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

Date: December 9, 2014

Place: **Closed Session:** 5-6 p.m. Quiet Room (upstairs), Student Activities Center, Building 44, Victor Valley Community College, 18422 Bear Valley Road, Victorville, CA 92395

Open Session: 6:00 p.m. Rooms A-D (upstairs), Student Activities Center, Building 44, Victor Valley Community College, 18422 Bear Valley Road, Victorville, CA 92395

Welcome to a meeting of the Victor Valley Community College Board of Trustees. If you wish to address the Board for any reason, please complete one of the cards on the table and give it to the Board Secretary **before** the meeting is called to order. Those requesting to speak on an agenda item will be called upon under the "Public Comments Related to Agenda Items" section. Anyone wishing to speak on items not on the agenda will be called upon under the "Public Comments Not Related to Agenda Items" section. *Comments are limited to no more than three minutes per person.*

REGULAR MEETING AGENDA ~ Student Activities Center

1. CALL TO ORDER **5 p.m.**
ROLL CALL
PLEDGE OF ALLEGIANCE

ANNOUNCEMENT OF ITEMS DELETED OR CORRECTED FROM THE AGENDA

2. INSTALLATION OF NEW BOARD MEMBERS & OATH OF OFFICE & ELECTION OF OFFICERS

A. Administer Oath of Office
Joseph W. Brady, Dennis Henderson, John Pinkerton, Marianne Tortorici, Brandon Wood

B. Signing of Affidavit

C. Election of board officers

- President – Joseph W. Brady
- Vice President – John Pinkerton
- Clerk – Brandon Wood
- Representative to the County Committee on School District Organization

ANNOUNCEMENT OF ITEMS TO BE CONSIDERED IN CLOSED SESSION

CLOSED SESSION ~ Student Activities Center ~ Quiet Room

3. CLOSED SESSION **5 p.m.**

1. CONFERENCE WITH LEGAL COUNSEL – PENDING LIABILITY CLAIM
   California Government Code section 54956.9
   One Claim
   Claimant: Webb Brothers Construction

2. CONFERENCE WITH LEGAL COUNSEL – PENDING LIABILITY CLAIM
   California Government Code section 54956.9
   WCAB Case No. ADJ 92998524

3. CONFERENCE WITH LABOR NEGOTIATIONS –
   California Government Code Section 54957.6
   District Representative: Randy Erickson
   Employee Organization: CSEA, CTA, AFT Part-Time Faculty United

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

3.1 PUBLIC COMMENTS RELATED TO CLOSED SESSION ITEMS

REGULAR MEETING AGENDA ~ Board Room

This meeting will be electronically recorded

4. OPEN SESSION **6 p.m.**

4.1 Closed Session Report

4.2 SUPERINTENDENT/PRESIDENT'S REPORT
- **Academic Senate**
- **Foundation**

4.3 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.
a) CTA
b) CSEA
c) AFT Part-Time Faculty United
d) Management

PUBLIC COMMENTS RELATED TO CONSENT AGENDA ITEMS

This is the opportunity for the public to address the Board on any consent agenda items. Public comments are limited to three minutes per individual and a total of 15 minutes per topic. Speakers will be timed electronically, and all speakers will be required to address the Board from the lectern. Only those who have been recognized by the Board President will be permitted to speak. (Board Policy #2350)

5. CONSENT AGENDA

All matters listed under Consent Agenda are considered by the Board of Trustees to be routine and has been approved by the Superintendent/President (Board Policy #2430). There will be no separate discussion on these items prior to the time the Board votes on them unless a Board member requests a specific item be removed from the Consent Agenda for discussion and a separate vote. Public comment on Consent items from anyone completing a card will be heard prior to the Board's vote on the Consent Agenda.

Approval of consent items. **YES___ NO___**

5.1 Approval of the minutes of the November 11, 2014 regular Board meeting

5.2 Independent Contractor Agreement – Bonnie Castrey
Ratification of the Independent Contractor Agreement between Victor Valley Community College District and Bonnie Castrey for mediation services on August 22, 2014. Fiscal Impact: $2,285.66, District portion, budgeted item.

5.3 Non-Classified Employees
Ratification of the non-classified temporary employees. Fiscal Impact: Budgeted

5.4 Academic Equivalency Request – Irvin Bounds, Jr. - Athletics
Approval of the academic equivalency request for Irvin Bounds, Jr. – Athletics.
Fiscal Impact: None

5.5 Revised Independent Contractor Agreement – Titan Investigations Group
Ratification of the Independent Contractor Agreement between Victor Valley Community College District and Titan Investigations Group to revise the fee schedule to allow interpretation service as needed during investigations, originally Board approved on October 14, 2014. The revised schedule allows for interpretation services as needed during investigations. Fiscal Impact: $99.00/per hour, budgeted item.

5.6 Agreement – Hi Desert Communications
Ratification of the agreement between Victor Valley Community College District and Hi Desert Communications to purchase a repeater to enhance the police department radio communications. Fiscal Impact: $2,164.78, budgeted item.

5.7 Staff Out of Country Travel – Arthur Lopez
Approval of out-of-country travel for Arthur Lopez, Dean of Student Services, to attend the Hispanic Association of Colleges and Universities (HACU) 11th International Conference. The travel dates will be February 24, 2015 through February 28, 2015. Fiscal Impact: $2,046.00, budgeted item.

5.8 Agreement – California State University San Bernardino Department of Social Work
Ratification of the field experience agreement between Victor Valley Community College District and California State University San Bernardino to provide graduate social work students with field experience through the provision of Micro and Macro practice interventions. The period of this agreement is January 5, 2015 through June 30, 2015. Fiscal Impact: None

5.9 Memorandum of Understanding – Deputy Sector Navigator of Small Business for the Inland Empire
Ratification of the agreement between Victor Valley Community College District and Deputy Sector Navigator of Small Business for the Inland Empire and the Centers of Excellence based at Chaffey Community College District to identify training needs for employees and to help advance entrepreneurialism and business success. Fiscal Impact: $50,000.00 from Workforce Employment Development, budgeted item.

5.10 Memorandum of Understanding – Deputy Sector Navigator of Small Business for the Inland Empire
Ratification of the agreement between Victor Valley Community College District and Deputy Sector Navigator of Small Business for the Inland Empire and Pat Luther for designee as representative of Victor Valley College CTE programs to help facilitate development of articulation/alignment curriculum models. Fiscal Impact: $3,000.00, grant funded from Workforce Employment Development Department, budgeted item.

5.11 Memorandum of Understanding – Deputy Sector Navigator of Small Business for the Inland Empire and Copper Mountain
Ratification of the agreement between Victor Valley Community College District and Deputy Sector Navigator of Small Business for the Inland Empire and Copper Mountain to help facilitate development of articulation/alignment curriculum models. Fiscal Impact: $3,000.00, grant funded from Workforce Employment Development Department, budgeted item.

5.12 Amended Agreement – Apple Valley Post-Acute Center
Ratification of the amended agreement between Victor Valley Community College District and Apple Valley Post-Acute Center to provide clinical learning facilities for the Health Science programs. The agreement begins November 1, 2014 and terminates one (1) year at which time the agreement shall automatically renew for successive one year term thereafter. Fiscal Impact: None

5.13 Independent Contractor Agreement – Reflections Catering
Ratification of the Independent Contractor Agreement between Victor Valley Community College District and Reflections Catering to provide catering services for the Pathways Prosperity Workshop. The period of this agreement is November 12, 2014. Fiscal Impact: Not to exceed $3,000.00, budgeted item.

5.14 Agreement – Student Unpaid Internship
Ratification of a template agreement (to be filled in as internship opportunities become available) Agreement between Victor Valley Community College District and future employers (public, private and non-profits) providing unpaid internship opportunities for college students through our Internship Program through the Cooperative Education Department. The term for this agreement template shall remain in effect until any significant changes are made. Fiscal Impact: None.

5.15 Amended Agreement – Knolls West Post-Acute LLC, FKA Knolls West Convalescent Care
Ratification of the amended agreement between Victor Valley Community College District and Knolls West Post-Acute LLC, FKA Knolls West Convalescent Care to provide clinical learning facilities for the Health Science programs. The agreement begins November 1, 2014 and terminates one (1) year at which time the agreement shall automatically renew for successive one year term thereafter. Fiscal Impact: None

5.16 Contract – H&L Charter Co. Inc.
Ratification of the contract between Victor Valley Community College District and H&L Charter Co. Inc. to provide bus transportation for Puente Program Students to attend Preview/Transfer Day at Cal State Dominguez Hills on November 1, 2014. Fiscal Impact: Not to exceed $1,175.00, budget item, grant funded.

5.17 Amended Independent Contractor Agreement – Best Equipment Service
Ratification of the amended Independent Contractor Agreement between Victor Valley Community College District and Best Equipment Service, originally approved on October 14, 2014, increasing the fiscal impact by an additional $252.01. Fiscal Impact: $252.01, budgeted item.

5.18 Independent Contractor Agreement – Kelly Hall
Ratification of the amended Independent Contractor Agreement between Victor Valley Community College District and Kelly Hall to provide an up to date small business curriculum inventory. Fiscal Impact: $1,100.00, WEDD grant funded.

5.19 Agreement – Beckman Coulter
Ratification of the agreement between Victor Valley Community College District and Beckman Coulter for the servicing of the equipment used in the Biology Department. The period of this agreement is November 15, 2014 through November 14, 2015, Fiscal Impact: $1,806.25, budgeted item.

5.20 Curriculum Changes
Approval of the curriculum changes made on October 23, 2014 and October 30, 2014 and November 13, 2014 that have been recommended by the College Curriculum Committee. Fiscal Impact: None

5.21 Sub-Recipient Agreement – Antelope Valley Unified School District
Ratification of the agreement between Victor Valley Community College District and Antelope Valley Unified School District to meet the obligations under the California Career Pathways Trust 2014 Award #14-25239-67921-00. Fiscal Impact: $17,750.00, Grant Funded

5.22 Board of Trustees Payments Reports
Approval of the Board of Trustees Payments Reports. Fiscal Impact: None

5.23 Change Order – Webb Brothers Construction
Ratification of the change order for Webb Brothers Construction to complete the Music Modernization project. Fiscal Impact: $1,605.87, Bond Funded.

5.24 Notice of Completion – Webb Brothers Construction
Ratification of the Notice of Completion for Webb Brothers Construction for the work completed at the Music Building renovation and addition project. The agreement was originally Board approved on July 9, 2013. Fiscal Impact: None

5.25 Agreement – Big Ass Fans
Ratification of the agreement between Victor Valley Community College District and Big Ass Fans to supply and install a large industrial fan which includes a custom seismic kit at the Regional Public Safety Training Center. Fiscal Impact: $4,485.65, Bond Funded.

5.26 Agreement – Merrell Johnson Companies
Ratification of the agreement between Victor Valley Community College District and Merrell Johnson Companies to perform soils coring and sampling inspection services needed prior to the construction of the Vocational Complex Expansion & Renovation in the amount of $11,500.00, Bond Funded.

5.27 Agreement – United Rentals
Ratification of the agreement between Victor Valley Community College District and United Rentals to rent a scissor lift to replace and secure vent covers and light bulbs in the Main Gym Building #71. Fiscal Impact: $458.56

5.28 Agreement – USA Shade & Fabric Structures, Inc.
Ratification of the agreement between Victor Valley Community College District and USA Shade & Fabric Structures, Inc. to install two (2) shade structures at the Child Development Center, Building #12. Fiscal Impact: Not to exceed $3,949.52, budgeted item.

5.29 Agreement – Car Clinic
Ratification of the agreement between Victor Valley Community College District and Car Clinic to perform major engine work on District vehicle van #46. Fiscal Impact: $2,996.02, budgeted item.

5.30 Agreement – Hitt Plumbing Co., Inc.
Ratification of the agreement between Victor Valley Community College District and Hitt Plumbing Co., Inc. to repair a leaking water main at the Regional Public Safety Training Center. Fiscal Impact: $3,614.00, budgeted item.

5.31 Agreement – Caston, Inc.
Ratification of the agreement between Victor Valley Community College District and Caston, Inc. to repair stucco at the Performing Arts Center/Speech Drama Addition and the Main Gym. Fiscal Impact: $3,000.00, Fund 71.

5.32 Agreement – Roto-Rooter Plumbers
Ratification of the agreement between Victor Valley Community College District and Roto-Rooter Plumbers to hydro jet grease lines to determine problem areas and to provide all materials and labor to install 4 inch clean out for the grease line in the kitchen at the Student Activities Building #44. Fiscal Impact: $2,075.00, budgeted item.

5.33 Agreement Renewal– Alpha Omega Wireless, Inc.
Ratification of the renewal agreement between Victor Valley Community College District and Alpha Omega Wireless, Inc. to provide maintenance and support for the licensed Microwave that provides connectivity between the Regional Public Safety Training Center and Victor Valley College main campus. Term: 9/15/14-6/30/15. Fiscal Impact: $4,162.50, budgeted item.

5.34 Agreement – Vector Resources, Inc.
Ratification of the agreement between Victor Valley Community College District and Vector Resources, Inc. to provide fiber installation to Victor Valley College off-site campus located at the Southern California Logistics Airport. (Item #IN-77, on the Campus Technology Project List) Fiscal Impact: $13,641.94, budgeted item.

5.35 Agreement Renewal– Continuant, Inc.
Ratification of the renewal agreement between Victor Valley Community College District and Continuant, Inc. to provide maintenance support for all campus Cisco SmartNet equipment including additional equipment. Term: 8/27/14-6/30/16. Fiscal Impact: $53,150.83, budgeted item.

5.36 Agreement– Ferrilli Information Group, Inc.
Ratification of the agreement between Victor Valley Community College District and Ferrilli Information Group, Inc. to maintain software assurance (maintenance) for E-Commerce Shopping Cart to streamline the payment process for community education courses. Term: 10/20/14-10/20/15. (Item #IN-79, on the Campus Technology Project List) Fiscal Impact: $1,000.00, budgeted item.

5.37 Agreement– Netmail, Inc.
Ratification of the agreement between Victor Valley Community College District and Netmail, Inc. to purchase Professional Services for the emergency install of Netmail Secure due to system failure. (Item #IN-78, on the Campus Technology Project List) Fiscal Impact: $2,250.00, budgeted item.

5.38 Change Order – Vector Resources, Inc.
Ratification of the change order for Vector Resources, Inc. The agreement was originally approved at the November 11, 2014 Board of Trustees meeting. This change order is necessary to provide and install an additional 500 ft. cable to complete fiber installation at Southern California Logistics Airport. (Item #IN-77, on the Campus Technology Project List) Fiscal Impact: $1,343.63, budgeted item.

5.39 Agreement– XAP Corporation
Ratification of the agreement between Victor Valley Community College District and XAP Corporation to participate in an electronic transcript exchange system. Term: 7/1/14-6/30/16. (Item # IN-80, on the Campus Technology Project List) Fiscal Impact: None

5.40 Agreement– Apple Valley Communications
Ratification of the agreement between Victor Valley Community College District and Apple Valley Communications to perform a fire alarm test at the elevator tower and the Performing Arts Center/Speech Drama Addition Building. Fiscal Impact: Not to exceed $950.00, budgeted item.

5.41 License Agreement– CareerAmerica, LLC
Ratification of the license agreement between Victor Valley Community College District and CareerAmerica, LLC, originally approved December 9, 2008 to access and use online educational resources. The period of this agreement is January 1, 2015 through December 31, 2015. Fiscal Impact: $5,000.00, BFAP funded, budgeted item.

5.42 Contract Maintenance Agreement – ECMC Solutions
Ratification of the contract maintenance agreement between Victor Valley Community College District and ECMC Solutions to provide loan default prevention services. Term: 10/15/14-10/14/15. Fiscal Impact: $30,000, budgeted item.

5.43 Independent Contractor Agreement – Johnny Ramirez
Ratification of the amended Independent Contractor Agreement between Victor Valley Community College District and Johnny Ramirez to provide academic workshops/training to GEAR UP students at GEAR UP partner schools sites. The service period of this agreement is February 1 2015 through June 30, 2015. Fiscal Impact: $16,000.00, Federal GEAR UP Grant.

5.44 Memorandum of Understanding – AB86 Adult Education VVCD Regional Planning Consortium
Ratification of the Memorandum of Understanding between Victor Valley Community College District and the K12 Schools Districts (Apple Valley Unified School District). The service period is July 1, 2014 through June 30, 2015. Fiscal Impact: $20,000.00 AB 86 Adult Education State Planning Grant.

5.45 Agreement – Executive Cleaning Services
Ratification of the agreement between Victor Valley Community College District and Executive Cleaning Services for janitorial services at Southern California Logistics Airport where VVC holds classes. Fiscal Impact: $1,095.00, monthly, budgeted item.

