10. **Evaluation/Not for Resale License.** An Evaluation or Not For Resale license may be used only for the number and type of licenses specified and for the period specified on the Software packaging, ordering or shipping documentation. If the ordering or shipping documentation specifies a particular project, the Software may be used only with that project. An Evaluation License may only be used for evaluation purposes and may not be used for production purposes. You may not re-sell or otherwise transfer an Evaluation or Not for Resale License. Notwithstanding any other provision of this Agreement, Software provided under an Evaluation or Not for Resale license is provided "AS-IS" without warranty of any kind, express or implied. An Evaluation License or Not for Resale License may be terminated by Business Objects at any time.
- 3.11. **Definitions.** "Deployment" means a single installation of one of the following Software modules: Repository, Security Domain, Central Management Server ("CMS") or CMS Cluster. "Project" means one or more Deployments (a) providing the same or substantially similar reports; (b) utilizing the same or a substantially similar custom application interface; or (c) used with applications consisting of related modules or components.

4. PRODUCT SPECIFIC USE RIGHTS.

- 4.1. **Performance Management Application Modules/Solutions and Dashboard Manager.** The software components, tools and utilities supplied with a Performance Management Application Module, Performance Management Application Solution, or Dashboard Manager may only be used with the product with which they were provided. In addition, the Web Intelligence utilities provided with Dashboard Manager may only be used to view the analytic templates provided with Dashboard Manager.
- 4.2. **BusinessObjects Enterprise and Crystal Enterprise.** You may not combine licenses for different editions of BusinessObjects Enterprise or Crystal Enterprise in a single Deployment (for example, Premium licenses may not be combined with Professional licenses in the same Deployment). You may use BusinessObjects Enterprise Professional and Crystal Enterprise Professional to publish and distribute only one of Business Objects' proprietary report format types (Crystal Reports, OLAP Intelligence/Crystal Analysis, WebIntelligence or BusinessObjects). If you wish to publish and distribute more than one report format type, you must acquire BusinessObjects Enterprise Premium or Crystal Enterprise Premium. Notwithstanding the foregoing, if you migrate from a combined BusinessObjects and WebIntelligence Deployment to BusinessObjects Enterprise Professional, you may use both BusinessObjects and WebIntelligence report types in that Deployment.
- 4.3. **BusinessObjects Enterprise Professional and Crystal Enterprise Professional Options.** BusinessObjects Enterprise Professional Options and Crystal Enterprise Professional Options are licensed as add-ons to a Deployment. Options include Crystal Reports Explorer, Auditor, Live Office, Integration Kits for third party applications and other products designated as BusinessObjects Enterprise or Crystal Enterprise Options. The number and type of Option licenses must match the number and type of licenses in the Deployment in which the Options are used.
- 4.4. **BusinessObjects Rapid Marts Products.** When licensing the BusinessObjects Rapid Marts Product, a license for BusinessObjects Data Integrator Product must also be obtained. If the BusinessObjects Rapid Marts Product is licensed with the BusinessObjects Data Integrator Product, an individual BusinessObjects Rapid Marts Product license must be obtained for each BusinessObjects Data Integrator Product license. Copying one BusinessObjects Rapid Marts Product license and then deploying it to other instances is prohibited. In addition to the foregoing, you must license certain applicable application interfaces.

- 4.5. **BusinessObjects Data Integrator Products.** If you desire to deploy a DISU license to access enterprise data sources such as packaged applications, mainframes, or technology infrastructure products ("Enterprise Data Sources"), you must obtain individual BusinessObjects Data Integrator Interface licenses.
- 4.6. **BusinessObjects Data Integrator Interfaces.** When licensing the BusinessObjects Data Integrator Interfaces, licenses for BusinessObjects Data Integrator Product must also be obtained. An individual interface license must be acquired for each BusinessObjects Data Integrator Product license. If multiple instances of an Application, Technology, or Mainframe type are accessed by the BusinessObjects Data Integrator Interface, then one interface license must be acquired for each instance. If multiple instances of a Database type are accessed by the BusinessObjects Data Integrator Interface, then only one interface license must be acquired for that Database type. Unlike other Interfaces, Database interfaces are charged per database type and not per instance.
- 4.7. **BusinessObjects Knowledge Accelerator Product.** The BusinessObjects Knowledge Accelerator Product may be used to meet your employee training needs for the number of employees identified to Business Objects ("Employees") and may not be used by or on behalf of any third party. You shall purchase additional licenses equal to the number of additional or new Employees to be trained. Any customization tools included with the BusinessObjects Knowledge Accelerator Product (RWD Info Pak Simulator, Publisher and Web Architect) shall be used only for modifying or customizing the content developed by BusinessObjects Knowledge Accelerator Product, and only by two instructional designers and one administrator. You shall not modify such tools, or use such tools to develop other content, including content related to other Business Objects products.
- 4.8. **BusinessObjects Publisher.** BusinessObjects Publisher may be licensed in one of the following ways: 1) On a Processor basis; or 2) Each recipient of a report generated by BusinessObjects Publisher must have a Named User license.
5. **OWNERSHIP.** Business Objects and/or its suppliers retain all right, title and interest in and to the Software and all copies at all times, regardless of the form or media in or on which the original or other copies may subsequently exist. You neither own nor hereby acquire any claim or right of ownership to the Software or to any related patents, copyrights, trademarks or other intellectual property. You agree to use reasonable efforts to prevent and protect the contents of the Software from unauthorized disclosure or use. Business Objects and/or its suppliers reserve all rights not expressly granted to you. Business Objects' suppliers are the intended third party beneficiaries of this License Agreement and have the express right to rely upon and directly enforce the terms set forth herein.
6. **COPYRIGHT.** The Software is copyrighted by Business Objects and/or its suppliers and is protected by United States copyright and patent laws and international treaty provisions. You may not copy the Software except: (a) to provide a backup copy; or (b) to install the Software components licensed by you, as set forth in Sections 2 and 3, on to computers as part of executing the Software. Solely with respect to the documentation included with the Software, you may make a reasonable number of copies (either in hardcopy or electronic form), provided that such copies shall be used only by licensed end users in conjunction with their use of the Software and are not republished or distributed to any third party. You must reproduce and include all copyright notices, trademarks or other proprietary legends of Business Objects and its suppliers on any copy of the Software or documentation made by you. Any and all other copies of the Software made by you are in violation of this License Agreement.
7. **RESTRICTIONS.** Except as expressly permitted by this License Agreement you may not: (a) lease, loan, resell, sublicense, or otherwise distribute the Software; (b) use the Software to provide or operate Application Service Provider (ASP), service bureau, marketing, training, outsourcing services, or consulting services, or any other commercial service related to the Software or to develop training materials; (c) modify or translate the Software except as necessary to configure the Software using the menus, options and tools provided for such purposes and contained in the Software; (d) in any way reverse engineer, disassemble or decompile the Software or any portion thereof except to the extent and for the express purposes authorized by applicable law notwithstanding this limitation; (e) sublicense, assign, rent, sell, lease, distribute or otherwise transfer the Software or any of the rights granted by this License Agreement without the express written permission of Business Objects; (f) use the Software to develop a product which is competitive with any Business Objects product offerings; (g) use the Software to develop a product that converts the report file (.RPT) format to an alternative report file format used by any general-purpose report writing, data analysis or report delivery product that is not the property of Business Objects; (h) alter, disassemble, decompile, translate, adapt, or reverse-engineer the report file (.RPT) format; (i) use unauthorized keycodes to access additional Software functionality or performance; and (j) disclose any Software benchmark results to any third party without Business Objects' prior written approval. If you wish to develop and/or test an interface to the Software or merge the Software with any other software, you shall inform Business Objects and Business Objects, at its option, may provide you with information sufficient to enable interoperability between the Software and such other software or products.