ACTION AGENDA

PUBLIC COMMENTS RELATED TO ACTIONS ITEMS

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

6. BOARD OF TRUSTEES

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

6.2 2015 Board Calendar
Approval of the proposed 2015 calendar of Board of Trustees meetings.
Fiscal Impact: None

8. INSTRUCTIONAL SERVICES

8.1 Contract Award – Federal Bureau of Prisons **YES___ NO___**
Acceptance of the contract awarded by the Federal Bureau of Prisons located in Victorville, offering automotive instruction for student inmates at their four facility campus. The effective date of award is December 1, 2014. The base period shall extend through September 30, 2015. Fiscal Impact: $908,166.00 **Income to the District.**

10. ADMINISTRATIVE SERVICES

10.1 Hold a Public Hearing and Approve an Agreement with Climatec **YES___ NO___**

Approval to hold a public hearing regarding the agreement with Climatic

a) The Board president hereby declares the hearing open

b) The public may now comment on the agreement with Climatic to engineer and provide labor, materials and equipment to install energy efficiencies to the multi-zone air handling units in the Liberal Arts Building #30, the Science Building #31 and the Allied Health Building #32.

c) The Board president hereby declares the hearing closed

Approval of the agreement with Climatic for the energy efficient projects listed on Main Campus.

Fiscal Impact: $266,714.00, Funded by Proposition 39
$1,447.00, Funded by Southern California Edison Incentives

11. HUMAN RESOURCES

11.1 Renewal of Administrator Contracts **YES___ NO___**

Approval of the renewal of the following Administrative contracts commencing July 1, 2015 and ending June 30, 2017:

:

Executive Dean, Technology & Information Systems
Director, EOPS/CARE
Dean of Health Sciences and Public Safety
Executive Dean of Institutional Effectiveness
Instructional Dean, Instruction
Instructional dean, Humanities, Arts & Social Sciences
Director, Human Resources

Fiscal Impact: Budgeted

11.2 Non-Renewal of Administrator Contract – Director of Special Grants Programs **YES___ NO___**

Approval of the non-renewal of the Administrator Contract – Director of Special Grants Programs

Fiscal Impact: Budgeted

11.3 Management Appointment, Instructional Dean, S.T.E.M. – Hamid Eydgahi **YES___ NO___**

Approval of the appointment of Hamid Eydgahi to fill the position of Instructional Dean, S.T.E.M. beginning January 5, 2015 through June 30, 2016. Fiscal Impact: Range 20 Step G on the Management Salary Schedule $10,772.00/month plus benefits, budgeted item.

12. INFORMATION/DISCUSSION

12.1 Student Equity Report
Submitted as an informational item.

13. PUBLIC COMMENTS RELATED TO NON-AGENDA ITEMS

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

14. BOARD COMMUNICATION

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

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 11, 2014

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

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

AGENDA ~ Board Room

1. CALL TO ORDER **5 p.m.**

The Board of Trustees of Victor Valley Community College District met in Open Session on November 11, 2014 in the Board Room of the Administration Building. Board President Henderson called the meeting to order at 5 p.m.

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

Absent: Brandon Wood and Amanda Monroy

Amanda Monroy arrived at 5:15 p.m.
Brandon Wood arrived at 5:35 p.m.

PLEDGE OF ALLEGIANCE
Victoria Churgin led the Pledge of Allegiance to the Flag.

ANNOUNCEMENT OF ITEMS DELETED OR CORRECTED FROM THE AGENDA: None

CLOSED SESSION ~ West Wing Conference Room

2. CLOSED SESSION **5-6 p.m.**

2.1 **ANNOUNCEMENT OF CLOSED SESSION ITEMS:**

a) CONFERENCE WITH LABOR NEGOTIATIONS –
Government Code Section 54957.6
District Representative: Randy Erickson
Employee Organization: CSEA, CTA, AFT Part-Time Faculty United

b) PUBLIC EMPLOYEE DISCIPLINE/DISSMISSAL RELEASE
Public Employee Number 2020111114
Government Code Section 54957 (b) (1)

c) CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGTION
Government code Section 54956.9(b) – 1 case

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

At 5:01 p.m. Board President Henderson recessed to Closed Session

REGULAR MEETING AGENDA
Board Room

3. OPEN SESSION **6 p.m.**

3.1 At 5:03 p.m. Board President Henderson reconvened the meeting and Jeff Morris, Legal Counsel reported that on item a) an update was provided and direction was given to the negotiator; b) no reportable action was taken; c) it was MSC (Wood/Denson, 5-0) to deny the application for a late claim

Invocation was given by Reverend Patrick Traverse

4. SUPERINTENDENT PRESIDENTS REPORT

Academic Senate: Claude Oliver congratulated Trustees Wood and Henderson on being elected and thanked Trustee Denson for her service. In addition he also congratulated Marianne Tortorici on her election. Ed Burg was recognized for his service as Veteran. He welcomed Jeffrey Holmes who will be returning to work in DSPS. Eartha Johnson, Advisor of the Puente Club introduced the Students that participated in the Operation Gratitude program. The students spoke on their involvement in the program that was part of a community event giving back to the Veterans that have served.

Foundation: Don Brown congratulated the members of the Board on the recent election and welcomed Dr. Marianne Tortorici. He thanked Trustee Denson for her leadership on the Board and hopes she continues to be involved with VVC. Mr. Brown presented the Board of Trustees with a $17,500 check for annual proceeds of an endowment. He has pleased to report that over 610 alumni have been found thus far in the Great Alumni Hunt.

CONSENT AGENDA

Public Comment: None

It was MSC (Brady/Wood, 5-0) to approve the consent items in one motion with agenda items 5.4, 5.5 and 5.9 pulled by Trustee Pinkerton for separate discussion.

5.1 <u>Approval of the minutes of the October 14, 2014 regular Board meeting.</u>

5.2 <u>Correction – Agreement Amount - GiantPowerComm</u>
Ratification of the corrected agreement amount that was originally Board approved at the October 14, 2014 meeting (item 5.32) to run fiber from the Maintenance & Operations yard to the 1 Megawatt Solar Generating Facility. The fiscal impact was misstated and should be corrected from $2,431.73 to $5,888.00. Fiscal Impact: $5,888.00, Fund 71.

5.3 <u>Agreement – Apple Valley Communications</u>
Ratification of the agreement between Victor Valley Community College District and Apple Valley Communications to supply and install audio visual upgrades at the Music Building. Fiscal Impact: $8,112.60, Fund 42.

5.4 **PULLED FOR SEPARATE DISCUSSION (see agenda item 6.1)**
Agreement – American Air Balance Co., Inc.
It was MSC Brady/Pinkerton, 5-0) to ratify the agreement between Victor Valley Community College District and American Air Balance Co., Inc. to test, adjust and balance air-handling systems at various buildings on the Main Campus. Fiscal Impact: $33,990.00, Fund 71.

5.5 **PULLED FOR SEPARATE DISCUSSION (see agenda item 6.1)**
Agreement Amendment/Renewal – Public Economics
It was MSC (Brady/Pinkerton, 5-0) to ratify the agreement between Victor Valley Community College District and Public Economics to include additional services through June 30, 2015. The amendment is required to proceed with collecting pass-through payments due to the District from the Oversight Board of dissolved redevelopment. Fiscal Impact: $12,000.00, Fund 71.

5.6 Agreement – Idibri, Inc.
Ratification of the agreement between Victor Valley Community College District and Idibri, Inc. to perform post verification and further recommendations on the acoustics for the renovated Music Building, project. Fiscal Impact: $1,862.50, plus mileage. Bond Funded.

5.7 Board of Trustees Payments Reports
Approval of the Board of Trustees Payments Reports. Fiscal Impact: None

5.8 Agreement Renewal – Datawatch
Ratification of the renewal agreement between Victor Valley Community College District and Datawatch to continue maintenance support for Monarch software. This product provides the capability to extract, analyze and export data from existing reports without programming. Term: 11/2/14-11/1/15. Fiscal Impact: $6,223.28, budgeted item.

5.9 **PULLED FOR SEPARATE DISCUSSION (see agenda item 6.1)**
Agreement Renewal – Comodo
It was MSC (Brady/Wood, 5-0) to ratify the renewal agreement between Victor Valley Community College District and Comodo for SSL (Secure Socket Layer) domain certificates to maintain the security of Victor Valley College systems internally and externally, term: 10/18/14-7/5/15. Fiscal Impact: $4,697.41, budgeted item.

5.10 Agreement – Thermal Combustion Innovators, Inc.
Ratification of the agreement between Victor Valley Community College District and Thermal Combustion Innovators, Inc. to properly dispose of all bio-hazardous medical waste on campus for fiscal year 2014-2015. Fiscal Impact: $933.84, budgeted item.

5.11 Agreement – H&H Elevator Services
Ratification of the agreement between Victor Valley Community College District and H&H Elevator Services to provide preventive maintenance service to various elevators on campus including a 5-year load test. Fiscal Impact: $5,475.00, Fund 71.

5.12 Agreement – All American Fence Erectors
Ratification of the agreement between Victor Valley Community College District and All American Fence Erectors to install a chain-link fence at the Agriculture Building. Fiscal Impact: $2,727.00 Fund 71.

5.13 Agreement – Cal Building Systems
Ratification of the agreement between Victor Valley Community College District and Cal Building Systems to repair fire sprinkler systems at various locations on campus. Fiscal Impact: $42,723.00, Fund 71.

5.14 Agreement – CAE Healthcare, Inc.
Ratification of the agreement between Victor Valley Community College District and CAE Healthcare, Inc. for maintenance support of the iStan simulation mannequin. The period of this agreement is November 10, 2014 through November 9, 2015. Fiscal Impact: $7,613.00, budgeted item.

5.15 Independent Contractor Agreement – Deanna Hayes, Jean Huff
Ratification of the Independent Contractor Agreement between Victor Valley Community College District and Deanna Hayes, Jean Huff to provide K16 Bridge Program coordination services at designated school sites. The service period for these agreements is September 24, 2014 through May 23, 2015. Fiscal Impact: Not to exceed $1,000, budgeted item.

5.16 HIPAA Business Agreement – Victor Valley Global Medical Center
Ratification of the agreement between Victor Valley Community College District and Victor Valley Global Medical Center to provide for the confidentiality of patient information for Registered Nursing and other Health Sciences programs of the District. Fiscal Impact: None.

5.17 Independent Contractor Agreement – Fire & Police Selection, Inc.
Ratification of the Independent Contractor Agreement between Victor Valley Community College District and Fire & Police Selection, Inc. to gain site certification for the Entry-Level Firefighter Physical Ability Test (PAT). The service period for this agreement is October 3, 2014. Fiscal Impact: $8,994 ($5,400 funded through Perkins IV Grant).

5.18 Agreement Renewal – Freedom Scientific
Ratification of the software maintenance renewal agreement between Victor Valley Community College District and Freedom Scientific for JAWS Professional Version 15.0. The period of this agreement is October 1, 2014 through June 30, 2015. Fiscal Impact: $325.22, budgeted item.

5.19 Agreement – Yosemite Community College District Child Development Training Consortium
Ratification of the agreement between Victor Valley Community College District and Yosemite Community College District Child Development Training Consortium to benefit VVC students who are currently employed in an early childhood setting, encouraging them to return to school to further their education and increase their skills. Fiscal Impact: **$9,375.00 to the District.**

5.20 Agreement – University Enterprises Corporation at CSUSB
Ratification of the agreement between Victor Valley Community College District and University Enterprises Corporation at CSUSB to provide GED Prep and Basic Computer Skills training to clients of the California State Re-Entry Initiative (CSRI) based at CSUSB. The term of this agreement is July 1, 2014 through June 30, 2015. Fiscal Impact: **$50,000.00 income to the District.**

5.21 Interim Use Permit – San Bernardino County Regional Parks Department
Ratification of the interim use permit between Victor Valley Community College District and San Bernardino County Regional Parks Department, Glen Helen Regional Park for a Cross County Event. The term of this agreement is October 3, 2014. Fiscal Impact: Not to exceed $400.00, budgeted item.

5.22 Contract – The Woodall Group
Ratification of the contract between Victor Valley Community College District and The Woodall Group to provide Live Scan fingerprinting services to both Certified Nursing Assistants (CNA) and Registered Nursing (RN) students. The term of this agreement is July 1, 2014 through June 30, 2015. Fiscal Impact: $3,500.00 estimated to cover CNA program, budgeted item. RN Program students self-pay for services.

5.23 Agreement – Desert Cities Mediation
Ratification of the agreement between Victor Valley Community College District and Desert Cities Mediation to provide arbitration services on December 16-19, 2014. Fiscal Impact: $6,000.00, budgeted item.

5.24 Non-Classified Employees
Ratification of the Non-Classified employees listed. Fiscal Impact: Budgeted.

5.25 Clinical Facility Use Contract – California Department of Veterans Affairs
Ratification of the agreement between Victor Valley Community College District and California Department of Veterans Affairs to provide clinical learning facilities for the Health Science program. The agreement begins January 1, 2015 through December 31, 2017. Fiscal Impact: None.

5.26 Curriculum Changes
Approval of the curriculum changes made on September 25, 2014 and October 9, 2014 that have been recommended by the College Curriculum Committee. Fiscal Impact: None

5.27 Amendment – 2014-2015 Academic Calendar
Approval of the amendment of the 2014-2015 academic calendar, originally Board approved December 10, 2013 to include the 2015 winter session. Fiscal Impact: None

ACTION AGENDA

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

6. BOARD OF TRUSTEES

6.1 Separate approval of items pulled from consent agenda

7. SUPERINTENDENT/PRESIDENT

7.1 Naming Recognition for Willie Davis Pringle Athletic Training Room
It was MSC (Wood/Brady, 5-0) to approve of the naming of the training room as the Willie Davis Pringle Athletic Training Room perpetuity beginning November 12, 2014. Fiscal Impact: None, funds to be donated for naming signage.

8. INSTRUCTION

8.1 FY 2015-16 Continued Funding Application
It was MSC (Brady/Denson, 5-0) to review the FY2015-16 Continued Funding Application in order to comply with the CDE-CDD funding requirements. Fiscal Impact: Earning capability of approximately $100,000 for FY 2015-2016.

8.2 MOU-AB86 Adult Education VVCCD Regional Planning Consortium
It was MSC (Pinkerton/Brady, 5-0) to ratify the Memorandum of Understanding between Victor Valley Community College District and the K12 School Districts comprising the AB86 Adult Education Victor Valley Community College District Regional Planning Consortium. The service period is July 1, 2014 through June 30, 2015. Fiscal Impact: $60,000.00, budgeted item, AB86 Adult Education State Planning Grant.

8.3 Tech Fee – Emergency Medical Services
It was MSC (Pinkerton/Denson, 5-0) to approve the Technology fee for EMS 80 Paramedic Anatomy & Physiology effective winter 2015 semester to provide each student with an Apple iPad Mini 32GB. This fee may be waived if the student has their own iPad meeting the requirements of the program. Fiscal Impact: None

Dr. Wagner: announced that the item should read as an instructional fee and not technology fee

8.4 Fees – Emergency Medical Services
It was MSC (Brady/Pinkerton, 5-0) to approve the materials fee charge for the following courses:

EMS 81 – Intro to EMS	$800.00
EMS 82 – Paramedic Cardiology	$110.00
EMS 83 – Paramedic Pharmacology	$110.00
EMS 84 – Paramedic Theory	$110.00

These materials will be effective with the winter/spring 2015 semester. Fiscal Impact: None to the District

10. ADMINISTRATIVE SERVICES

10.1 Award Contract – Landscape Phase II – Micon Construction
It was MSC (Brady/Pinkerton, 4-1, Pinkerton No) to approve to award the contract to Micon Construction for the second phase of the Landscape Sustainability Project. Fiscal Impact: $312,196.07, Fund 71.

11. HUMAN RESOURCES

11.1 PUBLIC COMMENT: Ed Burg
Management Appointment, Director of Disabled Student Program and Services – Jeffrey Holmes
It was MSC (Brady/Pinkerton, 5-0) to approve the appointment of Jeffrey Holmes, Director of Disabled Student Program and Services, beginning November 12, 2014 through June 30, 2016. Fiscal Impact: Range 18 Step H on the Management Salary Schedule, $9,295/month, plus benefits, budgeted item.

12. REPORTS

CTA – Lisa Ellis
CSEA – Justin Gatewood
AFT Part Time-Faculty United – Lynne Glickstein
Management – Steve Garcia

13. PUBLIC COMMENTS RELATED TO NON-AGENDA ITEMS: Ed Burg, Adele McClain

14. Board Communication

John Pinkerton: liked what the Reverend said this evening. Every decision made should put student's first enhancing student success.

Joseph W. Brady: congratulated all trustees on their election. He appreciated Lorrie Denson's calming effect and leadership. Congratulated the VVC football team on their accomplishment. Coach Hoover is doing a great job pointed out that a recruiter from Utah was present at the last game. He thanked the Reverend for his comments.

Dennis Henderson: is grateful to all for the support with the election and is humbled by all those that voted for him. Thanked all Veterans for their service. Appreciated Trustee Denson's service on the Board that was done with dignity. Congratulated Trustee Wood and Dr. Tortorici on their election.

Brandon Wood: congratulated fellow trustees who won and thanked Trustee Denson for her leadership leading the college with dignity and grace. She will be a great loss to the students and the Board. He recently attended the Joint Fall meeting in Moreno Valley with Trustee Denson and will be attend upcoming CCLC event. His goal is to complete the Board certification before Joseph W. Brady. He wished everyone a Happy Veteran's Day. He congratulated the Women's volleyball team with a 10-0 win.

Lorrie Denson: saluted and honored the veterans who take care of our great nation. Thanked the Reverend in a great innovation. She was disappointed for not being elected and is looking forward to great things coming from Marianne Tortorici. The Excellence in Trusteeship Program is an important part of the Board's responsibility and she challenged Trustee Henderson in obtaining his certification. She recently attended the Joint Fall meeting in Moreno Valley with Trustee Wood.

Amanda Monroy: asked all Veterans to stand and offered her deepest appreciation for serving. She recently attended a conference in New Orleans and assisted with the St. Bernard project. Students with VVC represented a case advocating the lowering of the independent age to accommodate more students that are not able to quality for financial aid. December will feature the Lights of Love event. Lastly over 200 classes with over 30 disciplines will be added for the winter session.

15. ADJOURNMENT

It was MSC (Brady/Pinkerton, 5-0) to adjourn the meeting at 7:55 p.m.

_____ _____

John Pinkerton, Clerk Date Approved

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

Date: December 9, 2014

Place: **Closed Session:** 5-6 p.m. Quiet Room (upstairs), Student Activities Center, Building 44, Victor Valley Community College, 18422 Bear Valley Road, Victorville, CA 92395

Open Session: 6:00 p.m. Rooms A-D (upstairs), Student Activities Center, Building 44, Victor Valley Community College, 18422 Bear Valley Road, Victorville, CA 92395

Welcome to a meeting of the Victor Valley Community College Board of Trustees. If you wish to address the Board for any reason, please complete one of the cards on the table and give it to the Board Secretary **before** the meeting is called to order. Those requesting to speak on an agenda item will be called upon under the "Public Comments Related to Agenda Items" section. Anyone wishing to speak on items not on the agenda will be called upon under the "Public Comments Not Related to Agenda Items" section. *Comments are limited to no more than three minutes per person.*

REGULAR MEETING AGENDA ~ Student Activities Center

1. CALL TO ORDER **5 p.m.**
ROLL CALL
PLEDGE OF ALLEGIANCE

ANNOUNCEMENT OF ITEMS DELETED OR CORRECTED FROM THE AGENDA

2. INSTALLATION OF NEW BOARD MEMBERS & OATH OF OFFICE & ELECTION OF OFFICERS

A. Administer Oath of Office
Joseph W. Brady, Dennis Henderson, John Pinkerton, Marianne Tortorici, Brandon Wood

B. Signing of Affidavit

C. Election of board officers

- President – Joseph W. Brady
- Vice President – John Pinkerton
- Clerk – Brandon Wood
- Representative to the County Committee on School District Organization

ANNOUNCEMENT OF ITEMS TO BE CONSIDERED IN CLOSED SESSION

CLOSED SESSION ~ Student Activities Center ~ Quiet Room

3. CLOSED SESSION **5 p.m.**

1. CONFERENCE WITH LEGAL COUNSEL – PENDING LIABILITY CLAIM
   California Government Code section 54956.9
   One Claim
   Claimant: Webb Brothers Construction

2. CONFERENCE WITH LEGAL COUNSEL – PENDING LIABILITY CLAIM
   California Government Code section 54956.9
   WCAB Case No. ADJ 92998524

3. CONFERENCE WITH LABOR NEGOTIATIONS –
   California Government Code Section 54957.6
   District Representative: Randy Erickson
   Employee Organization: CSEA, CTA, AFT Part-Time Faculty United

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

3.1 PUBLIC COMMENTS RELATED TO CLOSED SESSION ITEMS

REGULAR MEETING AGENDA ~ Board Room

This meeting will be electronically recorded

4. OPEN SESSION **6 p.m.**

4.1 Closed Session Report

4.2 SUPERINTENDENT/PRESIDENT'S REPORT
- **Academic Senate**
- **Foundation**

4.3 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.
a) CTA
b) CSEA
c) AFT Part-Time Faculty United
d) Management

PUBLIC COMMENTS RELATED TO CONSENT AGENDA ITEMS

This is the opportunity for the public to address the Board on any consent agenda items. Public comments are limited to three minutes per individual and a total of 15 minutes per topic. Speakers will be timed electronically, and all speakers will be required to address the Board from the lectern. Only those who have been recognized by the Board President will be permitted to speak. (Board Policy #2350)

5. CONSENT AGENDA

All matters listed under Consent Agenda are considered by the Board of Trustees to be routine and has been approved by the Superintendent/President (Board Policy #2430). There will be no separate discussion on these items prior to the time the Board votes on them unless a Board member requests a specific item be removed from the Consent Agenda for discussion and a separate vote. Public comment on Consent items from anyone completing a card will be heard prior to the Board's vote on the Consent Agenda.

Approval of consent items. **YES___ NO___**

5.1 Approval of the minutes of the November 11, 2014 regular Board meeting

5.2 Independent Contractor Agreement – Bonnie Castrey
Ratification of the Independent Contractor Agreement between Victor Valley Community College District and Bonnie Castrey for mediation services on August 22, 2014. Fiscal Impact: $2,285.66, District portion, budgeted item.

5.3 Non-Classified Employees
Ratification of the non-classified temporary employees. Fiscal Impact: Budgeted

5.4 Academic Equivalency Request – Irvin Bounds, Jr. - Athletics
Approval of the academic equivalency request for Irvin Bounds, Jr. – Athletics.
Fiscal Impact: None

5.5 Revised Independent Contractor Agreement – Titan Investigations Group
Ratification of the Independent Contractor Agreement between Victor Valley Community College District and Titan Investigations Group to revise the fee schedule to allow interpretation service as needed during investigations, originally Board approved on October 14, 2014. The revised schedule allows for interpretation services as needed during investigations. Fiscal Impact: $99.00/per hour, budgeted item.

5.6 Agreement – Hi Desert Communications
Ratification of the agreement between Victor Valley Community College District and Hi Desert Communications to purchase a repeater to enhance the police department radio communications. Fiscal Impact: $2,164.78, budgeted item.

5.7 Staff Out of Country Travel – Arthur Lopez
Approval of out-of-country travel for Arthur Lopez, Dean of Student Services, to attend the Hispanic Association of Colleges and Universities (HACU) 11th International Conference. The travel dates will be February 24, 2015 through February 28, 2015. Fiscal Impact: $2,046.00, budgeted item.

5.8 Agreement – California State University San Bernardino Department of Social Work
Ratification of the field experience agreement between Victor Valley Community College District and California State University San Bernardino to provide graduate social work students with field experience through the provision of Micro and Macro practice interventions. The period of this agreement is January 5, 2015 through June 30, 2015. Fiscal Impact: None

5.9 Memorandum of Understanding – Deputy Sector Navigator of Small Business for the Inland Empire
Ratification of the agreement between Victor Valley Community College District and Deputy Sector Navigator of Small Business for the Inland Empire and the Centers of Excellence based at Chaffey Community College District to identify training needs for employees and to help advance entrepreneurialism and business success. Fiscal Impact: $50,000.00 from Workforce Employment Development, budgeted item.

5.10 Memorandum of Understanding – Deputy Sector Navigator of Small Business for the Inland Empire
Ratification of the agreement between Victor Valley Community College District and Deputy Sector Navigator of Small Business for the Inland Empire and Pat Luther for designee as representative of Victor Valley College CTE programs to help facilitate development of articulation/alignment curriculum models. Fiscal Impact: $3,000.00, grant funded from Workforce Employment Development Department, budgeted item.

5.11 Memorandum of Understanding – Deputy Sector Navigator of Small Business for the Inland Empire and Copper Mountain
Ratification of the agreement between Victor Valley Community College District and Deputy Sector Navigator of Small Business for the Inland Empire and Copper Mountain to help facilitate development of articulation/alignment curriculum models. Fiscal Impact: $3,000.00, grant funded from Workforce Employment Development Department, budgeted item.

5.12 Amended Agreement – Apple Valley Post-Acute Center
Ratification of the amended agreement between Victor Valley Community College District and Apple Valley Post-Acute Center to provide clinical learning facilities for the Health Science programs. The agreement begins November 1, 2014 and terminates one (1) year at which time the agreement shall automatically renew for successive one year term thereafter. Fiscal Impact: None

5.13 Independent Contractor Agreement – Reflections Catering
Ratification of the Independent Contractor Agreement between Victor Valley Community College District and Reflections Catering to provide catering services for the Pathways Prosperity Workshop. The period of this agreement is November 12, 2014. Fiscal Impact: Not to exceed $3,000.00, budgeted item.

5.14 Agreement – Student Unpaid Internship
Ratification of a template agreement (to be filled in as internship opportunities become available) Agreement between Victor Valley Community College District and future employers (public, private and non-profits) providing unpaid internship opportunities for college students through our Internship Program through the Cooperative Education Department. The term for this agreement template shall remain in effect until any significant changes are made. Fiscal Impact: None.

5.15 Amended Agreement – Knolls West Post-Acute LLC, FKA Knolls West Convalescent Care
Ratification of the amended agreement between Victor Valley Community College District and Knolls West Post-Acute LLC, FKA Knolls West Convalescent Care to provide clinical learning facilities for the Health Science programs. The agreement begins November 1, 2014 and terminates one (1) year at which time the agreement shall automatically renew for successive one year term thereafter. Fiscal Impact: None

5.16 Contract – H&L Charter Co. Inc.
Ratification of the contract between Victor Valley Community College District and H&L Charter Co. Inc. to provide bus transportation for Puente Program Students to attend Preview/Transfer Day at Cal State Dominguez Hills on November 1, 2014. Fiscal Impact: Not to exceed $1,175.00, budget item, grant funded.

5.17 Amended Independent Contractor Agreement – Best Equipment Service
Ratification of the amended Independent Contractor Agreement between Victor Valley Community College District and Best Equipment Service, originally approved on October 14, 2014, increasing the fiscal impact by an additional $252.01. Fiscal Impact: $252.01, budgeted item.

5.18 Independent Contractor Agreement – Kelly Hall
Ratification of the amended Independent Contractor Agreement between Victor Valley Community College District and Kelly Hall to provide an up to date small business curriculum inventory. Fiscal Impact: $1,100.00, WEDD grant funded.

5.19 Agreement – Beckman Coulter
Ratification of the agreement between Victor Valley Community College District and Beckman Coulter for the servicing of the equipment used in the Biology Department. The period of this agreement is November 15, 2014 through November 14, 2015, Fiscal Impact: $1,806.25, budgeted item.

5.20 Curriculum Changes
Approval of the curriculum changes made on October 23, 2014 and October 30, 2014 and November 13, 2014 that have been recommended by the College Curriculum Committee. Fiscal Impact: None

5.21 Sub-Recipient Agreement – Antelope Valley Unified School District
Ratification of the agreement between Victor Valley Community College District and Antelope Valley Unified School District to meet the obligations under the California Career Pathways Trust 2014 Award #14-25239-67921-00. Fiscal Impact: $17,750.00, Grant Funded

5.22 Board of Trustees Payments Reports
Approval of the Board of Trustees Payments Reports. Fiscal Impact: None

5.23 Change Order – Webb Brothers Construction
Ratification of the change order for Webb Brothers Construction to complete the Music Modernization project. Fiscal Impact: $1,605.87, Bond Funded.

5.24 Notice of Completion – Webb Brothers Construction
Ratification of the Notice of Completion for Webb Brothers Construction for the work completed at the Music Building renovation and addition project. The agreement was originally Board approved on July 9, 2013. Fiscal Impact: None

5.25 Agreement – Big Ass Fans
Ratification of the agreement between Victor Valley Community College District and Big Ass Fans to supply and install a large industrial fan which includes a custom seismic kit at the Regional Public Safety Training Center. Fiscal Impact: $4,485.65, Bond Funded.

5.26 Agreement – Merrell Johnson Companies
Ratification of the agreement between Victor Valley Community College District and Merrell Johnson Companies to perform soils coring and sampling inspection services needed prior to the construction of the Vocational Complex Expansion & Renovation in the amount of $11,500.00, Bond Funded.

5.27 Agreement – United Rentals
Ratification of the agreement between Victor Valley Community College District and United Rentals to rent a scissor lift to replace and secure vent covers and light bulbs in the Main Gym Building #71. Fiscal Impact: $458.56

5.28 Agreement – USA Shade & Fabric Structures, Inc.
Ratification of the agreement between Victor Valley Community College District and USA Shade & Fabric Structures, Inc. to install two (2) shade structures at the Child Development Center, Building #12. Fiscal Impact: Not to exceed $3,949.52, budgeted item.

5.29 Agreement – Car Clinic
Ratification of the agreement between Victor Valley Community College District and Car Clinic to perform major engine work on District vehicle van #46. Fiscal Impact: $2,996.02, budgeted item.

5.30 Agreement – Hitt Plumbing Co., Inc.
Ratification of the agreement between Victor Valley Community College District and Hitt Plumbing Co., Inc. to repair a leaking water main at the Regional Public Safety Training Center. Fiscal Impact: $3,614.00, budgeted item.

5.31 Agreement – Caston, Inc.
Ratification of the agreement between Victor Valley Community College District and Caston, Inc. to repair stucco at the Performing Arts Center/Speech Drama Addition and the Main Gym. Fiscal Impact: $3,000.00, Fund 71.

5.32 Agreement – Roto-Rooter Plumbers
Ratification of the agreement between Victor Valley Community College District and Roto-Rooter Plumbers to hydro jet grease lines to determine problem areas and to provide all materials and labor to install 4 inch clean out for the grease line in the kitchen at the Student Activities Building #44. Fiscal Impact: $2,075.00, budgeted item.

5.33 Agreement Renewal– Alpha Omega Wireless, Inc.
Ratification of the renewal agreement between Victor Valley Community College District and Alpha Omega Wireless, Inc. to provide maintenance and support for the licensed Microwave that provides connectivity between the Regional Public Safety Training Center and Victor Valley College main campus. Term: 9/15/14-6/30/15. Fiscal Impact: $4,162.50, budgeted item.

5.34 Agreement – Vector Resources, Inc.
Ratification of the agreement between Victor Valley Community College District and Vector Resources, Inc. to provide fiber installation to Victor Valley College off-site campus located at the Southern California Logistics Airport. (Item #IN-77, on the Campus Technology Project List) Fiscal Impact: $13,641.94, budgeted item.

5.35 Agreement Renewal– Continuant, Inc.
Ratification of the renewal agreement between Victor Valley Community College District and Continuant, Inc. to provide maintenance support for all campus Cisco SmartNet equipment including additional equipment. Term: 8/27/14-6/30/16. Fiscal Impact: $53,150.83, budgeted item.

5.36 Agreement– Ferrilli Information Group, Inc.
Ratification of the agreement between Victor Valley Community College District and Ferrilli Information Group, Inc. to maintain software assurance (maintenance) for E-Commerce Shopping Cart to streamline the payment process for community education courses. Term: 10/20/14-10/20/15. (Item #IN-79, on the Campus Technology Project List) Fiscal Impact: $1,000.00, budgeted item.

5.37 Agreement– Netmail, Inc.
Ratification of the agreement between Victor Valley Community College District and Netmail, Inc. to purchase Professional Services for the emergency install of Netmail Secure due to system failure. (Item #IN-78, on the Campus Technology Project List) Fiscal Impact: $2,250.00, budgeted item.

5.38 Change Order – Vector Resources, Inc.
Ratification of the change order for Vector Resources, Inc. The agreement was originally approved at the November 11, 2014 Board of Trustees meeting. This change order is necessary to provide and install an additional 500 ft. cable to complete fiber installation at Southern California Logistics Airport. (Item #IN-77, on the Campus Technology Project List) Fiscal Impact: $1,343.63, budgeted item.

5.39 Agreement– XAP Corporation
Ratification of the agreement between Victor Valley Community College District and XAP Corporation to participate in an electronic transcript exchange system. Term: 7/1/14-6/30/16. (Item # IN-80, on the Campus Technology Project List) Fiscal Impact: None

5.40 Agreement– Apple Valley Communications
Ratification of the agreement between Victor Valley Community College District and Apple Valley Communications to perform a fire alarm test at the elevator tower and the Performing Arts Center/Speech Drama Addition Building. Fiscal Impact: Not to exceed $950.00, budgeted item.

5.41 License Agreement– CareerAmerica, LLC
Ratification of the license agreement between Victor Valley Community College District and CareerAmerica, LLC, originally approved December 9, 2008 to access and use online educational resources. The period of this agreement is January 1, 2015 through December 31, 2015. Fiscal Impact: $5,000.00, BFAP funded, budgeted item.

5.42 Contract Maintenance Agreement – ECMC Solutions
Ratification of the contract maintenance agreement between Victor Valley Community College District and ECMC Solutions to provide loan default prevention services. Term: 10/15/14-10/14/15. Fiscal Impact: $30,000, budgeted item.