8. LIMITED WARRANTY AND REMEDY.

- (a) Business Objects warrants to you that: (i) for a period of thirty (30) days from delivery of the Software, the Software will substantially conform to the functional description set forth in its associated documentation; and (ii) for a period of thirty (30) days from delivery the physical media (e.g., diskettes or CD-ROM) and physical documentation containing the Software will be free from defects in materials and workmanship. Any implied warranties on the Software and media are limited to thirty (30) days from delivery, to the extent such warranties cannot be disclaimed under Section 8(c) below. The above warranties specifically exclude defects resulting from accident, abuse, unauthorized repair, modifications, or enhancements, or misapplication. Business Objects does not warrant that use of the Software will be uninterrupted or error free. Delivery of additional copies of, or revisions or upgrades to, the Software, including releases provided under Support Services, shall not restart or otherwise affect the warranty period.
- (b) Your exclusive remedy for breach of the above-stated limited warranty shall be, at Business Objects' option, either: (i) correction or replacement of the Software with product(s) which conform to the above-stated limited warranty; or (ii) return of the price paid for the Software and termination of this License Agreement with respect to those copies not in compliance. Such remedy shall be provided to you by Business Objects only if you give Business Objects written notice of any breach of the above-stated limited warranty, within thirty (30) days of delivery of the Software.
- (c) EXCEPT FOR EXPRESS WARRANTIES STATED IN THIS SECTION 8 AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PRODUCTS AND SERVICES ARE PROVIDED "AS IS", AND BUSINESS OBJECTS AND ITS SUPPLIERS DISCLAIM ALL OTHER WARRANTIES, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY (I) OF MERCHANTABILITY, (II) OF FITNESS FOR A PARTICULAR PURPOSE, OR (III) OF NON-INFRINGEMENT OF THIRD PARTY RIGHTS. SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU, AND YOU MAY HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE OR BY JURISDICTION.

9. LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL BUSINESS OBJECTS OR ITS DISTRIBUTORS, SUPPLIERS OR AFFILIATES BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION, ANY LOST PROFITS OR REVENUES, LOSS OR INACCURACY OF ANY DATA, OR COST OF SUBSTITUTE GOODS, REGARDLESS OF THE THEORY OF LIABILITY (INCLUDING NEGLIGENCE) AND EVEN IF BUSINESS OBJECTS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BUSINESS OBJECTS AND ITS SUPPLIERS' AGGREGATE LIABILITY TO YOU FOR ACTUAL DIRECT DAMAGES FOR ANY CAUSE WHATSOEVER SHALL BE LIMITED TO THE PRODUCT LICENSE FEES PAID BY YOU FOR THE PRODUCT OR THE FEES PAID BY YOU FOR THE SERVICE DIRECTLY CAUSING THE DAMAGES. THESE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. THE FOREGOING ALLOCATION OF RISK IS REFLECTED IN THE FEES CHARGED UNDER THIS LICENSE AGREEMENT. SOME STATES/JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

10. SUPPORT SERVICES. If you purchased Support Services, Business Objects will provide to you product support services for the Software in accordance with Business Objects then current Support Services terms and conditions. If you purchase Support Services for the Software, you must purchase Support Services for all authorized copies of said Software in your possession.

11. TERMINATION. This Agreement is effective until terminated. You may terminate this License Agreement at any time by providing Business Objects with written notice, provided that you have complied with the return and/or destruction policy set forth below. However, you shall receive a refund of your license fee only if this Agreement is terminated in compliance with Section 8 hereof. If you ordered an Evaluation License for the Software that is time disabled, this Agreement will automatically terminate after the Evaluation Period, and you agree not to avoid, or attempt to avoid, any applicable time limitation. This Agreement may be terminated by Business Objects if: (i) you fail to pay the license fees and other charges set forth at the time of your order; or (ii) you fail to comply with any of the terms and conditions set forth in this Agreement and do not remedy such failure within thirty (30) days after receiving notice thereof. Upon any termination of this Agreement, you agree to: (i) immediately cease all use of the Software, including the use and distribution of any Custom Applications incorporating the Software; and (ii) either return the Software to Business Objects or destroy same, and certify to Business Objects, in writing, that all copies and partial copies thereof have been returned or completely destroyed and are no longer being used. Sections 5, 6, 8(c), 9, 11, 12, 13, 14, and 15 shall survive any termination of this License Agreement.

12. **AUDIT.** During the term of this Agreement and for three (3) years after termination or expiration, Business Objects may audit, upon reasonable notice to you and at Business Objects' expense, your books and records to determine your compliance with this Agreement. In the event any such audit reveals that you have underpaid Business Objects by an amount greater than five percent (5%) of the amounts due Business Objects in the period being audited, or that you have knowingly breached any material obligation hereunder, then, in addition to such other remedies as Business Objects may have, you shall pay or reimburse to Business Objects the cost of the audit.
13. **GENERAL.** Except as otherwise preempted by United States federal law, this Agreement is governed by the laws of the State of California, United States, without reference to conflict of laws provisions or the United Nations 1980 Convention on Contracts for the International Sale of Goods and any amendments thereto. If any provision of this Agreement is ruled invalid, such invalidity shall not affect the validity of the remaining portions of this Agreement. This Agreement constitutes the entire agreement between you and Business Objects, and supersedes any prior agreement, whether written or oral, relating to the subject matter of this Agreement. This Agreement may not be modified except by an instrument in writing duly signed by an authorized representative of each of the parties. If you are acquiring the Software on behalf of an entity, you represent and warrant that you have the legal capacity to bind such entity to this Agreement. All terms of any purchase order or other ordering document submitted by you shall be superseded by this License Agreement. In the event you and Business Objects have executed a mutually agreed upon Master Software License Agreement ("MSLA") and acquired the Software pursuant to such MSLA, the terms of the MSLA shall govern your use of the Software and the terms of this Agreement shall be superseded by the MSLA. The product name for the Software is a trademark or registered trademark of Business Objects. Should you have questions concerning this License Agreement, please contact your local Business Objects sales office or authorized reseller, or write to: Business Objects, Attn: Contracts Department, 3030 Orchard Parkway, San Jose, CA 95134.
14. **U.S. GOVERNMENT RESTRICTED RIGHTS.** The Software is a "commercial item," as that term is defined at 48 C.F.R. 2.101 (Oct. 1995), consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 (Sept. 1995). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (June 1995) (or an equivalent provision, e.g., in supplements of various U.S. government agencies, as applicable), all U.S. Government users acquire the Software with only those rights set forth herein. Manufacturer is Business Objects, 3030 Orchard Parkway, San Jose, CA 95134.
15. **EXPORT CONTROLS.** You acknowledge that the Software is of U.S. origin. You agree to comply with all applicable international and national laws that apply to the Software, including the U.S. Export Administration Regulations, as well as end-user, end-use and destination restrictions issued by U.S. and other governments.
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Please indicate below whether you accept, or do not accept, the terms and conditions of this software license agreement.

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM

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

TOPIC: RENEWAL OF ADMINISTRATOR CONTRACTS

SUBMITTED BY: Fusako Yokotobi

RECOMMENDED BY: Fusako Yokotobi Fusako Yokotobi

APPROVED BY: Christopher O'Hearn Christopher O'Hearn

Description/Background:

The Board will consider renewing the following Administrative contracts for 3 years:

Deputy Superintendent/Executive Vice President
Vice President, Human Resources

Need: Board approval is needed to renew administrator contracts.

Fiscal Impact: Budgeted

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

Legal Review: YES ___ NOT APPLICABLE X ___

Reference for Agenda: YES X NO ___

BOARD OF TRUSTEES OF THE
VICTOR VALLEY COMMUNITY COLLEGE DISTRICT

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

Date of Offer: 12/15/2010

The Board of Trustees of the Victor Valley Community College District offers you employment in the position of Deputy Superintendent/Executive Vice President for the period commencing 7/1/2011 and ending on 6/30/2014. This offer of employment is valid for ten (10) calendar days from the date of offer specified above. Your failure to accept this offer and to enter into this contract within the ten-day period will result either in the offer expiring, or, if you are employed, will result in your employment as an administrator being at-will at the pleasure of the Board of Trustees, pursuant to Section 72411.5 of the Education Code.

This contract expires on 6/30/2014 and is not subject to automatic re-employment pursuant to subsection 'c' of Section 72411 of the Education Code.

This contract of employment is subject to all the rules and regulations of the Board of Trustees and all the laws of the State of California in effect during the period of employment. The terms and conditions of your employment may be changed by the District during the period of time covered by the agreement. Your compensation shall be on Range 22 of the Victor Valley College management salary schedule. In addition, you shall receive a monthly stipend of \$400 for use of personal vehicles to conduct college business. Any earned, unused vacation remaining on the last day of employment with the District, up to a maximum accrual of 44 days, will be paid on the next available payroll.

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

Pursuant to Government Code Section 53260, if this contract is terminated, the maximum cash settlement that you may receive is to be an amount equal to your monthly salary multiplied by the number of months left on the unexpired term of the contract. However, if the unexpired term of the contract is greater than 18 months, the maximum cash settlement is an amount equal to your monthly salary multiplied by 18.