5.43 Independent Contractor Agreement – Johnny Ramirez
Ratification of the amended Independent Contractor Agreement between Victor Valley Community College District and Johnny Ramirez to provide academic workshops/training to GEAR UP students at GEAR UP partner schools sites. The service period of this agreement is February 1 2015 through June 30, 2015. Fiscal Impact: $16,000.00, Federal GEAR UP Grant.

5.44 Memorandum of Understanding – AB86 Adult Education VVCD Regional Planning Consortium
Ratification of the Memorandum of Understanding between Victor Valley Community College District and the K12 Schools Districts (Apple Valley Unified School District). The service period is July 1, 2014 through June 30, 2015. Fiscal Impact: $20,000.00 AB 86 Adult Education State Planning Grant.

5.45 Agreement – Executive Cleaning Services
Ratification of the agreement between Victor Valley Community College District and Executive Cleaning Services for janitorial services at Southern California Logistics Airport where VVC holds classes. Fiscal Impact: $1,095.00, monthly, budgeted item.

ACTION AGENDA

PUBLIC COMMENTS RELATED TO ACTIONS ITEMS

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

6. BOARD OF TRUSTEES

6.1 Separate approval of items pulled from consent agenda YES___ NO___

6.2 2015 Board Calendar
Approval of the proposed 2015 calendar of Board of Trustees meetings.
Fiscal Impact: None

8. INSTRUCTIONAL SERVICES

8.1 Contract Award – Federal Bureau of Prisons YES___ NO___
Acceptance of the contract awarded by the Federal Bureau of Prisons located in Victorville, offering automotive instruction for student inmates at their four facility campus. The effective date of award is December 1, 2014. The base period shall extend through September 30, 2015. Fiscal Impact: $908,166.00 **Income to the District.**

10. ADMINISTRATIVE SERVICES

10.1 Hold a Public Hearing and Approve an Agreement with Climatec YES___ NO___

Approval to hold a public hearing regarding the agreement with Climatic

a) The Board president hereby declares the hearing open

b) The public may now comment on the agreement with Climatic to engineer and provide labor, materials and equipment to install energy efficiencies to the multi-zone air handling units in the Liberal Arts Building #30, the Science Building #31 and the Allied Health Building #32.

c) The Board president hereby declares the hearing closed

Approval of the agreement with Climatic for the energy efficient projects listed on Main Campus.

Fiscal Impact: $266,714.00, Funded by Proposition 39
$1,447.00, Funded by Southern California Edison Incentives

11. HUMAN RESOURCES

11.1 Renewal of Administrator Contracts YES___ NO___

Approval of the renewal of the following Administrative contracts commencing July 1, 2015 and ending June 30, 2017:

:

Executive Dean, Technology & Information Systems
Director, EOPS/CARE
Dean of Health Sciences and Public Safety
Executive Dean of Institutional Effectiveness
Instructional Dean, Instruction
Instructional dean, Humanities, Arts & Social Sciences
Director, Human Resources

Fiscal Impact: Budgeted

11.2 Non-Renewal of Administrator Contract – Director of Special Grants Programs YES___ NO___

Approval of the non-renewal of the Administrator Contract – Director of Special Grants Programs

Fiscal Impact: Budgeted

11.3 Management Appointment, Instructional Dean, S.T.E.M. – Hamid Eydgahi YES___ NO___

Approval of the appointment of Hamid Eydgahi to fill the position of Instructional Dean, S.T.E.M. beginning January 5, 2015 through June 30, 2016. Fiscal Impact: Range 20 Step G on the Management Salary Schedule $10,772.00/month plus benefits, budgeted item.

12. INFORMATION/DISCUSSION

12.1 Student Equity Report
Submitted as an informational item.

13. PUBLIC COMMENTS RELATED TO NON-AGENDA ITEMS

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

14. BOARD COMMUNICATION

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

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.

Meeting Date: December 9, 2014 Item Number: 5.2

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM

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

TOPIC: INDEPENDENT CONTRACTOR AGREEMENT— Bonnie Castrey

SUBMITTED BY: Trinda Best

RECOMMENDED BY: Trinda Best

APPROVED BY: Roger W. Wagner

Description/Background:

The District and AFT Part-Time Faculty United, Local 6286, AFL-CIO went through the Fact Finding process and hearing, which required facts to be heard by a neutral mediation officer.

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

Need:

A hearing was conducted by a neutral hearing officer on August 22, 2014.

Fiscal Impact:

$2,285.66 – District portion. Budgeted item

Recommended Action:

It is recommended that the Board of Trustees ratify the agreement with Bonnie P. Castrey for mediation services on August 22, 2014.

Legal Review: YES ___ NOT APPLICABLE X

Reference for Agenda: YES ___ NO X

Meeting Date: December 9, 2014 Item Number: 5.3

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM

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

TOPIC: NON-CLASSIFIED EMPLOYEES

SUBMITTED BY: Trinda Best

RECOMMENDED BY: Trinda Best

APPROVED BY: Roger W. Wagner

Description/Background:

The persons recommended for employment who are listed on the attached referenced sheet have been designated to perform specified job duties consistent with the provisions of Education Code 88003.

Need:

Non-classified temporary employees per attached list.

Fiscal Impact:

Budgeted.

Recommended Action:

It is recommended that the Board of Trustees approve and/or ratify the appointments as listed.

Legal Review: YES ___ NOT APPLICABLE_X__

Reference for Agenda: YES _X_ NO___

SHORT-TERM WORKERS BOT APPROVAL LIST

VICTOR VALLEY COLLEGE			Excel - NonClassified Log.xls		November 3, 2014
NON-CLASSIFIED EMPLOYEES					
NAME	REQUESTED DATES OF EMPLOYMENT	APPROVAL DATE	TYPE OF POSITION	POSITION	DEPARTMENT
Borini-Stewart, Andre	11/12/14-02/21/15	11/11/2014	Short-Term Worker	Asst. Coach - W. Basketball	Athletics
Flores, Alejandra	08/01/14-11/15/14	11/11/2014	Short-Term Worker-Ratify	Asst. Coach - W. Soccer	Athletics
James, Wesley	11/12/14-12/22/14	11/11/2014	Short-Term Worker	Office Worker	Financial Aid
Swanberg, Virginia	11/12/14-12/22/14	11/11/2014	Short-Term Worker	Office Worker	DSPS
Thomas II, Richard	11/12/14-02/21/15	11/11/2014	Short-Term Worker	Asst. Coach - W. Basketball	Athletics
Warren, Olivia	11/12/14-06/13/15	11/11/2014	Short-Term Worker	Life Drawing Model	Art/Photo
Williams, Clyde	11/12/14-02/21/15	11/11/2014	Short-Term Worker	Asst. Coach - W. Basketball	Athletics

SHORT-TERM WORKERS BOT APPROVAL LIST

VICTOR VALLEY COLLEGE			Excel - NonClassified Log.xls		December 9, 2014
NON-CLASSIFIED EMPLOYEES					
NAME	REQUESTED DATES OF EMPLOYMENT	APPROVAL DATE	TYPE OF POSITION	POSITION	DEPARTMENT
Borini-Stewart, Andre	10/01/14-02/21/15	12/9/2014	Short-Term Worker-Ratify	Asst. Coach - W. Basketball	Athletics
Donell-Thomas, Mari	12/15/13-01/15/14	12/9/2014	Short-Term Worker	Asst. Coach-Softball	Athletics
Kosik, Justin	10/15/14-02/22/15	12/9/2014	Short-Term Worker-Ratify	Asst. Coach-M. Basketball	Athletics
Marlatt, Kortny	02/02/15-03/06/15	12/9/2014	Short-Term Worker	Office Worker	Aux. Servc.
Murillo-Ontiveros, Amanda	12/10/14-02/09/15	12/9/2014	Short-Term Worker-Approved extension	Office Worker	CalWORKS
Rodriguez, Jonathan	10/15/14-02/22/15	12/9/2014	Asst. Coach - M. Basketball-Ratify	Short-Term Worker	Athletics
Thomas II, Richard	10/01/14-02/21/15	12/9/2014	Short-Term Worker- Ratify	Asst. Coach - W. Basketball	Athletics
Williams, Clyde	10/01/14-02/21/15	12/9/2014	Short-Term Worker-Ratify	Asst. Coach - W. Basketball	Athletics

Meeting Date: December 9, 2014 Item Number: 5.4

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM

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

TOPIC: APPROVAL OF ACADEMIC EQUIVALENCY REQUEST

SUBMITTED BY: Equivalency Committee—Debra Blanchard, Chairperson

RECOMMENDED BY: Trinda Best

APPROVED BY: Roger W. Wagner

Description/Background:

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

Irvin Bounds Jr.
Athletics

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

Need:

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

Fiscal Impact:

None

Recommended Action:

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

Legal Review: YES ___ NOT APPLICABLE_X__

Reference for Agenda: YES ___NO_X_

Meeting Date: December 9, 2014 Item Number: 5.5

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM

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

TOPIC: REVISE FEE SCHEDULE – Titan Investigations Group

SUBMITTED BY: Trinda Best

RECOMMENDED BY: Trinda Best Trinda Best

APPROVED BY: Roger W. Wagner

Description/Background:

The district wishes to accept a revised fee schedule from the Titan Group. Renewal of the Independent Contract Agreement was approved by the board on October 14, 2014. The revised schedule allows for interpretation services as needed during investigations.

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

Need:

Revised fee schedule is needed to allow for use of translations services during investigations.

Fiscal Impact: Addition of translation services at $99 per hour. Budgeted.

Recommended Action:

It is recommended that the Board of Trustees accept the revised fee schedule from the Titan Group as listed.

Legal Review: YES ___ NOT APPLICABLE_X__

Reference for Agenda: YES ___NO_X_

Meeting Date: December 9, 2014

Item Number: 5.6

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM

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

TOPIC: PURCHASE AND INSTALL NEW RADIO REPEATER FOR THE VICTOR VALLEY COLLEGE POLICE DEPARTMENT TO ENHANCE COMMUNICATIONS OF THE MAIN CAMPUS AS WELL AS THE PUBLIC SAFETY FACILITY.

SUBMITTED BY: Leonard Knight, Chief of Police

RECOMMENDED BY: Leonard Knight Leonard Knight

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

Description/Background:

It is necessary for the Victor Valley Community College Police Department to purchase a new radio repeater. It was discovered during the repair that the existing repeater could no longer be repaired. The repeater is unreliable and a public safety concern for the college and the police department.

Need:

The Victor Valley Police Department requests to purchase a new repeater to eliminate the current radio communication problem.

Fiscal Impact:

$2164.78 budgeted item

Recommended Action:

It is recommended that the Board of Trustees approve the request to purchase a repeater to enhance the police department radio communications.

Legal Review: YES ___ NOT APPLICABLE_X__

Reference for Agenda: YES ___NO X

Meeting Date: December 9, 2014

Item Number: 5.7

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM

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

TOPIC: OUT OF CONTRY TRAVEL – STAFF

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

RECOMMENDED BY: Peter Maphumulo Dr. Peter Maphumulo

APPROVED BY: Roger W. Wagner

Description/Background:

Approval is requested for Arthur Lopez, Dean of Student Services, to travel out of country to attend the Hispanic Association of Colleges and Universities (HACU) 11th International Conference. The travel dates will be February 24, 2015 through February 28, 2015.

Need:

The conference is designed to discuss the latest trends, model programs, and cutting-edge research on international higher education.

Fiscal Impact:

Budgeted - $2,046.00

Recommended Action:

It is recommended by the Superintendent/President that the Board of Trustees approve the out of country travel for Arthur Lopez, Dean of Student Services, to attend the Hispanic Association of Colleges and Universities (HACU) 11th International Conference. The travel dates will be February 24, 2015 through February 28, 2015.

Legal Review: YES ___ NOT APPLICABLE _X_

Reference for Agenda: YES ___NO_X_

Meeting Date: December 9, 2014

Item Number: 5.8

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
BOARD OF TRUSTEES AGENDA ITEM

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

TOPIC: FIELD EXPERIENCE AGREEMENT BETWEEN VICTOR VALLEY COLLEGE AND CALIFORNIA STATE UNIVERSITY SAN BERNARDINO DEPARTMENT OF SOCIAL WORK

SUBMITTED BY: Arthur Lopez, Dean, Student Services

RECOMMENDED BY: Peter Maphumulo

APPROVED BY: Roger W. Wagner

Description/Background:

The District desires to ratify a field experience agreement between Victor Valley Community College District and California State University San Bernardino to provide graduate social work students with field experience through the provision of Micro and Macro practice interventions. The period of this agreement is January 5, 2015 through June 30, 2015.

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

Need:

To provide CSUSB students with field experience required for their graduate program learning needs. Graduate students will provide self-identified and referred VVC students with individual and group therapy, workshops and referrals to outside clinical agencies to increase retention and persistence towards educational goals.

Fiscal Impact:

None

Recommended Action:

It is recommended by the Superintendent/President that the Board of Trustees ratify a field experience agreement between Victor Valley Community College District and California State University San Bernardino to provide graduate social work students with field experience through the provision of Micro and Macro practice interventions. The period of this agreement is January 5, 2015 through June 30, 2015.

Legal Review: YES X NOT APPLICABLE ___

Reference for Agenda: YES ___ NO X

Meeting Date: December 9, 2014

Item Number: 5.9

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM

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

TOPIC: MOU- VICTOR VALLEY COMMUNITY COLLEGE DISTRICT ON BEHALF OF THE DEPUTY SECTOR NAVIGATOR (DSN) OF SMALL BUSINESS FOR THE INLAND EMPIRE AND THE CENTERS OF EXCELLENCE BASED AT CHAFFEY COMMUNITY COLLEGE DISTRICT.

SUBMITTED BY: Lisa Kiplinger-Kennedy, Deputy Sector Navigator - Foundation

RECOMMENDED BY: Peter Maphumulo

APPROVED BY: Roger W. Wagner

Description/Background:

The district wishes to ratify a Memorandum of Understanding between Victor Valley Community College District on behalf of the Deputy Sector Navigator (DSN) of Small Business for the Inland Empire and the Centers of Excellence based at Chaffey Community College District. According to the DSN work plan, identify regional gaps in providing Small Business/Entrepreneur-related curriculum; conduct Regional Inventory of Business Curriculum, Programs and Courses; disseminate results to regional stakeholders and develop Small Business Forum manual to be distributed to Desert Region Colleges.

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

Need:

To fulfill components of the DSN work plan; to provide an inventory of existing curriculum and identify gaps that can be filled by creation of new curriculum region-wide. To provide regional colleges with a basic for Small Business Forums to identify training needs for employees and to help advance entrepreneurialism and business success.

Fiscal Impact:

Budgeted. $50,000 – grant funded from Workforce Employment Development Department (WEDD)

Recommended Action:

It is recommended by the Superintendent/President that the Board of Trustees ratify the MOU between Victor Valley College on behalf of the Deputy Sector Navigator (DSN) of Small Business for the Inland Empire and the Centers of Excellence based at Chaffey Community College District.

Legal Review: YES __X__ NOT APPLICABLE__

Reference for Agenda: YES ___NO X

Meeting Date: December 9, 2014

Item Number: 5.10

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM

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

TOPIC: MOU- VICTOR VALLEY COMMUNITY COLLEGE DISTRICT ON BEHALF OF THE DEPUTY SECTOR NAVIGATOR (DSN) OF SMALL BUSINESS FOR THE INLAND EMPIRE AND PAT LUTHER OR DESIGNEE AS REPRESENTATIVE OF VICTOR VALLEY COMMUNITY COLLEGE DISTRICT CTE PROGRAMS

SUBMITTED BY: Lisa Kiplinger-Kennedy, Deputy Sector Navigator - Foundation

RECOMMENDED BY: Peter Maphumulo

APPROVED BY: Roger W. Wagner

Description/Background:

The district wishes to ratify a Memorandum of Understanding between Victor Valley Community College District on behalf of the Deputy Sector Navigator (DSN) of Small Business for the Inland Empire and Pat Luther or designee as representative of Victor Valley Community College District CTE programs to help facilitate development of Articulation/Alignment curriculum models.

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

Need:

To fulfill components of the DSN work plan; make articulation/alignment curriculum more accessible region-wide.

Fiscal Impact:

Budgeted. $3,000 – grant funded from Workforce Employment Development Department (WEDD)

Recommended Action:

It is recommended by the Superintendent/President that the Board of Trustees ratify the MOU between Victor Valley College on behalf of the Deputy Sector Navigator (DSN) of Small Business for the Inland Empire and Pat Luther or designee as representative of Victor Valley Community College District CTE programs to help facilitate development of Articulation/Alignment curriculum models.

Legal Review: YES __X__ NOT APPLICABLE__

Reference for Agenda: YES ___NO X

Meeting Date: December 9, 2014 Item Number: 5.11

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM

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

TOPIC: MOU- VICTOR VALLEY COMMUNITY COLLEGE DISTRICT ON BEHALF OF THE DEPUTY SECTOR NAVIGATOR (DSN) OF SMALL BUSINESS FOR THE INLAND EMPIRE AND COPPER MOUNTAIN COMMUNITY COLLEGE DISTRICT

SUBMITTED BY: Lisa Kiplinger-Kennedy, Deputy Sector Navigator - Foundation

RECOMMENDED BY: Peter Maphumulo

APPROVED BY: Roger W. Wagner

Description/Background:

The district wishes to ratify a Memorandum of Understanding between Victor Valley Community College District on behalf of the Deputy Sector Navigator (DSN) of Small Business for the Inland Empire and Copper Mountain Community College District to help facilitate development of Articulation/Alignment curriculum models.

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

Need:

To fulfill components of the DSN work plan; make articulation/alignment curriculum more accessible region-wide.

Fiscal Impact:

Budgeted. $3,000 – grant funded from Workforce Employment Development Department (WEDD)

Recommended Action:

It is recommended by the Superintendent/President that the Board of Trustees ratify the MOU between Victor Valley College on behalf of the Deputy Sector Navigator (DSN) of Small Business for the Inland Empire and Copper Mountain Community College District to help facilitate development of Articulation/Alignment curriculum models.

Legal Review: YES __X__ NOT APPLICABLE__

Reference for Agenda: YES ___NO X

Meeting Date: December 9, 2014 Item Number: 5.12

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES AGENDA ITEM

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

TOPIC: AMENDMENT 1-2014 AGREEMENT – APPLE VALLEY POST-ACUTE CENTER

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

RECOMMENDED BY: Peter Maphumulo

APPROVED BY: Roger W. Wagner

Description/Background:

The District wishes to ratify Amendment 1-2014 agreement between Victor Valley Community College District and Apple Valley Post-Acute Center to provide clinical learning facilities for the Health Science programs. The agreement begins November 1, 2014 and terminates one (1) year later at which time the agreement shall automatically renew for successive one year term thereafter.

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

Need:

To provide clinical learning facilities for Registered Nursing, Allied Health and other related Health Sciences programs for the benefit of students and for the community.

Fiscal Impact:

None

Recommended Action:

It is recommended by the Superintendent/President that Board of Trustees ratify Amendment 1-2014 agreement between Victor Valley Community College District and Apple Valley Post-Acute Center to provide clinical learning facilities for the Health Science programs. The agreement begins November 1, 2014 and terminates one (1) year later at which time the agreement shall automatically renew for successive one year term thereafter.

Legal Review: YES X NOT APPLICABLE ___

Reference for Agenda: YES ___ NO X

Meeting Date: December 9, 2014 Item Number: 5.13

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM

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

TOPIC: INDEPENDENT CONTRACTOR AGREEMENT - REFLECTIONS CATERING

SUBMITTED BY: James Johnson, Foundation

RECOMMENDED BY: Peter Maphumulo

APPROVED BY: Roger W. Wagner

Description/Background:

The District desires to ratify an Independent Contractor Agreement between Victor Valley Community College District and Reflections Catering for providing catering services for the Pathways to Prosperity Workshop. The period of this agreement is November 12, 2014.

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

Need:

In compliance with AP 6330

Fiscal Impact:

Budgeted item - Not to exceed $3,000.

Recommended Action:

It is recommended by the Superintendent/President that the Board of Trustees ratify an Independent Contract Agreement between Victor Valley Community College District and Reflections Catering for providing catering services for the Pathways to Prosperity Workshop. The period of this agreement is November 12, 2014.

Legal Review: YES ___ NOT APPLICABLE X

Reference for Agenda: YES ___ NO X

Meeting Date: December 9, 2014 Item Number: 5.14

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
BOARD OF TRUSTEES AGENDA ITEM

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

TOPIC: STANDARD AGREEMENT FOR STUDENT UNPAID INTERNSHIP PROGRAM AND SITE VISIT STUDENT UNPAID INTERNSHIP AGREEMENT

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

RECOMMENDED BY: Peter Maphumulo

APPROVED BY: Roger W. Wagner

Description/Background:

The District desires to ratify a template agreement **(to be filled in as internship opportunities become available)** between Victor Valley Community College District and future employers (public, private, and non-profits) providing unpaid internship opportunities for college students through our Internship Program through the Cooperative Education Department. The term for this agreement template shall remain in effect until any significant changes are made. NOTE: The term for future individual agreements with employers shall remain in effect until either the college or employer gives a 60-day written notice to terminate the agreement **without cause** to the proper legal representatives of the other party or until either party terminates the contract **for cause** upon five (5) working days' notice, provided that the other party has been informed of the cause and is unable or unwilling to make the changes necessary to fix the problem immediately.

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

Need:

To provide students enrolled in the Internship Program through the Cooperative Education Department internship opportunities with public, private, and non-profit employers so as to expand their educational experiences from on-campus to off-campus.

Fiscal Impact:

None

Recommended Action:

It is recommended by the Superintendent/President that the Board of Trustees ratify a template agreement **(to be filled in as internship opportunities become available)** between Victor Valley Community College District and future employers (public, private, and non-profits) providing unpaid internship opportunities for college students through our Internship Program through the Cooperative Education Department. The term for this agreement templates shall remain in effect until any significant changes are made. NOTE: The term for future individual agreements with employers shall remain in effect until either the college or employer gives a 60-day written notice to terminate the agreement **without cause** to the proper legal representatives of the other party or until either party terminates the contract **for cause** upon five (5) working days' notice, provided that the other party has been informed of the cause and is unable or unwilling to make the changes necessary to fix the problem immediately.

Legal Review: YES X NOT APPLICABLE ___

Reference for Agenda: YES ___ NO X

Meeting Date: December 9, 2014

Item Number: 5.15

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES AGENDA ITEM

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

TOPIC: AMENDMENT 1-2014 AGREEMENT – KNOLLS WEST POST-ACUTE, LLC, FKA KNOLLS WEST CONVALESCENT CARE

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

RECOMMENDED BY: Peter Maphumulo

APPROVED BY: Roger W. Wagner

Description/Background:

The District wishes to ratify Amendment 1-2014 agreement between Victor Valley Community College District and Knolls West Post-Acute, LLC, FKA Knolls West Convalescent Care to provide clinical learning facilities for the Health Science programs. The agreement begins November 1, 2014 and terminates one (1) year later at which time the agreement shall automatically renew for successive one year term thereafter.

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

Need:

To provide clinical learning facilities for Registered Nursing, Allied Health and other related Health Sciences programs for the benefit of students and for the community.

Fiscal Impact:

None

Recommended Action:

It is recommended by the Superintendent/President that Board of Trustees ratify Amendment 1-2014 agreement between Victor Valley Community College District and Knolls West Post-Acute, LLC, FKA Knolls West Convalescent Care to provide clinical learning facilities for the Health Science programs. The agreement begins November 1, 2014 and terminates one (1) year later at which time the agreement shall automatically renew for successive one year term thereafter.

Legal Review: YES X NOT APPLICABLE ___

Reference for Agenda: YES ___ NO X

Meeting Date: December 9, 2014 Item Number: 5.16

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES AGENDA ITEM

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

TOPIC: CONTRACT – H & L CHARTER CO INC

SUBMITTED BY: Arthur Lopez, Dean, Student Services

RECOMMENDED BY: Peter Maphumulo

APPROVED BY: Roger W. Wagner

Description/Background:

The District desires to ratify a contract between Victor Valley Community College District and H & L Charter Co. Inc., to provide bus transportation for Puente Program Students to attend Preview/Transfer Day at Cal State Dominguez Hills on November 1, 2014.

Need:

To provide charter bus transportation for Puente Program Students to attend Preview/Transfer Day at Cal State Dominguez Hills on November 1, 2014

Fiscal Impact:

Budgeted. Not to exceed $1175.00 – Grant funded.

Recommended Action:

It is recommended by the Superintendent/President that the Board of Trustees ratify a contract between Victor Valley Community College District and H & L Charter Co. Inc., to provide bus transportation for Puente Program Students to attend Preview/Transfer Day at Cal State Dominguez Hills on November 1, 2014.

Legal Review: YES ___ NOT APPLICABLE _X__

Reference for Agenda: YES ___ NO _X__

Meeting Date: December 9, 2014

Item Number: 5.15

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES AGENDA ITEM

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

TOPIC: AMENDMENT 1-2014 AGREEMENT – KNOLLS WEST POST-ACUTE, LLC, FKA KNOLLS WEST CONVALESCENT CARE

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

RECOMMENDED BY: Peter Maphumulo

APPROVED BY: Roger W. Wagner

Description/Background:

The District wishes to ratify Amendment 1-2014 agreement between Victor Valley Community College District and Knolls West Post-Acute, LLC, FKA Knolls West Convalescent Care to provide clinical learning facilities for the Health Science programs. The agreement begins November 1, 2014 and terminates one (1) year later at which time the agreement shall automatically renew for successive one year term thereafter.

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

Need:

To provide clinical learning facilities for Registered Nursing, Allied Health and other related Health Sciences programs for the benefit of students and for the community.

Fiscal Impact:

None

Recommended Action:

It is recommended by the Superintendent/President that Board of Trustees ratify Amendment 1-2014 agreement between Victor Valley Community College District and Knolls West Post-Acute, LLC, FKA Knolls West Convalescent Care to provide clinical learning facilities for the Health Science programs. The agreement begins November 1, 2014 and terminates one (1) year later at which time the agreement shall automatically renew for successive one year term thereafter.

Legal Review: YES X NOT APPLICABLE ___

Reference for Agenda: YES ___ NO X

Meeting Date: December 9, 2014

Item Number: 5.16

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES AGENDA ITEM

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

TOPIC: CONTRACT – H & L CHARTER CO INC

SUBMITTED BY: Arthur Lopez, Dean, Student Services

RECOMMENDED BY: Peter Maphumulo

APPROVED BY: Roger W. Wagner

Description/Background:

The District desires to ratify a contract between Victor Valley Community College District and H & L Charter Co. Inc., to provide bus transportation for Puente Program Students to attend Preview/Transfer Day at Cal State Dominguez Hills on November 1, 2014.

Need:

To provide charter bus transportation for Puente Program Students to attend Preview/Transfer Day at Cal State Dominguez Hills on November 1, 2014

Fiscal Impact:

Budgeted. Not to exceed $1175.00 – Grant funded.

Recommended Action:

It is recommended by the Superintendent/President that the Board of Trustees ratify a contract between Victor Valley Community College District and H & L Charter Co. Inc., to provide bus transportation for Puente Program Students to attend Preview/Transfer Day at Cal State Dominguez Hills on November 1, 2014.

Legal Review: YES ___ NOT APPLICABLE _X__

Reference for Agenda: YES ___ NO _X__

Meeting Date: December 9, 2014

Item Number: 5.17

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES AGENDA ITEM

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

TOPIC: AMENDED INDEPENDENT CONTRACTOR AGREEMENT – BEST EQUIPMENT SERVICE

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

RECOMMENDED BY: Peter Maphumulo

APPROVED BY: Roger W. Wagner

Description/Background:

The District desires to ratify an amended agreement between Victor Valley Community College District and Best Equipment Service, originally approved on October 14, 2014, increasing the fiscal impact by an additional $252.01.

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

Need:

To fulfill Independent Contractor Agreement obligation

Fiscal Impact:

Budgeted - $252.01

Recommended Action:

It is recommended by the Superintendent/President that the Board of Trustees ratify an amended agreement between Victor Valley Community College District and Best Equipment Services, originally approved on October 14, 2014, increasing the fiscal impact by an additional $252.01.

Legal Review: YES___ NOT APPLICABLE _X_

Reference for Agenda: YES___ NO X

Meeting Date: December 9, 2014

Item Number: 5.18

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES AGENDA ITEM

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

TOPIC: INDEPENDENT CONTRACTOR AGREEMENT – KELLY HALL

SUBMITTED BY: Lisa Kiplinger Kennedy, Deputy Sector Navigator

RECOMMENDED BY: Peter Maphumulo

APPROVED BY: Roger W. Wagner

Description/Background:

The District desires to ratify an Independent Contractor Agreement between Victor Valley Community College District and Kelly Hall. Under the Chancellor's Office "Doing What Matters" framework, the Deputy Sector Navigator's (DSN) work plan activities outlined a regional curriculum inventory to small business and entrepreneurship within the region's 12 colleges. The period of this agreement is April 1, 2014 through April 30, 2014.

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

Need:

The region needs a validated and up-to-date curriculum inventory for small business and entrepreneurial curriculum offered at any of the Desert Colleges. This inventory would be the starting point for further curriculum development within the 50640 TOP code.

Fiscal Impact:

$1,100 – WEDD grant funded.

Recommended Action:

It is recommended by the Superintendent/President that the Board of Trustees ratify an Independent Contractor Agreement between Victor Valley Community College District and Kelly Hall. Under the Chancellor's Office "Doing What Matters" framework, the Deputy Sector Navigator's (DSN) work plan activities outlined a regional curriculum inventory to small business and entrepreneurship within the region's 12 colleges. The period of this agreement is April 1, 2014 through April 30, 2014.

Legal Review: YES ___ NOT APPLICABLE X

Reference for Agenda: YES ___ NO X

Meeting Date: December 9, 2014

Item Number: 5.19

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES AGENDA ITEM

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

TOPIC: AGREEMENT – BECKMAN COULTER

SUBMITTED BY: Rolando Regino, Dean, Science, Technology, Engineering & Math

RECOMMENDED BY: Peter Maphumulo

APPROVED BY: Roger W. Wagner

Description/Background:

The District desires to ratify an agreement between Victor Valley Community College District and Beckman Coulter for the servicing of equipment used in the Biology Department. The period of this agreement is November 15, 2014 through November 14, 2015.

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

Need:

For the servicing of the Centrifuge equipment in the Biology Department.

Fiscal Impact:

Budgeted item - $1,806.25

Recommended Action:

It is recommended by the Superintendent/President that the Board of Trustees ratify an agreement between Victor Valley Community College District and Beckman Coulter for the servicing of equipment used in the Biology Department. The period of this agreement is November 15, 2014 through November 14, 2015.

Legal Review: YES ___ NOT APPLICABLE X

Reference for Agenda: YES ___ NO X

Meeting Date: December 9, 2014

Item Number: 5.20

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES AGENDA ITEM

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

TOPIC: CURRICULUM CHANGES

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

RECOMMENDED BY: Peter Maphumulo

APPROVED BY: Roger W. Wagner

Description/Background:

The College Curriculum Committee meets on a regular basis to review course changes that have been proposed by the instructional departments. The modifications of existing courses and the proposed new courses that were approved by the committee on October 23, 2014, October 30, 2014 and November 13, 2014 are listed on the attached sheet.

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

Fiscal Impact:

None.

Recommended Action:

It is recommended by the Superintendent/President that the Board of Trustees approve the curriculum changes made on October 23, 2014, October 30, 2014 and November 13, 2014 and have been recommended by the College Curriculum Committee.

Legal Review: YES___ NOT APPLICABLE__X__

Reference for Agenda: YES___NO X

Meeting Date: December 9, 2014

Item Number: 5.21

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES AGENDA ITEM

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

TOPIC: APPROVE SUB-RECIPIENT AGREEMENT

SUBMITTED BY: Lawrence V. Fitz, Special Grant Programs

RECOMMENDED BY: G.H. Javaheripour

APPROVED BY: Roger W. Wagner

Description/Background:

The California Department of Education awarded Victor Valley Community College District nearly $15 million to implement a 4 year grant project in partnership with 5 community colleges, 20 high schools, and 4 charter schools throughout a region stretching from San Bernardino to Barstow and Lucerne Valley to Lancaster. As the Lead Agency and Fiscal Agent for this grant project, the District wishes to enter into sub-recipient agreements with the partners listed below to carry out RAMP UP Program objectives within their schools based on the requirements of the California Career Pathways Trust 2014 Award #14-25239-67921-00.

Partner Schools	Allocation
Antelope Valley Unified School District	$17,750.00

Need:

Sub-recipient agreements are required to meet the obligations of the Victor Valley Community College District under the California Career Pathways Trust 2014 Award #14-25239-67921-00.

Fiscal Impact:

$17,750.00 from the District – Grant Funded

Recommended Action:
It is recommended that the Board of Trustees approve the RAMP Up Sub-Recipient Agreement as listed.

Legal Review: YES X NOT APPLICABLE__

Reference for Agenda: YES ___NO X

Meeting Date: December 9, 2014

Item Number: 5.22

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM

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

TOPIC: BOARD OF TRUSTEES PAYMENTS REPORTS

SUBMITTED BY: Renee Reyes, Fiscal Services

RECOMMENDED BY: G.H. Javaheripour

APPROVED BY: Roger W. Wagner

Description/Background:

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

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

Need: N/A

Fiscal Impact: None

Recommended Action:

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

Legal Review: YES ___ NOT APPLICABLE X

Reference for Agenda: YES ___ NO X

Meeting Date: December 9, 2014

Item Number: 5.23

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES AGENDA ITEM

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

TOPIC: CHANGE ORDER – WEBB BROTHERS CONSTRUCTION

SUBMITTED BY: Steve Garcia, Facilities Construction

RECOMMENDED BY: G.H. Javaheripour

APPROVED BY: Roger W. Wagner

Description/Background:

The District wishes to submit for approval Change Order No. 5 from Webb Brothers Construction. During the course of construction various changes may be made which can both increase or decrease the cost of the project. The list below is a compilation of the adjustments made and represents both direct and indirect costs of the contractor in performing or providing the work covered.