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

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

BOARD OF TRUSTEES OF THE VICTOR VALLEY COMMUNITY COLLEGE DISTRICT

By _____
Christopher O'Hearn, Ph.D., Interim Superintendent President

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

Christopher O'Hearn

Date _____

BOARD OF TRUSTEES OF THE
VICTOR VALLEY COMMUNITY COLLEGE DISTRICT

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

Date of Offer: 12/15/2010

The Board of Trustees of the Victor Valley Community College District offers you employment in the position of Vice President, Human Resources for the period commencing 7/1/2011 and ending on 6/30/2014. This offer of employment is valid for ten (10) calendar days from the date of offer specified above. Your failure to accept this offer and to enter into this contract within the ten-day period will result either in the offer expiring, or, if you are employed, will result in your employment as an administrator being at-will at the pleasure of the Board of Trustees, pursuant to Section 72411.5 of the Education Code.

This contract expires on 6/30/2014 and is not subject to automatic re-employment pursuant to subsection 'c' of Section 72411 of the Education Code.

This contract of employment is subject to all the rules and regulations of the Board of Trustees and all the laws of the State of California in effect during the period of employment. The terms and conditions of your employment may be changed by the District during the period of time covered by the agreement. Your compensation shall be on Range 22 of the Victor Valley College management salary schedule. In addition, you shall receive a monthly stipend of \$400 for use of personal vehicles to conduct college business. Any earned, unused vacation remaining on the last day of employment with the District, up to a maximum accrual of 44 days, will be paid on the next available payroll.

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

Pursuant to Government Code Section 53260, if this contract is terminated, the maximum cash settlement that you may receive is to be an amount equal to your monthly salary multiplied by the number of months left on the unexpired term of the contract. However, if the unexpired term of the contract is greater than 18 months, the maximum cash settlement is an amount equal to your monthly salary multiplied by 18.

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

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

BOARD OF TRUSTEES OF THE VICTOR VALLEY COMMUNITY COLLEGE DISTRICT

By _____
Christopher O'Hearn, Ph.D., Interim Superintendent President

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

Fusako Yokotobi

Date _____


VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM

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

TOPIC: RENEWAL OF ADMINISTRATOR CONTRACTS

SUBMITTED BY: Fusako Yokotobi

RECOMMENDED BY: Fusako Yokotobi 

APPROVED BY: Christopher O'Hearn 

Description/Background:

The Board will consider renewing the following Administrative contracts for 2 years:

- Director of Special Grants Programs
- Dean, Instructional Programs, STEM
- Dean, Instructional Programs, Health Sciences & Public Safety
- Executive Dean of Institutional Effectiveness
- Director, EOPS/CARE
- Dean, Instructional Programs, Humanities, Arts & Social Sciences

Need: Board approval is needed to renew administrator contracts.

Fiscal Impact: Budgeted

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

Legal Review: YES ___ NOT APPLICABLE X ___

Reference for Agenda: YES X NO ___

BOARD OF TRUSTEES OF THE
VICTOR VALLEY COMMUNITY COLLEGE DISTRICT

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

Date of Offer: 12/15/2010

The Board of Trustees of the Victor Valley Community College District offers you employment in the position of Director of Special Grants Programs for the period commencing 7/1/2011 and ending on 6/30/2013. This offer of employment is valid for ten (10) calendar days from the date of offer specified above. Your failure to accept this offer and to enter into this contract within the ten-day period will result either in the offer expiring, or, if you are employed, will result in your employment as an administrator being at-will at the pleasure of the Board of Trustees, pursuant to Section 72411.5 of the Education Code.

This contract expires on 6/30/2013 and is not subject to automatic re-employment pursuant to subsection 'c' of Section 72411 of the Education Code.

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

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

Pursuant to Government Code Section 53260, if this contract is terminated, the maximum cash settlement that you may receive is to be an amount equal to your monthly salary multiplied by the number of months left on the unexpired term of the contract. However, if the unexpired term of the contract is greater than 18 months, the maximum cash settlement is an amount equal to your monthly salary multiplied by 18.

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

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

BOARD OF TRUSTEES OF THE VICTOR VALLEY COMMUNITY COLLEGE DISTRICT

By _____
Christopher O'Hearn, Ph.D., Interim Superintendent President

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

Patricia Bejarano-Vera

Date _____

BOARD OF TRUSTEES OF THE
VICTOR VALLEY COMMUNITY COLLEGE DISTRICT

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

Date of Offer: 12/15/2010

The Board of Trustees of the Victor Valley Community College District offers you employment in the position of Dean, Instructional Programs, STEM for the period commencing 7/1/2011 and ending on 6/30/2013. This offer of employment is valid for ten (10) calendar days from the date of offer specified above. Your failure to accept this offer and to enter into this contract within the ten-day period will result either in the offer expiring, or, if you are employed, will result in your employment as an administrator being at-will at the pleasure of the Board of Trustees, pursuant to Section 72411.5 of the Education Code.

This contract expires on 6/30/2013 and is not subject to automatic re-employment pursuant to subsection 'c' of Section 72411 of the Education Code.

This contract of employment is subject to all the rules and regulations of the Board of Trustees and all the laws of the State of California in effect during the period of employment. The terms and conditions of your employment may be changed by the District during the period of time covered by the agreement. Your compensation shall be on Range 20 of the Victor Valley College management salary schedule. In addition, you shall receive a monthly stipend of \$300 for use of personal vehicles to conduct college business. Any earned, unused vacation remaining on the last day of employment with the District, up to a maximum accrual of 44 days, will be paid on the next available payroll.

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

Pursuant to Government Code Section 53260, if this contract is terminated, the maximum cash settlement that you may receive is to be an amount equal to your monthly salary multiplied by the number of months left on the unexpired term of the contract. However, if the unexpired term of the contract is greater than 18 months, the maximum cash settlement is an amount equal to your monthly salary multiplied by 18.

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

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

BOARD OF TRUSTEES OF THE VICTOR VALLEY COMMUNITY COLLEGE DISTRICT

By _____
Christopher O'Hearn, Ph.D., Interim Superintendent President

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

Lori Kildal

Date _____

BOARD OF TRUSTEES OF THE
VICTOR VALLEY COMMUNITY COLLEGE DISTRICT

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

Date of Offer: 12/15/2010

The Board of Trustees of the Victor Valley Community College District offers you employment in the position of Dean, Instructional Programs, Health Sciences & Public Safety for the period commencing 7/1/2011 and ending on 6/30/2013. This offer of employment is valid for ten (10) calendar days from the date of offer specified above. Your failure to accept this offer and to enter into this contract within the ten-day period will result either in the offer expiring, or, if you are employed, will result in your employment as an administrator being at-will at the pleasure of the Board of Trustees, pursuant to Section 72411.5 of the Education Code.

This contract expires on 6/30/2013 and is not subject to automatic re-employment pursuant to subsection 'c' of Section 72411 of the Education Code.

This contract of employment is subject to all the rules and regulations of the Board of Trustees and all the laws of the State of California in effect during the period of employment. The terms and conditions of your employment may be changed by the District during the period of time covered by the agreement. Your compensation shall be on Range 20 of the Victor Valley College management salary schedule. In addition, you shall receive a monthly stipend of \$300 for use of personal vehicles to conduct college business. Any earned, unused vacation remaining on the last day of employment with the District, up to a maximum accrual of 44 days, will be paid on the next available payroll.

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

Pursuant to Government Code Section 53260, if this contract is terminated, the maximum cash settlement that you may receive is to be an amount equal to your monthly salary multiplied by the number of months left on the unexpired term of the contract. However, if the unexpired term of the contract is greater than 18 months, the maximum cash settlement is an amount equal to your monthly salary multiplied by 18.

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

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

BOARD OF TRUSTEES OF THE VICTOR VALLEY COMMUNITY COLLEGE DISTRICT

By _____
Christopher O'Hearn, Ph.D., Interim Superintendent President

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

Patricia Luther

Date _____

BOARD OF TRUSTEES OF THE
VICTOR VALLEY COMMUNITY COLLEGE DISTRICT

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

Date of Offer: 12/15/2010

The Board of Trustees of the Victor Valley Community College District offers you employment in the position of Executive Dean of Institutional Effectiveness for the period commencing 7/1/2011 and ending on 6/30/2013. This offer of employment is valid for ten (10) calendar days from the date of offer specified above. Your failure to accept this offer and to enter into this contract within the ten-day period will result either in the offer expiring, or, if you are employed, will result in your employment as an administrator being at-will at the pleasure of the Board of Trustees, pursuant to Section 72411.5 of the Education Code.

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Office of Human Resources
18422 Bear Valley Road
Victorville, CA 92395

BOARD OF TRUSTEES OF THE VICTOR VALLEY COMMUNITY COLLEGE DISTRICT

By _____
Christopher O'Hearn, Ph.D., Interim Superintendent President

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

Virginia Moran

Date _____

BOARD OF TRUSTEES OF THE
VICTOR VALLEY COMMUNITY COLLEGE DISTRICT

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

Date of Offer: 12/15/2010

The Board of Trustees of the Victor Valley Community College District offers you employment in the position of Director, EOPS/CARE for the period commencing 7/1/2011 and ending on 6/30/2013. This offer of employment is valid for ten (10) calendar days from the date of offer specified above. Your failure to accept this offer and to enter into this contract within the ten-day period will result either in the offer expiring, or, if you are employed, will result in your employment as an administrator being at-will at the pleasure of the Board of Trustees, pursuant to Section 72411.5 of the Education Code.

This contract expires on 6/30/2013 and is not subject to automatic re-employment pursuant to subsection 'c' of Section 72411 of the Education Code.

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

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

BOARD OF TRUSTEES OF THE VICTOR VALLEY COMMUNITY COLLEGE DISTRICT

By _____
Christopher O'Hearn, Ph.D., Interim Superintendent President

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

Carl Smith

Date _____

BOARD OF TRUSTEES OF THE
VICTOR VALLEY COMMUNITY COLLEGE DISTRICT

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

Date of Offer: 12/15/2010

The Board of Trustees of the Victor Valley Community College District offers you employment in the position of Dean, Instructional Programs, Humanities, Arts & Social Sciences for the period commencing 7/1/2011 and ending on 6/30/2013. This offer of employment is valid for ten (10) calendar days from the date of offer specified above. Your failure to accept this offer and to enter into this contract within the ten-day period will result either in the offer expiring, or, if you are employed, will result in your employment as an administrator being at-will at the pleasure of the Board of Trustees, pursuant to Section 72411.5 of the Education Code.

This contract expires on 6/30/2013 and is not subject to automatic re-employment pursuant to subsection 'c' of Section 72411 of the Education Code.

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Office of Human Resources
18422 Bear Valley Road
Victorville, CA 92395

BOARD OF TRUSTEES OF THE VICTOR VALLEY COMMUNITY COLLEGE DISTRICT

By _____
Christopher O'Hearn, Ph.D., Interim Superintendent President

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

Paul Eddie Williams

Date _____

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM

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

TOPIC NEW CLASSIFIED POSITION, CURRICULUM & SCHEDULING COORDINATOR

SUBMITTED BY: Fusako Yokotobi

RECOMMENDED BY: Fusako Yokotobi 

APPROVED BY: Christopher O'Hearn _____

Description/Background:

Curriculum & Scheduling Coordinator is needed in order to fulfill staffing requirements related to building schedule of classes each semester with key departments.

Need: Board approval is required to recruit for this new classified position

Fiscal Impact: Range 14 of the classified salary schedule, \$4,441 plus benefits, budgeted

Recommended Action:

It is recommended that the Board of Trustees approve the new classified position of Curriculum & Scheduling Coordinator, effective December 15, 2010.

Legal Review: YES ___ NOT APPLICABLE X ___

Reference for Agenda: YES X NO ___

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT

CLASS TITLE: CURRICULUM & SCHEDULING COORDINATOR

FLSA STATUS: NONEXEMPT

BASIC FUNCTION:

Under the direction of an area administrator, plan coordinate and perform complex and specialized duties to develop the District's master schedule of classes and annual course catalog; perform quality assurance processes to ensure accuracy of data in the master schedule; maintain and update the master curriculum database; work closely with deans, faculty and other staff on scheduling processes and procedures and the resolution of problems; serve as a lead resource regarding District-wide curriculum maintenance and coordination, providing support for all curriculum reviews and approval processes.

REPRESENTATIVE DUTIES:

Coordinate, develop and publish the production calendar for building the schedule of classes each semester with key departments; distribute accordingly. *E*

Provide training and technical assistance to District staff, related to the scheduling process. *E*

Organize and perform a variety of advanced specialized duties to coordinate the development and preparation of the class schedules with instructional areas to ensure the timely development of accurate information to be in compliance with District and government regulations. *E*

Using main frame programs, and applicable software, create and distribute schedule worksheets for new term for review and revision by deans and department heads; following data entry, run validation reports to identify and resolve any worksheet or data entry errors; prepare final printer's proof of the master schedule and audit for completeness and accuracy; obtain final review comments from department heads, deans and others, proofread and submit final proof for printing and publication. *E*

Generate instructor assignment reports, calculate and monitor faculty workload limitations and reassigned time based on current bargaining agreement limits. Prepare faculty annual overload report. Prepare and monitors full-time faculty winter and/or summer teaching assignments and submit list to Human Resources to prepare contracts. *E*

Ensure the quality and accuracy of data in the master schedule file; run periodic validation reports as a result of additions and changes to classes throughout the semester; have newly added classes and changes posted to the website. *E*

Review recommendations for instructional assignments and related documents for accuracy and enter applicable information in database. *E*

Curriculum, Scheduling Coordinator- Continued

Coordinate activities and communications related to the start of each semester, including but not limited to faculty contracts, time sheets, class additions, cancellations, room changes. *E*

Update and maintain the master curriculum catalog course files in Datatel; code new courses for entry in the database; update the database with all new and modified courses approved by the Curriculum Committee; update, revise and delete data associated with courses such as prerequisites/co-requisites, units, course descriptions and other data codes; assure accuracy and compliance with District and state regulations. *E*

Provides technical support and assist in creating, updating and printing course outlines from CurricUNET or similar system; document and update the status of outlines from pending to adopted; reviews and ensure the accuracy of course outlines. *E*

Provide support for the Curriculum Committee; prepare and distributes agendas for committee meetings; attend meetings, take notes, prepare reports for consideration by the Board of Trustees; enter approved courses and course changes in Datatel. *E*

Coordinate, develop and publish the production calendar for building the annual course catalog for the college; distribute sections of the catalog to relevant departments for review and updating; update catalog descriptions and distribute course extracts for review by all departments; edit and prepare catalog copy for submission to typesetter; review galley proofs from print shop and authorize print production. *E*

Coordinate activities with informational technical areas to update data, programs and generate specialized reports for submission to the Chancellor's office. *E*

Work with Admissions, Registration and Records in resolving registration problems and provide up-to-date information on curriculum, certificate and degree changes and new or revised codes.

Serve as a liaison between assigned administrator and staff, faculty, students, representatives of community and state agencies, general public and other district officials; obtain and provide information regarding District programs, services, policies, procedures, regulations and requirements; assist in resolving questions and issues as appropriate. *E*

Establish and maintain effective working relationships and communications with instructional areas, faculty and staff to facilitate coordination of schedule and catalog. *E*

Maintain, update and organize a variety of records, logs, files, and reports, including information of a confidential nature; maintain confidentiality of information related to District, personnel, students, collective bargaining, adjunct priority hire or controversial matters. *E*

Curriculum, Scheduling Coordinator- Continued

Train and provide work direction to assigned staff. *E*

Perform a variety of department support duties; answer phones; provide information regarding programs, services and requirements; interpret and apply rules and regulations as appropriate; assist in resolving questions and issues as appropriate.

Perform administrative and clerical support duties including preparing a variety of correspondence; facilitating communication between supervisor, staff and public; receiving and opening mail; and ordering and maintaining materials and supplies as needed.

Perform related duties as assigned.

KNOWLEDGE AND ABILITIES:

KNOWLEDGE OF:

Operations, organization, policies and objectives regarding curricula and instructional programs in a community college setting or similar environment.

Program, budget and other related laws and regulations by the State Chancellor's Office and county agencies.

Title V, State Education Code and other applicable laws, codes and regulations.

Class scheduling procedures, including procedures and limitations on the assignment of faculty loads.

Datatel Student System or similar.

CurricUNET Curriculum Management System or similar.

Oral and written communication skills.

Interpersonal skills using sensitivity, tact, patience and courtesy.

Operation of personal computer, software applications and other office equipment.

Correct English usage, grammar, spelling, punctuation and vocabulary.

Telephone techniques and etiquette.

ABILITY TO:

Perform advanced specialized duties to coordinate, communicate and process District programs.

Read, interpret, apply and explain rules, regulations, policies and procedures.

Perform administrative clerical support duties.

Collect and compile statistical data for reports.

Prepare and maintain a variety of correspondence, reports, records, files, logs, spreadsheets, lists, flyers and media presentations.

Work confidentially with discretion.

Analyze situations correctly and adopt effective course of action.

Attend and participate in a variety of committees, councils and events.

Operate a personal computer to enter data, maintain records and generate reports.

Plan and organize work.

Curriculum, Scheduling Coordinator- Continued

Establish and maintain cooperative and effective working relationships with others, including those from diverse academic, socioeconomic, cultural, ethnic and disability backgrounds.

Work independently with little direction.