Increase height of 11 locker sections and revise layout. $1,605.87

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

Need:

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

Fiscal Impact:

$1,605.87 – Bond Funded

Recommended Action:

This item has been approved by the Superintendent/President, and it is recommended that the Board of Trustees ratify the change orders with Webb Brothers Construction in the amount of $1,605.87.

Legal Review: YES ___ NOT APPLICABLE X

Reference for Agenda: YES ___ NO X

Meeting Date: December 9, 2014

Item Number: 5.24

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM

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

TOPIC: NOTICE OF COMPLETION – WEBB BROTHERS CONSTRUCTION

SUBMITTED BY: Steve Garcia, Facilities Construction

RECOMMENDED BY: G.H. Javaheripour

APPROVED BY: Roger W. Wagner

Description/Background:

The District wishes to submit for approval a Notice of Completion for Webb Brothers Construction for the work completed at the Music Building Renovation and Addition project. The agreement was originally Board approved on July 9, 2013.

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

Need:

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

Fiscal Impact: No fiscal impact.

Recommended Action:

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

Legal Review: YES ___ NOT APPLICABLE X

Reference for Agenda: YES ___ NO X

Meeting Date: December 9, 2014

Item Number: 5.25

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM

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

TOPIC: AGREEMENT – BIG ASS FANS

SUBMITTED BY: Steve Garcia, Facilities Construction

RECOMMENDED BY: G.H. Javaheripour _____

APPROVED BY: Roger W. Wagner _____

Description/Background:

The District wishes to enter into an agreement with Big Ass Fans to supply and install a large industrial fan which includes a custom seismic kit at the Regional Public Safety Training Center (RPSTC).

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

Need:

The Division of State Architects has required this industrial fan be installed in order to close the project out with their office.

Fiscal Impact:

$4,485.65 - Bond Funded

Recommended Action:

This item has been approved by the Superintendent/President, and it is recommended that the Board of Trustees ratify the agreement with Big Ass Fans in the amount of $4,485.65.

Legal Review: YES ____ NOT APPLICABLE X

Reference for Agenda: YES ___ NO X

Meeting Date: December 9, 2014

Item Number: 5.26

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES AGENDA ITEM

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

TOPIC: AGREEMENT – MERRELL JOHNSON COMPANIES

SUBMITTED BY: Steve Garcia, Facilities Construction

RECOMMENDED BY: G.H. Javaheripour _____

APPROVED BY: Roger W. Wagner _____

Description/Background:

The District wishes to utilize an existing three (3) year agreement with Merrell Johnson Companies, which was originally approved by the Board on April 9, 2013, for soils coring and sampling inspection services needed prior to the construction of the Vocational Complex Expansion & Renovation project which was Board approved June 14, 2011. This is required by the Division of State Architects for all District projects.

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

Need:

This work is necessary to determine soil conditions prior to the structural design of the building. It is required by Division of State Architects.

Fiscal Impact:

$11,500.00 - Bond Funded

Recommended Action:

This item has been approved by the Superintendent/President, and it is recommended that the Board of Trustees ratify the use of the three (3) year agreement with Merrell Johnson Companies to perform soils coring and sampling inspection services needed prior to the construction of the Vocational Complex Expansion & Renovation in the amount of $11,500.00.

Legal Review: YES _X_ NOT APPLICABLE___

Reference for Agenda: YES ___NO _X_

Meeting Date: December 9, 2014

Item Number: 5.27

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM

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

TOPIC: AGREEMENT – UNITED RENTALS

SUBMITTED BY: Steve Garcia, Facilities Construction & Contracts

RECOMMENDED BY: G.H. Javaheripour _____

APPROVED BY: Roger W. Wagner _____

Description/Background:

The District wishes to enter into an agreement with United Rentals to rent a scissor lift to replace and secure vent covers and light bulbs in the Main Gym Building #71.

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

Need:

A scissor lift must be rented in order to access fixtures needing replacement or repair.

Fiscal Impact:

Budgeted Item- $458.56

Recommended Action:

This item has been approved by the Superintendent/President, and it is recommended that the Board of Trustees ratify the agreement with United Rentals in the amount of $458.56.

Legal Review: YES _X_ NOT APPLICABLE___

Reference for Agenda: YES ___NO X

Meeting Date: December 9, 2014

Item Number: 5.28

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM

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

TOPIC: AGREEMENT – USA SHADE & FABRIC STRUCTURES, INC.

SUBMITTED BY: Steve Garcia, Facilities Construction & Contracts

RECOMMENDED BY: G.H. Javaheripour

APPROVED BY: Roger W. Wagner

Description/Background:

The District wishes to enter into an agreement with USA Shade & Fabric Structures, Inc. to install two (2) shade structures at the Child Development Center, Building #12. The structure is intended to provide shade while children are outside playing.

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

Need:

Community Care Licensing, Title 22, Division 12, Chapter, #101238.2(b) requires outdoor activity spaces shall be situated to provide a shaded rest area for the children.

Fiscal Impact:

Budgeted Item - Not to exceed $3,949.52

Recommended Action:

This item has been approved by the Superintendent/President, and it is recommended that the Board of Trustees ratify the agreement with USA Shade & Fabric Structures, Inc. in the amount of $3,949.52.

Legal Review: YES X NOT APPLICABLE___

Reference for Agenda: YES ___NO X

Meeting Date: December 9, 2014

Item Number: 5.29

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM

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

TOPIC: AGREEMENT – CAR CLINIC

SUBMITTED BY: Steve Garcia, Facilities Construction & Contracts

RECOMMENDED BY: G.H. Javaheripour

APPROVED BY: Roger W. Wagner

Description/Background:

The District wishes to enter into an agreement with Car Clinic to perform major engine work on District vehicle van #46.

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

Need:

This work was needed to get District vehicle van #46 back in operating condition to transport students and staff to athletic events and field trips. The damage was too extensive for the Maintenance and Operations auto mechanic to repair.

Fiscal Impact:

$2,996.02 – Budgeted item

Recommended Action:

This item has been approved by the Superintendent/President, and it is recommended that the Board of Trustees ratify the agreement with Car Clinic in the amount of $2,996.02.

Legal Review: YES ___ NOT APPLICABLE X

Reference for Agenda: YES ___ NO X

Meeting Date: December 9, 2014

Item Number: 5.30

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM

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

TOPIC: AGREEMENT – HITT PLUMBING CO., INC.

SUBMITTED BY: Steve Garcia, Facilities Construction

RECOMMENDED BY: G.H. Javaheripour _____

APPROVED BY: Roger W. Wagner _____

Description/Background:

The District wishes to enter into an agreement with Hitt Plumbing Co., Inc. to repair a leaking water main at the Regional Public Safety Training Center (RPSTC).

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

Need:

A pipe began leaking at the RPSTC and needed to be repaired.

Fiscal Impact:

$3,614.00 – Budgeted Item

Recommended Action:

This item has been approved by the Superintendent/President, and it is recommended that the Board of Trustees ratify the agreement with Hitt Plumbing Co., Inc. in the amount of $3,614.00.

Legal Review: YES ____ NOT APPLICABLE X

Reference for Agenda: YES ___ NO X

Meeting Date: December 9, 2014

Item Number: 5.31

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM

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

TOPIC: AGREEMENT – CASTON, INC.

SUBMITTED BY: Steve Garcia, Facilities Construction & Contracts

RECOMMENDED BY: G.H. Javaheripour

APPROVED BY: Roger W. Wagner

Description/Background:

The District wishes to enter into an agreement with Caston, Inc. to repair stucco at the Performing Arts Center/Speech Drama Addition and the Main Gym.

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

Need:

Damage occurred at these locations and the stucco needs to be repaired to avoid water penetration and further damage.

Fiscal Impact:

$3,000.00 – Fund 71

Recommended Action:

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

Legal Review: YES ___ NOT APPLICABLE X

Reference for Agenda: YES ___ NO X

Meeting Date: December 9, 2014

Item Number: 5.32

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM

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

TOPIC: AGREEMENT – ROTO- ROOTER PLUMBERS

SUBMITTED BY: Steve Garcia, Facilities Construction & Contracts

RECOMMENDED BY: G.H. Javaheripour _____

APPROVED BY: Roger W. Wagner _____

Description/Background:

The District wishes to enter into an agreement with Roto–Rooter Plumbers to hydro jet grease lines to determine problem areas and to provide all materials and labor to install 4 inch clean out for the grease line in the kitchen at the Student Activities Building #44.

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

Need:

The main water line needed to be unclogged and a grease interceptor installed.

Fiscal Impact:

$2,075.00 – Budgeted Item

Recommended Action:

This item has been approved by the Superintendent/President, and it is recommended that the Board of Trustees ratify the agreement with Roto-Rooter in the amount of $2,075.00.

Legal Review: YES _X_ NOT APPLICABLE___

Reference for Agenda: YES ___NO_X_

Meeting Date: December 9, 2014 Item Number: 5.33

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM

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

TOPIC: AGREEMENT RENEWAL– ALPHA OMEGA WIRELESS, INC.

SUBMITTED BY: Frank Smith, Technology & Information Resources

RECOMMENDED BY: G.H. Javaheripour _____

APPROVED BY: Roger W. Wagner _____

Description/Background:

The District wishes to renew its agreement with Alpha Omega Wireless to provide maintenance and support for the licensed Microwave that provides connectivity between the Regional Public Safety Training Center (RPSTC) and Victor Valley College main campus. Term 9/15/14 thru 6/30/15.

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

Need:

This is needed to provide network access for instructional programs at the RPSTC which is provided through a microwave link from VVC to RPSTC. Support is required in order to provide on-call assistance for trouble shooting connectivity issues to the RPSTC.

Fiscal Impact:

$4,162.50 – Budgeted Item

Recommended Action:

This item has been approved by the Superintendent/President, and it is recommended that the Board of Trustees ratify the agreement renewal with Alpha Omega Wireless, Inc. in the amount of $4,162.50.

Legal Review: YES X NOT APPLICABLE___

Reference for Agenda: YES ___NO X

Meeting Date: December 9, 2014

Item Number: 5.34

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM

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

TOPIC: AGREEMENT – VECTOR RESOURCES, INC. (VRN-059716-002)

SUBMITTED BY: Frank Smith, Technology & Information Resources

RECOMMENDED BY: G.H. Javaheripour _____

APPROVED BY: Roger W. Wagner _____

Description/Background:

The District wishes to enter into an agreement with Vector Resources, Inc. to provide Fiber installation to Victor Valley College off-site campus located at the Southern California Logistics Airport. (Item #IN-77, on the Campus Technology Project list).

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

Need:

This is needed to provide network connectivity between Southern California Logistics Airport and Victor Valley College main campus in support of instructional programs.

Fiscal Impact:

$ 13,641.94 – Budgeted Item

Recommended Action:

This item has been approved by the Superintendent/President, and it is recommended that the Board of Trustees ratify the agreement with Vector Resources, Inc. in the amount of $13,641.94.

Legal Review: YES _X__ NOT APPLICABLE___

Reference for Agenda: YES ___NO_X_

Meeting Date: December 9, 2014 Item Number: 5.35

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM

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

TOPIC: AGREEMENT RENEWAL – CONTINUANT, INC.

SUBMITTED BY: Frank Smith, Technology & Information Resources

RECOMMENDED BY: G.H. Javaheripour _____

APPROVED BY: Roger W. Wagner _____

Description/Background:

The District wishes to renew its agreement with Continuant, Inc. to provide maintenance support for all campus Cisco SmartNet equipment including additional equipment. Term: 8/27/14 – 6/30/16.

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

Need:

This agreement is necessary to provide maintenance support on all campus Cisco Smartnet supported equipment including: network switches, routers, bridges, servers, phones and software applications.

Fiscal Impact:

$53,150.83 – Budgeted Item

Recommended Action:

This item has been approved by the Superintendent/President, and it is recommended that the Board of Trustees ratify the agreement renewal with Continuant, Inc. in the amount of $53,150.83.

Legal Review: YES X NOT APPLICABLE ___

Reference for Agenda: YES ___ NO X

Meeting Date: December 9, 2014 Item Number: 5.36

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM

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

TOPIC: AGREEMENT – FERRILLI INFORMATION GROUP, INC.

SUBMITTED BY: Frank Smith, Technology & Information Resources

RECOMMENDED BY: G.H. Javaheripour _____

APPROVED BY: Roger W. Wagner _____

Description/Background:

The District wishes to enter into an agreement with Ferrilli Information Group, Inc. to maintain software assurance (maintenance) for E-Commerce Shopping Cart, an online campus store platform to be used by various departments across the campus to streamline the payment process for community education courses. Term 10/20/14 – 10/20/15. (Item #IN-79, on the Campus Project List).

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

Need:

The E-Commerce Shopping Cart platform allows various departments across campus to setup a store front and process payments through a common interface.

Fiscal Impact:

$1,000.00 – Budgeted Item

Recommended Action:

This item has been approved by the Superintendent/President, and it is recommended that the Board of Trustees ratify the agreement with Ferrilli Information Group, Inc. in the amount of $1,000.00.

Legal Review: YES _X_ NOT APPLICABLE___

Reference for Agenda: YES ___NO X

Meeting Date: December 9, 2014

Item Number: 5.37

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM

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

TOPIC: AGREEMENT – NETMAIL, INC.

SUBMITTED BY: Frank Smith, Technology & Information Resources

RECOMMENDED BY: G.H. Javaheripour _____

APPROVED BY: Roger W. Wagner _____

Description/Background:

The District wishes to enter into an agreement with Netmail, Inc. to purchase Professional Services for the emergency install of Netmail Secure due to system failure. (Item #IN-78, on the Campus Project Technology list).

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

Need:

Services were rendered due to a technical emergency involving campus email and related systems. This service was required for immediate assistance to resolve email outages effecting instructional and operational requirements.

Fiscal Impact:

$2,250.00 – Budgeted Item

Recommended Action:

This item has been approved by the Superintendent/President, and it is recommended that the Board of Trustees ratify the agreement with Netmail, Inc. in the total amount of $2,250.00.

Legal Review: YES X NOT APPLICABLE___

Reference for Agenda: YES ___NO X

Meeting Date: December 9, 2014

Item Number: 5.38

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM

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

TOPIC: CHANGE ORDER – VECTOR RESOURCES, INC. (VRN 059716-003)

SUBMITTED BY: Frank Smith, Technology & Information Resources

RECOMMENDED BY: G.H. Javaheripour _____

APPROVED BY: Roger W. Wagner _____

Description/Background:

The District wishes to submit for approval Change Order No.1 with Vector Resources, Inc. The agreement was originally approved at the November 11, 2014 Board of Trustees meeting. This change order is necessary to provide and install an additional 500 ft. of cable to complete fiber installation at Southern California Logistic Airport (SCLA). (Item #IN-77, on the Campus Technology Project list).

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

Need:

This Change Order is needed to modify the previous Board approved contract for additional footage of cable and cost of labor purchased to complete connectivity between VVC and SCLA for the SCLA School of Aviation Technology. This connectivity is required to provide adequate support for instructional programs at SCLA.

Fiscal Impact:

$1,343.63 – Budgeted Item

Recommended Action:

This item has been approved by the Superintendent/President, and it is recommended that the Board of Trustees ratify Change Order No. 1 with Vector Resources, Inc. in the amount of 1,343.63.

Legal Review: YES ___ NOT APPLICABLE_X__

Reference for Agenda: YES ___NO___

Meeting Date: December 9, 2014

Item Number: 5.39

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM

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

TOPIC: AGREEMENT – XAP CORPORATION

SUBMITTED BY: Frank Smith, Technology & Information Resources

RECOMMENDED BY: G.H. Javaheripour

APPROVED BY: Roger W. Wagner

Description/Background:

The District wishes to enter into an agreement with XAP Corp. to participate in an electronic transcript exchange system (the e-Transcript California System). Term 7/1/14 – 6/30/16. (Item # IN-80, on the Campus Technology Project list).

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

Need:

The e-Transcript California System will enable VVCCD to send and receive transcripts electronically with other institutions. The e-Transcript California System is an initiative of the CCCCO at no cost to the District.

Fiscal Impact:

No Fiscal Impact

Recommended Action:

This item has been approved by the Superintendent/President, and it is recommended that the Board of Trustees ratify the agreement with XAP, Corp.

Legal Review: YES X NOT APPLICABLE___

Reference for Agenda: YES ___NO X

Meeting Date: December 9, 2014

Item Number: 5.40

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM

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

TOPIC: AGREEMENT – APPLE VALLEY COMMUNICATIONS

SUBMITTED BY: Steve Garcia, Facilities Construction

RECOMMENDED BY: G.H. Javaheripour _____

APPROVED BY: Roger W. Wagner _____

Description/Background:

The District wishes to enter into an agreement with Apple Valley Communications to perform a fire alarm test at the elevator tower and the Performing Arts Center/Speech Drama Addition Building.

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

Need:

Every five years the District must have the fire alarms tested and certified.