Maintain current knowledge of programs, rules, regulations, requirements and restrictions.

EDUCATION AND EXPERIENCE:

Any combination equivalent to: Associate's degree in business, secretarial science or related subjects, five years increasingly responsible administrative support or complex secretarial experience or other related experience.

LICENSES AND OTHER REQUIREMENTS:

Valid California driver's license.

WORKING ENVIRONMENT AND PHYSICAL DEMANDS:

Disclosure:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Normal Office Environment:

While performing the duties of this job the employee is required to use fingers and hands to operate a computer keyboard; occasionally lift up to 25 pounds; see to operate a vehicle to attend off-campus meeting and visit businesses; speak and hear to communicate and make presentations.

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

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

TOPIC: Management Appointment, Director of the Associate Degree Nursing Program and Allied Health

SUBMITTED BY: Fusako Yokotobi

RECOMMENDED BY: Fusako Yokotobi Fusako Yokotobi

APPROVED BY: Christopher O'Hearn Christopher O'Hearn

Description/Background:

Recruitment for the vacancy of Director of the Associate Degree Nursing Program and Allied Health has been completed. It is recommended that Joseph Morris be given a contract, beginning on or after December 15, 2010.

Need:

Position is needed to fill the existing vacancy for the position of Director of the Associate Degree Nursing Program and Allied Health.

Fiscal Impact: Range 18 step E on the Management Salary Schedule, \$8,855/month plus benefits, budgeted.

Recommended Action:

It is recommended that the Board of Trustees approve the appointment.

Legal Review: YES ___ NOT APPLICABLE X ___

Reference for Agenda: YES X NO ___

BOARD OF TRUSTEES OF THE
VICTOR VALLEY COMMUNITY COLLEGE DISTRICT

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

Date of Offer: 12/15/2010

The Board of Trustees of the Victor Valley Community College District offers you employment in the position of Director of the Associate Degree Nursing Program and Allied Health for the period commencing January 1, 2011 and ending on June 30, 2011. This offer of employment is valid for ten (10) calendar days from the date of offer specified above. Your failure to accept this offer and to enter into this contract within the ten-day period will result either in the offer expiring, or, if you are employed, will result in your employment as an administrator being at-will at the pleasure of the Board of Trustees, pursuant to Section 72411.5 of the Education Code.

This contract expires on June 30, 2011 and is not subject to automatic re-employment pursuant to subsection 'c' of Section 72411 of the Education Code.

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

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

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

BOARD OF TRUSTEES OF THE VICTOR VALLEY COMMUNITY COLLEGE DISTRICT

By _____
Christopher O'Hearn, Ph.D., Interim Superintendent President

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

Joseph Morris

Date _____

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT

CLASS TITLE: DIRECTOR OF THE ASSOCIATE DEGREE NURSING PROGRAM AND ALLIED HEALTH

BASIC FUNCTION:

Under the direction of the assigned administrator, plan, organize, implement, coordinate and evaluate the Associate Degree Nursing (ADN) program, and Allied Health (AH) programs and courses.

REPRESENTATIVE DUTIES:

Ensure compliance with VVC, Nursing and AH policies, procedures & standards established by VVCD. *E*

Recommend to the Chief Instructional Officer matters pertaining to course offerings, staffing and facilities needs. *E*

Develop with the dean, department chairpersons, and faculty the schedule of course offerings and clinical rotation assignments. *E*

Provide a variety of technical program information and assistance to faculty, administrators, staff, clinical agencies and health facilities in order to maximize the implementation of student learning outcomes. *E*

Coordinate the selection of textbooks, equipment, supplies and teaching material for the instructional faculty. *E*

Schedule and assign faculty for teaching loads and committees. Delegate duties of team members for respective nursing and allied health courses to maintain a balanced workload among the faculty. *E*

Plan, implement, and evaluate nursing and allied health faculty orientation; Evaluate performance of nursing and allied health faculty according to district policy. *E*

Serve as chairperson of the ADN Faculty Committee, Nursing and Allied Health Advisory Committees; Serve on college, community and educational committees as needed. *E*

Prepare state and national reports, self studies, and site visits required by accrediting and governmental agencies. *E*

Prepare annual budget and maintain cost controls including district and VVCD Foundation accounts. *E*

Maintain required data and confidential information, committee meeting minutes, and confidential information within the department. *E*

Initiate, implement and monitor contractual agreements with external facilities ensuring that they are current and have appropriate approval. *E*

Submit curriculum changes, revisions and or additions of courses to the VVC Curriculum committee. *E*

Direct a program of staff development and departmental policies and practices conducive to the welfare of staff, faculty and students. *E*

Serve as the liaison with VVC Counseling, Admission and Records Department to assist with student admission, placement, course completion and graduation. *E*

Assist in writing grant proposals and monitoring and reporting grant funds. *E*

Serve as second level grievance in Nursing and AH grievance process. *E*

Assist in the development of VVC Master Plan, Program Review, Faculty Handbooks, required accreditation documents and maintain a comprehensive system of records. *E*

Act as primary liaison to develop and maintain collaborative relationships with clinical facilities, advisory boards, and other health programs within and outside of the District. *E*

Participate in recruiting, selecting and orienting faculty and staff. *E*

Supervise and evaluate assistant director, faculty and classified staff in the department. *E*

Encourage participation in professional development, staff education and cross-training. *E*

Coordinate with faculty and oversee student orientation to the programs, clinical sites, student events and community projects. *E*

Monitor and coordinate the health science computer lab classrooms and laboratory equipment. *E*

Ensure consistency and accuracy for related programs, college publications and outreach materials. *E*

Coordinate learning and testing activities in the Health Science Computer Lab. *E*

Develop department strategic plan (5 yr – 10 yr) based on community needs, student learning needs and available resources. *E*

Perform other related duties as assigned.

Board approval: 11/11/08

KNOWLEDGE AND ABILITIES:**ABILITY TO:**

Maintain an educational environment within the Nursing and AH Programs.

Maintain a comprehensive system of records.

Serve as resource person and role model to the faculty and students.

Plan, organize, coordinate, direct and evaluate the nursing education program of the District

Manage details of multiple and complex projects.

Interpret and apply mandated federal, state and accrediting agency program regulations and applicable District policies and Education Code sections.

Establish and maintain cooperative and effective working relationships with others.

Compile and prepare reports for program evaluations.

Supervise, schedule, train and evaluate instructors and staff.

EDUCATION AND EXPERIENCE:

Any combination equivalent to a master's degree or higher in Nursing, Education, or Administration; AND a minimum of two (2) years of full time experience with direct responsibility for and involvement in the administrative decision making process of an educational program; AND two years of full time experience teaching in an accredited nursing program; AND two years of full time experience as a registered nurse providing direct patient care.

LICENSES AND OTHER REQUIREMENTS:

Must hold, or be eligible to obtain and provide prior to employment, a current, valid license to practice as a professional nurse in the state of California. Additionally, possess the educational administrative experience to meet CA Board of Registered Nursing requirements for appointment as a director.

WORKING CONDITIONS:

In order to communicate this position requires ability to hear and speak;-Incumbent may be exposed to individuals with contagious diseases, contaminated body fluids, medical supplies, chemicals, sharp objects, verbally and physically abusive individuals.

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM

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

TOPIC: Management Appointment, Interim Dean of Student Services

SUBMITTED BY: Fusako Yokotobi

RECOMMENDED BY: Fusako Yokotobi Fusako Yokotobi

APPROVED BY: Christopher O'Hearn Christopher O'Hearn

Description/Background:

Tim Johnston has been recommended to fill the position of Interim Dean of Student Services beginning December 15, 2010 and ending no later than June 30, 2011.

Need:

Interim position is needed to fill the existing vacancy for the position of Dean of Student Services.

Fiscal Impact: Range 20 on the Management Salary Schedule, \$8,847 to \$11,308/month plus benefits. Budgeted.

Recommended Action:

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

Legal Review: YES ___ NOT APPLICABLE X ___

Reference for Agenda: YES X NO ___

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT

CLASS TITLE: DEAN OF STUDENT SERVICES

BASIC FUNCTION:

Under the direction of the Vice President of Student Services, plan, organize, administer, develop, and evaluate the programs, projects, and activities of assigned student services operations; provide leadership for faculty and staff in offering quality education and student support services of College students; train, supervise, and evaluate assigned personnel.

REPRESENTATIVE DUTIES:

Provide leadership for program development and work directly with faculty, classified staff, and management staff to plan for activities in areas, including but not limited to, Counseling, Outreach and Recruitment, EOPS, and DSPS; set priorities for resource needs; provide program analysis and participate in strategic and long-range instructional and student support planning for the District. *E*

Communicate with leaders in the private and public sectors and in educational agencies to determine needs for new programs and services. *E*

Determine and fulfill needs for other college sites and centers regarding student services programs and services; provide for proper staffing of functions; coordinate activities with site management personnel. *E*

Confer with Instruction Deans, Department Chairs, and faculty regarding ideas for program improvement; identify resources for development through grants and special project as applicable. *E*

Recommend and participate in development of policy as necessary for the District to properly implement, evaluate, augment, and change programs and services. *E*

Serve as the District's matriculation coordinator; develop, implement, maintain, and update the District's matriculation plan in concert with administration, counseling, advisors, faculty, and staff as it relates to assigned functions. *E*

Develop the division budget and manage financial resources consistent with District policy and sound financial management principles; allocate and re-allocate scarce resources among competing requests for funds. *E*

Facilitate partnerships with instructional division personnel, feeder high schools, and four-year transfer institutions; assure maximum course articulation for students. *E*

Dean, Student Services- Continued

Analyze requests for staff to meet short and long-term needs and make recommendations to the Vice President; assist in development of job descriptions for new positions. *E*

Train, supervise, evaluate, and direct faculty and classified staff in accordance with proper management practice and collective bargaining agreements. *E*

Organize and participate in committees for the hiring process and assure compliance with District personnel policies, procedures, and practices for the employment of faculty, classified staff, student workers, and short-term, temporary, and substitute employees. *E*

Make presentations as necessary to various groups within the District, community, and State. *E*

Communicate with subordinate managers and staff by holding regular meetings to facilitate planning and decision-making and to keep staff informed about issues and projects for the overall College student and safety regulations. *E*

Assure proper use and security of assigned facilities, equipment maintenance, and compliance with health and safety regulations. *E*

Support, implement, and promote compliance with the District's Staff Diversity and Affirmative Action Plan in all aspects of employment and education; encourage cultural and ethnic diversity in staffing, programs, and services. *E*

Maintain current knowledge of new developments and innovative student services programs in community colleges and higher education in general; recommend changes to maintain relevance of programs and services and to meet student and community needs. *E*

Organize and chair meetings, lead workshops, facilitate group discussions and involve faculty and staff in idea generation, goal setting, and decision-making. *E*

Perform related duties as assigned.

KNOWLEDGE AND ABILITIES

KNOWLEDGE OF:

Higher education in community colleges, including the mission of the California Community Colleges.

Steps in student matriculation.

Budget preparation and control.

Principles and practices of administration, supervision, and training.

Interpersonal skills using tact, patience, and courtesy.

District organization, operations, policies, and objectives.

Dean, Student Services- Continued

Oral and written communication skills.
Policies and objectives of assigned program and activities.
Information technology systems and solutions.

ABILITY TO:

Plan, organize, develop, and evaluate the programs and activities assigned student services divisions.

Utilize information technology in support of the development and delivery of student services.

Communicate effectively with students, faculty, and staff from multi-cultural backgrounds and promote access and equity.

Train, supervise, and evaluate personnel.

Read, interpret, apply, and explain rules, regulations, policies, and procedures.

Maintain current knowledge of program rules, regulations, requirements, and restrictions.

Analyze situations accurately and adopt an effective course of action.

Meet schedules and time lines.

Plan and organize work.

Work cooperatively and coordinate projects with other administrators and staff to offer effective services to students.

Understand the needs of the Division in the context of the overall student services and instructional program and participate with the management team to set goals and priorities for the College as a whole.

Organize multiple projects and carry out required project details throughout the year.

Evaluate and support recommendations for program improvements and new program efforts.

Develop grant or special projects applications.

EDUCATION AND EXPERIENCE:

Master's degree and one year of leadership experience including supervision and evaluation of student services personnel and budget management.

WORKING CONDITIONS:

Office environment.

Position requires hearing and speaking to communicate and exchange information.

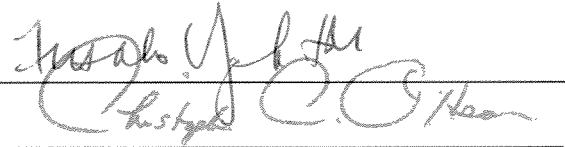
**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM**

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

TOPIC NEW CLASSIFIED POSITION, SENIOR PROGRAMMER/SOFTWARE DEVELOPER

SUBMITTED BY: Fusako Yokotobi

RECOMMENDED BY: Fusako Yokotobi



APPROVED BY: Christopher O'Hearn

Description/Background:

Senior Programmer/Software Developer position is needed in order to fulfill staffing requirements related to technology advancements and stabilization of the DATATEL student information system.

Need: Board approval is required to approve this new classified position

Fiscal Impact: Range 15 of the classified salary schedule, \$5023 plus benefits, budgeted

Recommended Action:

It is recommended that the Board of Trustees approve the new classified position of Senior Programmer/Software Developer, effective December 15, 2010.

Legal Review: YES ___ NOT APPLICABLE X ___

Reference for Agenda: YES X NO ___

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT

CLASS TITLE: SENIOR PROGRAMMER/SOFTWARE DEVELOPER

FLSA STATUS: NONEXEMPT

BASIC FUNCTION:

Under the direction of an area administrator, analyze, design, write and validate computer systems, subsystems, and programs; review, maintain, test, and modify existing systems and programs as necessary to meet specifications; develop specifications, code, procedures, testing methods, scripts, and other associated programs for the District's administrative information system; maintain proficiency in software development tools for current administrative information system.

REPRESENTATIVE DUTIES:

Prepare technical specifications (flowcharts, narratives, testing criteria, user acceptance documentation, and report examples) based on function descriptions and/or specifications. *E*

Analyze, design, code, compile and implement structured computer programs using on-line programming languages, case tools, and other appropriate software programs and systems for administrative information system. *E*

Prepare programs, scripts, and procedures that will produce files used for State and Federally mandated deliverables. *E*

Evaluate, install, support, and manage third party software used in conjunction with the District's administrative information system. *E*

Initialization and/or closeout of term files, databases, and tables used by end-users in their assigned areas. *E*

Develop, in conjunction with the Senior Systems Analyst, training materials for end-users for developed or modified programs and/or systems. *E*

Assist the Database Administrator with the allocation of databases for the testing, conversion, and live operation of the administrative information system. *E*

Review and modify legacy programs and systems to improve efficiency, to correct logic, or to correct procedural problems; estimate time and resource needs and clarify objectives to be accomplished. *E*

Consult with users to determine systems and program requirements and objectives and to identify problems in existing programs and systems; assist in determining feasibility of programming projects and long-term software goals. *E*

Participate in the planning, organization and schedule of projects and work assignments. *E*

Provide information necessary to produce systems and program documentation and procedures. *E*

Troubleshoot problems with mainframe software and assist in resolution. *E*

Maintain security of application systems and confidentiality of data. *E*

Perform related duties as assigned.

KNOWLEDGE AND ABILITIES:

KNOWLEDGE OF:

A structured programming language such as COBOL in an online, database environment.

Rapid application development tools (e.g., Microsoft Access).

The use of case tools.

Structured query language.

Technical and functional specifications and their application in structured programming.

Application design and analysis.

Principles and techniques of systems planning and programming.

Concepts and specifics of database management information systems and technology.

Principles and techniques of structured programming.

Training materials and the process to prepare them.

Design data flow and means of data collection.

Operation, capabilities, and limitations of computer equipment.

Good interpersonal skills using tact, patience, and courtesy.

ABILITY TO:

Demonstrate proficiency using standardized programming languages.

Analyze user needs, develop technical specifications, write and debug effective and efficient systems and programs.

Reason logically.

Understand simultaneous occurrence of multiple processes.

Analyze alternatives and develop effective programming solutions.

Code and debug complex software systems.

Effectively train peers and end users on new programs and procedures.

Operate computers and peripheral equipment including terminals, mass storage back-up, printers, and telephone registration systems.

Communicate effectively both orally and in writing.

Understand and follow oral and written directions.

Prepare clear, complete and concise reports and records.

Meet schedules and time lines.

Establish and maintain cooperative and effective working relationships with others.

Show evidence of sensitivity to and understanding of the diverse academic, socioeconomic, and cultural, disability, and ethnic backgrounds of community college students and staff.

EDUCATION AND EXPERIENCE:

Any combination equivalent to: Associate's degree in computer information systems (CIS), computer science, management information systems, or related field and four (4) years programming experience using a structured programming language such as COBOL.