Fiscal Impact:

Budgeted Item – Not to exceed $950.00

Recommended Action:

This item has been approved by the Superintendent/President, and it is recommended that the Board of Trustees ratify the agreement with Apple Valley Communications in the amount of $950.00.

Legal Review: YES ___ NOT APPLICABLE X

Reference for Agenda: YES ___ NO X

Meeting Date: December 09, 2014 Item Number: 5.41

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES AGENDA ITEM

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

TOPIC: AGREEMENT – CAREERAMERICA, LLC

SUBMITTED BY: Arthur Lopez, Dean, Student Services

RECOMMENDED BY: Peter Maphumulo Dr. Peter Maphumulo

APPROVED BY: Roger W. Wagner

Description/Background:

The District desires to ratify a license agreement renewal, originally approved December 9, 2008 between Victor Valley Community College District and CareerAmerica (Financial Aid TV) for accessing and using online educational resources. The period of this agreement is January 1, 2015 through December 31, 2015.

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

Need:

To access and use online educational resources.

Fiscal Impact:

Budgeted - $5,000 – BFAP funded

Recommended Action:

It is recommended by the Superintendent/President that the Board of Trustees ratify a license agreement renewal, originally board approved December 9, 2008, between Victor Valley Community College District and Financial Aid TV for accessing and using online educational resources. The period of this agreement is January 1, 2015 through December 31, 2015.

Legal Review: YES___ NOT APPLICABLE_X__

Reference for Agenda: YES___ NO X

Meeting Date: December 09, 2014 Item Number: 5.42

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES AGENDA ITEM

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

TOPIC: CONTRACT MAINTENANCE AGREEMENT – ECMC SOLUTIONS

SUBMITTED BY: Jason Judkins, Director of Financial Aid

RECOMMENDED BY: Peter Maphumulo Dr. Peter Maphumulo

APPROVED BY: Roger W. Wagner

Description/Background:

The District desires to ratify a contract maintenance agreement between Victor Valley Community College District and ECMC Solutions for loan default prevention services. The period of this agreement is October 15, 2014 through October 14, 2015.

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

Need:

Fiscal Impact:

Budgeted - $30,000 Annual fee-repayment services $7500
Default prevention services - $5.40 per month per delinquent borrower not to exceed $22,500

Recommended Action:

It is recommended by the Superintendent/President that the Board of Trustees ratify a contract maintenance agreement between Victor Valley Community College District and ECMC Solutions for loan default prevention services. The period of this agreement is October 15, 2014 through October 14, 2015.

Legal Review: YES___ NOT APPLICABLE X

Reference for Agenda: YES___ NO X

Meeting Date: December 9, 2014 Item Number: 5.43

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM

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

TOPIC: Independent Contractor Agreement - Johnny Ramirez

SUBMITTED BY: Patricia Bejarano-Vera, GEAR UP Program

RECOMMENDED BY: Peter Maphumulo

APPROVED BY: Roger W. Wagner

Description/Background:

The district wishes to ratify an Independent Contractor Agreement between Victor Valley Community College District and Johnny Ramirez to provide academic workshops/trainings to GEAR UP students at GEAR UP partner school sites. The service period for this agreement is February 1, 2015 through June 30, 2015.

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

Need:

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

Fiscal Impact:

$16,000 - Federal GEAR UP Grant

Recommended Action:

This item has been approved by the Superintendent/President and it is recommended that the Board of Trustees ratify this agreement with Johnny Ramirez to provide academic workshops/trainings to GEAR UP students at GEAR UP partner school sites. The service period for this agreement is February 1, 2015 through June 30, 2015.

Legal Review: YES ___ NOT APPLICABLE X

Reference for Agenda: YES ___ NO X

Meeting Date: December 9, 2014

Item Number: 5.44

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM

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

TOPIC: MOU- AB86 ADULT EDUCATION VVCD REGIONAL PLANNING CONSORTIUM

SUBMITTED BY: Patricia Bejarano-Vera, AB86 Adult Education VVCD Planning Grant

RECOMMENDED BY: Peter Maphumulo Dr. Peter Maphumulo

APPROVED BY: Roger W. Wagner

Description/Background:

The district wishes to ratify the Memorandum of Understanding between Victor Valley Community College District and the K12 School Districts comprising the scope of services for the AB86 Adult Education Victor Valley College District Regional Planning Consortium. K12 School District is: Apple Valley Unified School District. The service period is July 1, 2014 through June 30, 2015.

Copies of the original MOU for the K12 School Districts listed above are available for review in the Superintendent/President's Office.

Need:

The above MOU is necessary in order to ratify the roles and responsibilities between Victor Valley College and the listed K12 School Districts comprising the AB86 Adult Education Victor Valley College District Regional Planning Consortium in carrying out the objectives and duties of the AB86 Adult Education Victor Valley College District Regional Planning Consortium. Grant Agreement Number 13-328-66.

Fiscal Impact:

Budgeted. $20,000 - AB86 Adult Education State Planning Grant
Fiscal breakdown per K12 School District MOU as follows:

Apple Valley Unified School District - $20,000;

Recommended Action:

It is recommended by the Superintendent/President that the Board of Trustees ratify the Memorandum of Understanding between Victor Valley College and the K12 School District (Apple Valley Unified School District) comprising the AB86 Adult Education Victor Valley College District (VVCD) Regional Planning Consortium. The service period is July 1, 2014 through June 30, 2015.

Legal Review: YES X NOT APPLICABLE

Reference for Agenda: YES ___ NO X

Meeting Date: December 9, 2014 Item Number: 5.45

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM

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

TOPIC: AGREEMENT – EXECUTIVE CLEANING SERVICES

SUBMITTED BY: Steve Garcia, Facilities Construction

RECOMMENDED BY: G.H. Javaheripour _____

APPROVED BY: Roger W. Wagner _____

Description/Background:

The District wishes to enter into an agreement with Executive Cleaning Services for janitorial services at Southern California Logistics Airport where VVC holds classes.

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

Need:

To provide janitorial services to VVC's offsite educational courses.

Fiscal Impact:

$1,095.00 Monthly – Budgeted Item

Recommended Action:

This item has been approved by the Superintendent/President, and it is recommended that the Board of Trustees ratify the agreement with Executive Cleaning Services in the amount of $1,095.00 monthly.

Legal Review: YES ___ NOT APPLICABLE X

Reference for Agenda: YES ___ NO X

Meeting Date: December 9, 2014 Item Number: 6.2

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM

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

TOPIC: 2015 Board Calendar

SUBMITTED BY: Annette McComas

RECOMMENDED BY: Roger W. Wagner

APPROVED BY: Roger W. Wagner _____

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 2015 calendar of board meetings.

Legal Review: YES ___ NOT APPLICABLE_X__

Reference for Agenda: YES _X_NO___

Victor Valley Community College District
Calendar of Board Meetings
2015

Second Tuesday of Each Month, 6 p.m.

January 13, 2015

February 10, 2015

March 10, 2015

April 14, 2015

May 12, 2015

June 9 2015

July 14, 2015

August 11, 2015

September 8, 2015

October 13, 2015

November 10, 2015

December 8, 2015

Meeting Date: December 9, 2014

Item Number: 8.1

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES AGENDA ITEM

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

TOPIC: CONTRACT AWARD – FEDERAL BUREAU OF PRISONS

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

RECOMMENDED BY: Peter Maphumulo

APPROVED BY: Roger W. Wagner

Description/Background:

The district wishes to accept the contract awarded by the Federal Bureau of Prisons located in Victorville, offering automotive instruction for student inmates at their four-facility campus. This three-year contract continues a relationship between the FCC Victorville and Victor Valley College in ASE instruction that started in 2009. The effective date of award is December 1, 2014. The base period shall extend through September 30, 2015.

Need:

The need is to serve community stakeholders to deliver instruction in ASE Certified automotive instruction as well as ASE Certification test preparation.

Fiscal Impact:

Total award amount - $908,166.00

Recommended Action:

It is recommended by the Superintendent/President that the Board of Trustees accept the contract awarded by the Federal Bureau of Prisons located in Victorville, offering automotive instruction for student inmates at their four-facility campus. The effective date of award is December 1, 2014. The base period shall extend through September 30, 2015.

Legal Review: YES _X_ NOT APPLICABLE__

Reference for Agenda: YES _X_ NO___

U.S. Department of Justice

Federal Bureau of Prisons

Field Acquisition Office

Grand Prairie, Texas 75051

November 5, 2014

Victor Valley Community College District
Attn: Dr. Roger Wagner, President
18422 Bear Valley Road
Victorville, CA 92395-5850

Re: Award Documents – Automotive Repair Instructor Services
Contract Number DJBP061600000050
Solicitation Number RFQP06161400001

Dear Dr. Wagner:

These are documents related to the award of Contract Number DJBP061600000050, Solicitation Number RFQP06161400001 for Automotive Repair Instructor Services at the Federal Correctional Complex, located in Victorville, California.

Enclosed is the award form - Standard Form 1449. This is your copy to keep.

FCC Victorville has been delegated authority to administer this contract. The Contract Administration Office (CAO) was defined in the award documents. By virtue of this delegation, the CAO is empowered to perform day-to-day administrative functions, monitor delivery of services, and negotiate changes in the terms and conditions of this contract. Alicia Chandler is one of the institution's Contracting Officer and shall be your first point-of-contact for contractual issues; however, as the awarding Contracting Officer, I will be available to assist you as necessary.

The date of award is November 5, 2014 with the effective date of award of December 1, 2014. The base period shall extend through September 30, 2015.

You will be notified no later than 60 days prior to the end of the contract year if the Government intends to exercise the first option year of the contract.

We look forward to working with you. If you have any questions, please call me at (972) 352-4559.

Regards,

Paul Baker

Paul Baker,
Contracting Officer
Federal Bureau of Prisons
Field Acquisition Office

Attachments

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24 & 30

1. REQUISITION NUMBER:

2. CONTRACT NO.: DJBP061600000050
3. AWARD/EFFECTIVE DATE: 12/01/2014
4. ORDER NUMBER:
5. SOLICITATION NUMBER: RFQP06161400001
6. SOLICITATION ISSUE DATE: 05/15/2014

7. FOR SOLICITATION INFORMATION CALL:
a. NAME: Paul Baker Paul Baker
b. TELEPHONE NUMBER (No collect calls): (O) 972-352-4559 (F) 972-352-4545
8. OFFER DUE DATE LOCAL TIME: 06/30/2014 14:00:00

9. ISSUED BY CODE BFAO
Federal Bureau of Prisons
Field Acquisition Office
U.S. Armed Forces Reserve Complex
346 Marine Forces Drive
Grand Prairie, TX 75051

10. THE ACQUISITION IS [X] UNRESTRICTED OR [ ] SET ASIDE: % FOR
[ ] SMALL BUSINESS
[ ] HUBZONE SMALL BUSINESS
[ ] SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS
[ ] WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM
[ ] EDWOSB
[ ] 8(A)
NAICS: 611519
SIZE STANDARD: $14,000,000

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
[ ] SEE SCHEDULE

12. DISCOUNT TERMS: NET 30

[ ] 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING:

14. METHOD OF SOLICITATION
[X] RFQ [ ] IFB [ ] RFP

15. DELIVER TO CODE BVIX
Federal Bureau of Prisons
FCC Victorville
13777 AIR EXPRESSWAY BOULEVARD
Education Department
Victorville, CA 92394

16. ADMINISTERED BY CODE BVIX
Federal Bureau of Prisons
FCC Victorville
PO Box 5400
Attn: Contracting Office
Adelanto, CA 92301

17a. CONTRACTOR/OFFEROR CODE 956006576 FACILITY CODE 073583577
VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
Doing Business As:
VICTOR VALLEY COLLEGE
18422 BEAR VALLEY RD
VICTORVILLE, CA 92395-5850
DUNS: 073583577
TELEPHONE NO.

18a. PAYMENT WILL BE MADE BY CODE BVIX
Federal Bureau of Prisons
FCC Victorville
PO Box 5400
Attn: Accounts Payable
Adelanto, CA 92301

[ ] 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED [ ] SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	RP# 0307 Contract Award is for $234,666.00 (Base Year Estimated Maximum) This is a requirement contract. Funds will be obligated by individual task orders. "Large Business " See Continuation Sheet(s) (Use Reverse and/or Attach Additional Sheets as Necessary)				

25. ACCOUNTING AND APPROPRIATION DATA
See Line Item Detail

26. TOTAL AWARD AMOUNT (For Govt. Use Only): $908,166.00

[X] 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA [X] ARE [ ] ARE NOT ATTACHED
[X] 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. 52.212-5 IS ATTACHED. ADDENDA [X] ARE [ ] ARE NOT ATTACHED

[ ] 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED

[X] 29. AWARD OF CONTRACT. REF. RFQP06161400001 OFFER DATED 06/26/2014. YOUR OFFER ON SOLICITATION (BLOCK 5) INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)
Paul Baker

30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT): Roger Livingston / President
30c. DATE SIGNED: 10/31/14

31b. NAME OF THE CONTRACTING OFFICER (TYPE OR PRINT): Paul Baker
31c. DATE SIGNED: 11-5-14

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24 & 30

1. REQUISITION NUMBER

2. CONTRACT NO. DJBP061600000050

3. AWARD/EFFECTIVE DATE 12/01/2014

4. ORDER NUMBER

5. SOLICITATION NUMBER RFQP06161400001

6. SOLICITATION ISSUE DATE 05/15/2014

7. FOR SOLICITATION INFORMATION CALL:

a. NAME Paul Baker Paul Baker

b. TELEPHONE NUMBER (*No collect calls*) (O) 972-352-4559 (F) 972-352-4545

8. OFFER DUE DATE / LOCAL TIME 06/30/2014 14:00:00

9. ISSUED BY CODE BFAO
Federal Bureau of Prisons
Field Acquisition Office
U.S. Armed Forces Reserve Complex
346 Marine Forces Drive
Grand Prairie, TX 75051

10. THE ACQUISITION IS [X] UNRESTRICTED OR [ ] SET ASIDE: % FOR
[ ] SMALL BUSINESS
[ ] HUBZONE SMALL BUSINESS
[ ] SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS
[ ] WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM
[ ] EDWOSB
[ ] 8(A)
NAICS: 611519
SIZE STANDARD: $14,000,000

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
[ ] SEE SCHEDULE

12. DISCOUNT TERMS NET 30

[ ] 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION
[X] RFQ [ ] IFB [ ] RFP

15. DELIVER TO CODE BVIX
Federal Bureau of Prisons
FCC Victorville
13777 AIR EXPRESSWAY BOULEVARD
Education Department
Victorville, CA 92394

16. ADMINISTERED BY CODE BVIX
Federal Bureau of Prisons
FCC Victorville
PO Box 5400
Attn: Contracting Office
Adelanto, CA 92301

17a. CONTRACTOR/ OFFEROR CODE 956006576 FACILITY CODE 073583577
VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
Doing Business As:
VICTOR VALLEY COLLEGE
18422 BEAR VALLEY RD
VICTORVILLE, CA 92395-5850
DUNS: 073583577

TELEPHONE NO.

[ ] 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18a. PAYMENT WILL BE MADE BY CODE BVIX
Federal Bureau of Prisons
FCC Victorville
PO Box 5400
Attn: Accounts Payable
Adelanto, CA 92301

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED [ ] SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	RP# 0307 Contract Award is for $234,666.00 (Base Year Estimated Maximum) This is a requirement contract. Funds will be obligated by individual task orders. "Large Business " See Continuation Sheet(s) (*Use Reverse and/or Attach Additional Sheets as Necessary*)				

25. ACCOUNTING AND APPROPRIATION DATA
See Line Item Detail

26. TOTAL AWARD AMOUNT (*For Govt. Use Only*)
$908,166.00

[X] 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA [X] ARE [ ] ARE NOT ATTACHED

[X] 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. 52.212-5 IS ATTACHED. ADDENDA [X] ARE [ ] ARE NOT ATTACHED

[ ] 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED

[X] 29. AWARD OF CONTRACT: REF. RFQP06161400001 OFFER DATED 06/26/2014. YOUR OFFER ON SOLICITATION (BLOCK 5) INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA (*SIGNATURE OF CONTRACTING OFFICER*)

30b. NAME AND TITLE OF SIGNER (*TYPE OR PRINT*)

30c. DATE SIGNED

31b. NAME OF THE CONTRACTING OFFICER (*TYPE OR PRINT*) Paul Baker

31c. DATE SIGNED

Section 2 - Commodity or Services Schedule

SCHEDULE OF SUPPLIES/SERVICES

CONTINUATION SHEET

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Automotive Repair Instructor Services, Base Period	Previous :	EA	Previous:	Previous:$312,888.00
	Line Period of Performance: 12/01/2014 - 09/30/2015	12.000000		$26,074.0000	Change: ($78,222.00)
		Change:		Change: $0.0000	Current: $234,666.00
		-3.000000		Current:	
		Current : 9.000000		$26,074.0000	
0002	Automotive Repair Instructor Services, Option Year 1	Previous :	EA	Previous:	Previous:$328,536.00
	Line Period of Performance: 10/01/2015 - 09/30/2016	12.000000		$27,378.0000	Change: $0.00
		Change: 0.000000		Change: $0.0000	Current: $328,536.00
		Current :		Current:	
		12.000000		$27,378.0000	
0003	Automotive Repair Instructor Services, Option Year 2	Previous :	EA	Previous:	Previous:$344,964.00
	Line Period of Performance: 10/01/2016 - 09/30/2017	12.000000		$28,747.0000	Change: $0.00
		Change: 0.000000		Change: $0.0000	Current: $344,964.00
		Current :		Current:	
		12.000000		$28,747.0000	
				PREVIOUS TOTAL	$986,388.00
				CHANGE	($78,222.00)
				CURRENT TOTAL	$908,166.00

Each equals one class or course
Large Business

Award Information

The following contractual language shall be incorporated into contract DJBP061600000050 as follows:

The contractor's completed quote sent June 26, 2014.