WORKING ENVIRONMENT AND PHYSICAL DEMANDS:

Disclosure:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Normal Office Environment:

While performing the duties of this job the employee is regularly required to walk, stand, sit for extended periods of time; climb stairs; speak and hear to communicate with internal and external personnel; use hands and digits to type or handle materials; bend at the waist, kneel or crouch to work on computer equipment; and view a computer monitor for extended periods of time. The employee is occasionally required to lift, up to 40 pounds, carry, push and pull equipment. While performing the duties of this job, the noise level in the work environment is usually quiet.

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM

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

TOPIC: AFT SUNSHINE PROPOSAL TO DISTRICT
SUBMITTED BY: Benn Johnston, AFT president
RECOMMENDED BY: Fusako Yokotobi *Fusako Yokotobi*
APPROVED BY: Christopher O'Hearn *Christopher O'Hearn*

Description/Background:

AFT wishes to sunshine the following articles next year:

- Article 10, Benefits
- Article 12, Compensation

A public hearing will be held at the February board meeting to receive comments.

Need:

AFT wishes to sunshine the articles listed above.

Fiscal Impact: None

Recommended Action:

Submitted as an information item.

Legal Review: YES ___ NOT APPLICABLE X

Reference for Agenda: YES ___ NO X

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

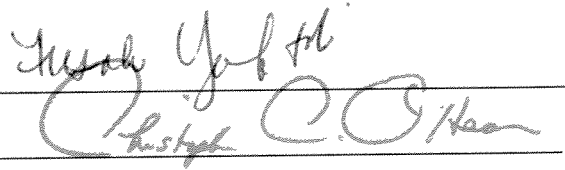
BOARD CONSENT ___ **BOARD ACTION** ___ **BOARD INFORMATION (no action required)** X___

TOPIC: SUNSHINE ITEMS WITH THE DISTRICT AND CTA

SUBMITTED BY: Fusako Yokotobi

RECOMMENDED BY: Fusako Yokotobi

APPROVED BY: Christopher O'Hearn



Description/Background:

It is the interest of Faculty Association, California Teachers Association, Chapter 1169 CCA/NEA to reopen, Article 12, Full-time Instructional Assignments.

It is the interest of Victor Valley Community College District to reopen Article 9, Benefits.

The District and CTA have a joint interest to negotiate procedures in determining units of pay and hourly rate of pay.

A public hearing will be held at the February 8, 2011 Board Meeting to receive comments.

Need:

The district wishes to sunshine the articles listed above.

Fiscal Impact: None

Recommended Action:

Submitted as an information item.

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: MONTHLY FINANCIAL REPORTS

SUBMITTED BY: Mary Pringle, Fiscal Services

RECOMMENDED BY: G.H. Javaheripour 

APPROVED BY: Christopher O'Hearn 

Description/Background:

Financial reports are being presented for the period ending June 30, 2010, for the General Fund (01), Debt Service Payment Fund (29), Bond Fund (42), Capital Outlay Projects Fund (71), Child Development Center Fund (72), Student Center Fee Fund (73), Insurance Trust Fund (75), Health Trust Fund (78), ASB, Auxiliary Services, Bookstore, and Federal Grant Funds.

Need: N/A

Fiscal Impact: None

Recommended Action:

This is an information only item.

Legal Review: YES ___ NOT APPLICABLE X

Reference for Agenda: YES X NO ___

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
2009-2010 Financial Statements
GENERAL FUND - FUND 01
As of 6/30/10

	Budget	Actual	Budget Remaining	Percentage Remaining
Beginning Fund Balance 7/1/09	\$ 10,899,622			
<u>Revenues</u>				
Federal	\$ 6,550,474	\$ 4,628,602	\$ 1,921,872	29.34%
State	40,601,257	43,553,663	-2,952,406	-7.27%
Local	12,701,552	16,462,856	-3,761,304	-29.61%
Transfers In	5,900,000	5,650,000	250,000	4.24%
<u>Total Revenues</u>	\$ 65,753,283	\$ 70,295,121	\$ (4,541,838)	-6.91%
<u>Expenditures</u>				
Academic Salaries	\$ 26,673,019	\$ 25,486,057	\$ 1,186,962	4.45%
Classified Salaries	14,425,630	13,366,430	1,059,200	7.34%
Benefits	16,150,814	15,595,148	555,666	3.44%
Supplies	1,548,759	1,303,878	244,881	15.81%
Operating Expenses	12,966,108	11,837,052	1,129,056	8.71%
Capital Outlay	1,139,552	1,583,828	-444,276	-38.99%
Transfers, Grants	541,591	365,188	176,403	32.57%
Contingency	260,968	0	260,968	100.00%
Debt Service Retirement/Interest	0	0	0	
<u>Total Expenditures</u>	\$ 73,706,441	\$ 69,537,581	\$ 4,168,860	
Excess Revenues/(Expenditures)	\$ (7,953,158)	\$ 757,540		
Month Ending Fund Balance 6/30/10		\$ 11,657,162		
Projected Ending Fund Balance	\$ 2,946,464			

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
2009-2010 Financial Statements
DEBT SERVICE PAYMENT - FUND 29
As of 6/30/10

	Budget	Actual	Budget Remaining	Percentage Remaining
Beginning Fund Balance 7/1/09	\$ 28,022,430			
<u>Revenues</u>				
Local Revenues	\$ 1,016,000	\$ 1,926,338	\$ (910,338)	-89.60%
Transfers In		\$ -	\$ -	
<u>Total Revenues</u>	<u>\$ 1,016,000</u>	<u>\$ 1,926,338</u>	<u>\$ (910,338)</u>	-89.60%
<u>Expenditures</u>				
Debt Service Payments	<u>\$ 8,600,000</u>	<u>\$ 8,350,000</u>	<u>\$ 250,000</u>	2.91%
<u>Total Expenditures</u>	<u>\$ 8,600,000</u>	<u>\$ 8,350,000</u>	<u>\$ 250,000</u>	
Net Change in Fund Balance	\$ (7,584,000)	\$ (6,423,662)		
Month Ending Fund Balance 6/30/10		\$ 21,598,768		
Projected Ending Fund Balance	\$ 20,438,430			

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
2009-2010 Financial Statements
BOND PROJECTS FUND - FUND 42
As of 6/30/10

	Budget	Actual	Budget Remaining	Percentage Remaining
Beginning Fund Balance 7/1/09	\$ 81,339,621			
<u>Revenues</u>				
Interest Income	\$ 750,000	\$ 971,442	\$ (221,442)	-29.53%
Proceeds from Bonds	\$ 259,477	\$ 274,227	\$ (14,750)	
<u>Total Revenues</u>	\$ 1,009,477	\$ 1,245,669	\$ (236,192)	-23.40%
<u>Expenditures</u>				
Supplies	\$ 1,581	\$ 658	\$ 923	
Travel	1,854	1,193	661	
Legal Expense	75,000	53,646	21,354	
Contracted Services	147,500	167,606	(20,106)	
Buildings - New & Remodel	25,099,613	17,543,862	7,555,751	30.10%
<u>Total Expenditures</u>	\$ 25,325,548	\$ 17,766,965	\$ 7,558,583	
Net Change in Fund Balance	\$ (24,316,071)	\$ (16,521,296)		
Month Ending Fund Balance 6/30/10		\$ 64,818,325		
Projected Ending Fund Balance	\$ 57,023,550			

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
2009-2010 Financial Statements
CAPITAL OUTLAY PROJECTS - FUND 71
As of 6/30/10

	Budget	Actual	Budget Remaining	Percentage Remaining
Beginning Fund Balance 7/1/09	\$ 2,880,247			
<u>Revenues</u>				
Interest Income	\$25,000	\$78,705	-\$53,705	-214.82%
Redevelopment	696,000	706,316	-10,316	-1.48%
Miscellaneous Income	0	366	-366	
Transfers In	2,700,000	2,700,000	0	0.00%
<u>Total Revenues</u>	\$ 3,421,000	\$ 3,485,387	\$ (64,387)	-1.88%
<u>Expenditures</u>				
Supplies	\$ 12,838	\$ 7,785	\$ 5,053	39.36%
Contracted Services	544,105	323,686	220,419	40.51%
Site Improvements	0	8	-8	
Buildings-New & Remodel	3,465,951	1,988,214	1,477,737	42.64%
Equipment	712,256	21,349	690,907	97.00%
Transportation Equipment	86,840	159,482	-72,642	-83.65%
Transfers/Grants/Contingency	0	0	0	
<u>Total Expenditures</u>	\$ 4,821,990	\$ 2,500,524	\$ 2,321,466	
 Net Change in Fund Balance	 \$ (1,400,990)	 \$ 984,863		
Month Ending Fund Balance 6/30/10		\$ 3,865,110		
 Projected Ending Funding Balance	 \$ 1,479,257			

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
2009-2010 Financial Statements
CHILD DEVELOPMENT CENTER - FUND 72
As of 6/30/10

	Annual Budget	YTD Actual	Budget Remaining	Percentage Remaining
Beginning Fund Balance 7/1/09	\$ 90,259			
<u>Revenues</u>				
State (OB 8620)		\$ 500	\$ (500)	
State	\$252,191	\$252,191	\$0	0.00%
Rents & Leases	60,000	56,059	3,941	6.57%
Interest Income	600	1,824	-1,224	-204.00%
Miscellaneous Income	0	34,479	-34,479	
<u>Total Revenues</u>	\$ 312,791	\$ 345,053	\$ (32,262)	-10.31%
<u>Expenditures</u>				
Academic Salaries	\$ 191,670	\$ 157,203	\$ 34,467	17.98%
Classified Salaries	98,832	111,692	-12,860	-13.01%
Benefits	93,878	78,729	15,149	16.14%
Instructional Supplies	7,500	8,046	-546	-7.28%
Operating Expenses	4,500	2,052	2,448	
Equipment	0	0	0	
Reserve/Contingencies	0	0	0	0.00%
<u>Total Expenditures</u>	\$ 396,380	\$ 357,722	\$ 38,658	
Net Change in Fund Balance	\$ (83,589)	\$ (12,669)		
Month Ending Fund Balance 6/30/10		\$ 77,590		

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
2009-2010 Financial Statements
STUDENT CENTER FEE - FUND 73
As of 6/30/10

	Budget	Actual	Budget Remaining	Percentage Remaining
Beginning Fund Balance 7/1/09	\$ 8,170			
<u>Revenues</u>	\$ 104,000	\$ 111,622	\$ (7,622)	-7.33%
<u>Expenditures</u>				
Transfers Out	\$ 104,000	\$ 112,064	\$ (8,064)	-7.75%
Net Change in Fund Balance	\$ -	\$ (442)		
Month Ending Fund Balance 6/30/10		\$ 7,728		

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
2009-2010 Financial Statements
HEALTH TRUST FUND - FUND 75
As of 6/30/10

	Budget	Actual	Budget Remaining	Percentage Remaining
Beginning Fund Balance 7/1/09	\$ 23,261			
<u>Revenues</u>				
Interest Income	\$ 1,000	\$ 335	\$ 665	66.50%
Miscellaneous Income		\$ 7,665	\$ -	
Transfers In	17,000	0	17,000	0.00%
<u>Total Revenues</u>	\$ 18,000	\$ 8,000	\$ 17,665	98.14%
<u>Expenditures</u>				
Reserve For Contingencies	\$ -	\$ -	\$ -	
Outgoing Transfers	0	0	0	
<u>Total Expenditures</u>	\$ -	\$ -	\$ -	
 Net Change in Fund Balance	 \$ 18,000	 \$ 8,000		
Month Ending Fund Balance 6/30/10		\$ 31,261		
Projected Ending Fund Balance	\$ 41,261			

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
2009-2010 Financial Statements
SELF INSURANCE TRUST - FUND 78
As of 6/30/10

	Budget	Actual	Budget Remaining	Percentage Remaining
Beginning Fund Balance 7/1/09	\$ 101,317			
<u>Revenues</u>				
Interest Income	\$ 3,000	\$ 1,089	\$ 1,911	63.70%
Miscellaneous Income	0	0	0	
Transfers In	0	0	0	
Total Revenues	<u>\$ 3,000</u>	<u>\$ 1,089</u>	<u>\$ 1,911</u>	60.74%
<u>Expenditures</u>				
Supplies	\$ 14,000	\$ 13,689	\$ 311	2.22%
Contracted Services	54,000	21,201	32,799	60.74%
New Furniture/Equipment	2,000	1,779	221	0.00%
Reserve for Contingencies	0	0	0	
Total Expenditures	<u>\$ 70,000</u>	<u>\$ 36,669</u>	<u>\$ 33,331</u>	47.62%
Net Change in Fund Balance	\$ (67,000)	\$ (35,580)		
Month Ending Fund Balance 6/30/10		\$ 65,737		
Projected Ending Fund Balance	\$ 34,317			

VICTOR VALLEY COMMUNITY COLLEGE
2009-2010 Financial Statements
RAMS BOOKSTORE
As of 6/30/10

	Budget	Actual	Budget Remaining	Percentage Remaining
Beginning Fund Balance 7/1/09	\$ 248,611			
<u>Revenues</u>	\$ 4,683,000	\$ 3,681,815	\$ 1,001,185	21.4%
Less: Cost of Goods Sold	\$ 3,550,000	\$ 2,775,420	\$ 774,580	21.8%
Gross Margin from Local Revenues	\$ 1,133,000	\$ 906,395		
Total Other Income		\$ 6,632		
<u>Total Revenues</u>	\$ 1,381,611	\$ 913,027		
<u>Expenditures</u>	\$ 1,442,500	\$ 869,898		
Estimated labor to be invoiced		\$ -		
<u>Total Expenditures</u>	\$ 1,442,500	\$ 869,898	\$ 572,602	39.7%
Revenues/(Expenditures)	\$ (309,500)	\$ 43,129	\$ (352,629)	
Month Ending Fund Balance 6/30/10		\$ 291,740		
Projected Ending Fund Balance	\$ (60,889)			

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
2009-2010 Financial Statements
AUXILIARY SERVICES
As of 6/30/10

	Budget	Actual	Budget Remaining	Percentage Remaining
Beginning Fund Balance 7/1/09	\$ 127,381			
<u>Revenues</u>	\$ 479,000	\$ 591,339	\$ (129,287)	-26.99%
Estimated "Due From" District		16,948		
<u>Total Revenues</u>		\$ 608,287		
<u>Expenditures</u>				
District	\$ 479,000	\$ 458,627	\$ 20,373	4.25%
		0		
<u>Total Expenditures</u>		\$ 458,627		
Revenues/(Expenditures)	\$ -	\$ 149,660		
Month Ending Fund Balance 6/30/10		\$ 277,041		
Projected Ending Fund Balance	\$ 127,381			

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
2009-2010 Financial Statements
ASB FUND
As of 6/30/10

	Budget	Actual	Budget Remaining	Percentage Remaining
Beginning Fund Balance 7/1/09	\$ 202,234			
<u>Revenues</u>	\$150,000	\$160,798	(\$10,798)	-7.20%
Estimated amount "Due From" District		5,387		
<u>Total Revenues</u>		\$166,185		
<u>Expenditures</u>	\$150,000	\$166,388	(\$16,388)	-10.93%
<u>Total Expenditures</u>				
Revenues/(Expenditures)	\$ -	\$ (203)		
Month Ending Fund Balance 6/30/10		\$ 202,031		
Projected Ending Fund Balance	\$ 202,234			

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
2009-2010 Financial Statements
FEDERAL/STATE GRANT FUNDS
As of 6/30/10

	Budget	Actual	Budget Remaining	Percentage Remaining
Beginning Fund Balance 7/1/09	\$ 65,911			
<u>Revenues</u>				
PELL	\$ 13,450,331	\$ 19,866,913	\$ (6,416,582)	
SEOG	297,265	\$ 285,900	11,365	
Direct Loan	7,447,270	\$ 9,310,103	-1,862,833	
Cal Grant	917,016	\$ 948,909	-31,893	
CARE	36,385	\$ 118,960	-82,575	
TRIO	50,650	\$ 26,686	23,964	
EOPS	0	\$ 8,800	-8,800	
ACG	32,725	\$ 9,180	23,545	
<u>Total Revenues</u>	<u>\$ 22,231,642</u>	<u>\$ 30,575,451</u>	<u>\$ (8,343,809)</u>	
<u>Expenditures</u>				
PELL	\$ 13,450,331	\$ 19,882,689	\$ (6,432,358)	
SEOG	297,265	\$ 284,000	13,265	
Direct Loan	7,447,270	\$ 9,294,270	-1,847,000	
Cal Grant	917,016	\$ 944,518	-27,502	
CARE	36,385	\$ 111,994	-75,609	
TRIO	50,650	\$ 26,685	23,965	
EOPS	0	\$ 8,800	-8,800	
ACG	32,725	\$ 9,430	23,295	
Bank Charges	0	\$ -	0	
Origination Fee	0	\$ -	0	
<u>Total Expenditures</u>	<u>\$ 22,231,642</u>	<u>\$ 30,562,386</u>	<u>\$ (8,330,744)</u>	
 Net Change in Fund Balance	 \$ -	 \$ 13,065		
 Month Ending Fund Balance 6/30/10		 \$ 78,976		
 Projected Ending Fund Balance	 \$ 65,911			