Pursuant to FAR 42.202 and 42.203, the undersigned Contracting Officer hereby assigns as the Contract Administration Office (CAO), the Federal Correctional Complex - Victorville, California; Attn: Contract Specialist. This assignment carries with it the authority to perform all of the normal contract administration functions listed in FAR 42.302 (a) as items (1) through (71) to the extent that those functions apply to this contract. This assignment also includes delegation of authority to perform those negotiation functions as specified in FAR 42.302 (b) as Items (1) through (11).

Wage Determination Number 2005-2053; Revision Number 17; Date of Revision 07/25/2014 is hereby incorporated into the contract.

2.2 Statement of Work

Introduction

The Federal Bureau of Prisons, Field Acquisition Office, Grand Prairie, Texas, is awarding this contract for the provision of Automotive Service Excellence program (Vehicle Repair Instructors) as prescribed in the description of duties listed below to the inmate popu-

lation of the Federal Correctional Complex (FCC) Victorville, CA.

SCOPE OF WORK
Contractor to provide instruction during the day in the UNICOR shop area / Vocational Training Workshop area, or at the Education Department at the FCC Victorville between the hours of 7:30 A.M. to 10:45 A.M., and/or 11:45 A.M. to 2:45 P.M. Monday thru Friday, or other hours as agreed to by the Supervisor of Education (SOE). The courses will be taught two to four days per week in three (3) hour blocks of instruction for each of the four institutions reference in the Objective section above. Specific dates and number of blocks per day for the classes will be determined by mutual agreement between the SOE and the contractor. Class size will be up to 25 inmate students per course or as determined by the SOE. Students will be selected by the SOE or his/her designee. Three courses will be provided at each institution per year. Academic schedules proposed in accordance with the above will apply except in the event of institutional emergencies. In the event of an emergency, classes may be delayed or cancelled as necessary. When classes are cancelled as a result of institution emergencies the instructor will be notified in a timely manner to prevent unnecessary travel to the institution. When notification is given instructor will make plans to make up classes as necessary at a future date. When classes are cancelled after the instructor is already at the institution classes will be made up by providing enrolled students with self-study handouts and assignments. All adjustment to program delivery will be discussed with the SOE or his designee for his/her approval prior to proposed delivery alternatives.

FEES & SUPPLIES
Registration fees, tuition, lab fees, ASE testing preparation and any incidental fees, will be included in the contract price, including textbooks, and all other classroom materials.

SCOPE OF SERVICE
The contractor will conduct and provide instruction to inmates in three (3) of the following (9) courses per year:
*4 Unit course in Automotive Automatic Transmission Overhaul. Credit for this course will count as college credit hours.
*4 Unit course in Automotive Standard Transmission and Differential Overhaul. Credit for this course will count as college credit hours.
* 4 Unit course in Automotive Heating and Air Conditioning Systems. Credit for this course will count as college credit hours.
* 4 Unit course in Automotive Steering and Suspension Systems. Credit for this course will count as college credit hours.
* 4 Unit course in Automotive Electrical/Electronic System Repair. Credit for this course will count as college credit hours.
* 4 Unit course in Automotive Breaking Systems. Credit for this course will count as college credit hours.
* 4 Unit course in Automotive Engine Repair. Credit for this course will count as college credit hours.
* 4 Unit course in Automotive Repair Ignition and Fuel Systems. Credit for this course will count as college credit hours.
* 4 Unit course in Automotive Hybrid Safety Systems. Credit for this course will count as college credit hours.
* Each class will have at least 110 instructional hours of contact hours, to include up to two (2) hours of test preparation for the certification exam.

Courses to be completed during the base year and in option years, assuming the option years are exercised as follows:

Base Yr.	Automotive Engine Repair Automatic Standard Transmissions and Differential Overhaul Automotive Hybrid Safety Systems
Opt. Yr. One	Automotive Breaking Systems Automotive Steering and Suspension Systems Automotive Automatic Transmission Overhaul
Opt. Yr. Two	Automotive Electrical/Electronic System Repair Automotive Heating and Air Conditioning Systems Automotive Ignition and Fuel System

The contractor will provide terminal Certificate of Completion, documenting the inmate's specific proficiencies in the above subjects for each inmate who completes at least three (3) of the nine (9) available courses. The Contractor will provide enough information, including literature, application forms, testing center information nearest to the student's release point, etc., for the student to take the ASE certification exams.

SPECIAL QUALIFICATIONS REQUIRED
The Contractor must be a community or junior college listed in the directory entitled Accredited Institutions of Higher Education, Western Association of Schools and College. All contractor staff assigned to provide instructional services as part of this contract must be appropriately licensed /certified and have at least two years teaching experience in a classroom setting.

The Contractor shall provide pre-approved and qualified personnel to act as an alternate instructor in the event of the primary instructor's absence, or the course will be extended additional session(s) to complete the course curriculum.

INMATE MANAGEMENT
Provisions of this contract will require frequent and unsupervised contact with inmates. The contractor will not be responsible for the management of inmates, other than to ensure that those inmates involved in activities within the contractor's scope of work shall abide

by all rules in effect to ensure their safety and wellbeing. The contractor is to report any infraction by an inmate to the SOE or his designee.

INSTITUTION SECURITY

The contractor agrees to adhere to all regulations prescribed by the institution for the safety, custody and conduct of inmates. The contractor must meet the following security requirements; background check (National Agency check and Inquiries), name check (DOJ-99), fingerprint check (DD-258), local law enforcement agency checks, references for previous employments, resume/personal qualifications, authorization to release information (OPM-329). Contractors shall attend a four hour mandatory orientation program prior to beginning their contract. The Volunteer Coordinator shall be responsible for conducting the Orientation Program, establishing procedures and guidelines, and assuring standardization of curriculum. The SOE or his/her designee shall conduct a tour of the institution for the contractor as soon as feasible. The Orientation Program shall emphasize security and staff responsibility.

OTHER MISCELLANEOUS INFORMATION

The service is a contractual arrangement and not a personnel appointment. Payment is based on an end product or the accomplishment of a specific result. The service does not constitute an employer/employee relationship. The contractor will not be subject to Government supervision, except for security related matters. However, contractor performance shall be monitored.

PLACE OF PERFORMANCE

The contractor's place of performance will be in the Vocational Training, Education Department or UNICOR area at the Federal Correctional Complex, 13777 Air Expressway Blvd., Victorville, CA 92394. Services will normally be performed in the VT/Education or UNICOR classroom and shop area, but may be perform at other locations within the institution.

Section 3 - Contract Clauses

A.1 ADDENDUM TO FAR 52.212-4, Contract Terms and Conditions - Commercial Items (Sept 2013)

The terms and conditions for the following clauses are hereby incorporated into this solicitation and resulting contract as an addendum to FAR clause 52.212-4.

Clauses By Reference

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)	
This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): www.acquisition.gov/far	
Clause	Title
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistlerblower Rights (Sep 2013)
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper (May 2011)
52.204-9	Personal Identity Verification of Contractor Personnel (Jan 2011)
52.212-4	Contract Terms and Conditions - Commercial Items (Sept 2013)
52.223-5	Pollution Prevention and Right-to-Know Information (May 2011)
52.224-1	Privacy Act Notification (Apr 1984)
52.224-2	Privacy Act (Apr 1984)
52.228-5	Insurance - Work on a Government Installation (Jan 1997)
52.232-18	Availability Of Funds (Apr 1984)
52.232-40	Providing Accelerated Payments to Small Business Subcontractors (Dec 2013)
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation (Apr 1984)
52.242-13	Bankruptcy (July 1995)
52.253-1	Computer Generated Forms (Jan 1991)

52.216-18 Ordering (Oct 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the first day of the effective performance period through the last day of the effective performance period.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

52.216-19 Order Limitations (Oct 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than one each, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor—
(1) Any order for a single item in excess of the estimated quantities identified in the Schedule of Items within the current performance period; or
(2) Any order for a combination of items in excess of estimated quantities identified in the Schedule of Items within the current performance period; or
(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c)If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any of one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.
(End of clause)

52.216-21 Requirements (Oct 1995)

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the last day of the effective performance period.

(End of clause)

52.217-8 Option to Extend Services (Nov 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Of-

ficer may exercise the option by written notice to the Contractor prior to the expiration of the current performance period.
(End of clause)

52.217-9 Option to Extend the Term of the Contract (Mar 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor prior to the expiration of the current performance period; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed three (3) years.

(End of clause)

52.222-42 Statement of Equivalent Rates for Federal Hires (May 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

This Statement is for Information Only:
It is not a Wage Determination

Employee Class	Monetary Wage - Fringe Benefits
Technical Instructor	$29.63

(End of clause)

52.232-19 Availability Of Funds For The Next Fiscal Year (Apr 1984)

Funds are not presently available for performance under this contract beyond September 30 of the base year or any option year exercised. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30 of the base year or any option year exercised , until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

2852.223-70 Unsafe Conditions Due to the Presence of Hazardous Material (June 1996)

(a) "Unsafe condition" as used in this clause means the actual or potential exposure of contractor or Government employees to a hazardous material as defined in Federal Standard No. 313, and any revisions thereto during the term of this contract, or any other material or working condition designated by the Contracting Officer's Technical Representative (COTR) as potentially hazardous and requiring safety controls.
(b) The Occupational Safety and Health Administration (OSHA) is responsible for issuing and administering regulations that require contractors to apprise its employees of all hazards to which they may be exposed in the course of their employment; proper conditions and precautions for safe use and exposure; and related symptoms and emergency treatment in the event of exposure.
(c) Prior to commencement of work, contractors are required to inspect for and report to the contracting officer or designee the presence of, or suspected presence of, any unsafe condition including asbestos or other hazardous materials or working conditions in areas in which they will be working.
(d) If during the performance of the work under this contract, the contractor or any of its employees, or subcontractor employees, discovers the existence of an unsafe condition, the contractor shall immediately notify the contracting officer, or designee, (with written

notice provided not later than three (3) working days thereafter) of the existence of an unsafe condition. Such notice shall include the contractor's recommendations for the protection and the safety of Government, contractor and subcontractor personnel and property that may be exposed to the unsafe condition.
(e) When the Government receives notice of an unsafe condition from the contractor, the parties will agree on a course of action to mitigate the effects of that condition and, if necessary, the contract will be amended. Failure to agree on a course of action will constitute a dispute under the Disputes clause of this contract.
(f) Nothing contained in this clause shall relieve the contractor or subcontractors from complying with applicable Federal, State, and local laws, codes, ordinances and regulations (including the obtaining of licenses and permits) in connection with hazardous material including but not limited to the use, disturbance, or disposal of such material.
(End of Clause)

52.21-603-70 Contracting Officer's Representative (COR) (June 2012)

(a) Mathew Agbaosi , Assistant Supervisor of Education, FCC Victorville, 760-246-2400 is hereby designated as the Contracting Officer's Representative (COR) under this contract.

(b) The COR is responsible, as applicable, for: receiving all deliverables, inspecting and accepting the supplies or services provide hereunder in accordance with the terms and conditions of this contract; providing direction to the contractor which clarifies the contractor effort, fills in details or otherwise serves to accomplish the contractual Scope of Work; evaluating performance; and certifying all invoices/vouchers for acceptance of the supplies or services furnished for payment.

(c) The COR does not have the authority to alter the contractor's obligations under the contract, and/or modify any of the expressed terms, conditions, specifications, or cost of the agreement. If as a result of technical discussions it is desirable to alter/change contractual obligations or the Scope of Work, the Contracting Officer shall issue such changes.

52.27-103-72 DOJ CONTRACTOR RESIDENCY REQUIREMENT BUREAU OF PRISONS (JUNE 2004)

For three of the five years immediately prior to submission of an offer/bid/quote, or prior to performance under a contract or commitment, individuals or contractor employees providing services must have:

1. Legally resided in the United States (U.S.);
2. worked for the U.S. overseas in a Federal or military capacity; or
3. been a dependent of a Federal or military employee serving overseas.

If the individual is not a U.S. citizen, they must be from a country allied with the U.S. The following website provides current information regarding allied countries: http://www.opm.gov/employ/html/citizen.htm

By signing this contract or commitment document, or by commencing performance, the contractor agrees to this restriction.
[End of Clause]

52.24-403-70 Notice of Contractor Personnel Security Requirements (OCT 2005)

Compliance with Homeland Security Presidential Directive-12 (HSPD-12) and Federal Information Processing Standard Publication 201 (FIPS 201) [1] entitled "Personal Identification Verification (PIV) for Federal Employees and Contractors," Phase I.
1. Long-Term Contractor Personnel:
In order to be compliant with HSPD-12/PIV I, the following investigative requirements must be met for each new long-term [2] contractor employee whose background investigation (BI) process begins on or after October 27, 2005:
a. Contractor Personnel must present two forms of identification in original form prior to badge issuance (acceptable documents are listed in Form I-9, OMB No. 1615-0047, "Employment Eligibility Verification," and at least one document must be a valid State or Federal government-issued picture ID);
b. Contractor Personnel must appear in person at least once before a DOJ official who is responsible for checking the identification documents. This identity proofing must be completed sometime during the clearance process but prior to badge issuance and must be documented by the DOJ official;
c. Contractor Personnel must undergo a BI commensurate with the designated risk level associated with the duties of each position. Outlined below are the minimum BI requirements for each risk level:

- High Risk - Background Investigation (5 year scope)
- Moderate Risk - Limited Background Investigation (LBI) or Minimum Background Investigation (MBI)
- Low Risk - National Agency Check with Inquiries (NACI) investigation

d. The pre-appointment BI waiver requirements for all position sensitivity levels are a:
1) Favorable review of the security questionnaire form;
2) Favorable fingerprint results;
3) Favorable credit report, if required;[3]

4) Waiver request memorandum, including both the Office of Personnel Management schedule date and position sensitivity/risk level; and
5) Favorable review of the National Agency Check (NAC) [4] portion of the applicable BI that is determined by position sensitivity/risk level.
A badge may be issued following approval of the above waiver requirements.
If the NAC is not received within five days of OPM's scheduling date, the badge can be issued based on a favorable review of the Security Questionnaire and the Federal Bureau of Investigation Criminal History Check (i.e., fingerprint check results).
e. Badge re-validation will occur once the investigation is completed and favorably adjudicated. If the BI results so justify, badges issued under these procedures will be suspended or revoked.
2. Short-Term Contractor Personnel:
It is the policy of the DOJ that short-term contractors having access to DOJ information systems and/or DOJ facilities or space for six months or fewer are subject to the identity proofing requirements listed in items 1a. and 1b. above. The pre-appointment waiver requirements for short-term contractors are:
a. Favorable review of the security questionnaire form;
b. Favorable fingerprint results;
c. Favorable credit report, if required;[5] and
d. Waiver request memorandum indicating both the position sensitivity/risk level and the duration of the appointment. The commensurate BI does not need to be initiated.
A badge may be issued following approval of the above waiver requirements and the badge will expire six months from the date of issuance. This process can only be used once for a short-term contractor in a twelve month period. This will ensure that any consecutive short-term appointments are subject to the full PIV-I identity proofing process.
For example, if a contractor employee requires daily access for a three or four-week period, this contractor would be cleared according to the above short-term requirements. However, if a second request is submitted for the same contractor employee within a twelve-month period for the purpose of extending the initial contract or for employment under a totally different contract for another three or four-week period, this contractor would now be considered "long-term" and must be cleared according to the long-term requirements as stated in this interim policy.
3. Intermittent Contractors:
An exception to the above-mentioned short-term requirements would be intermittent contractors.
a. For purposes of this policy, "intermittent" is defined as those contractor employees needing access to DOJ information systems and/or DOJ facilities or space for a maximum of one day per week, regardless of the duration of the required intermittent access. For example, the water delivery contractor that delivers water one time each week and is working on a one-year contract.
b. Contractors requiring intermittent access should follow the Department's escort policy. Please reference the August 11, 2004, and January 29, 2001, Department Security Officer policy memoranda that conveys the requirements for contractor facility escorted access.
c. Due to extenuating circumstances, if a component requests unescorted access or DOJ IT system access for an intermittent contractor, the same pre-employment background investigation waiver requirements that apply to short-term contractors are required.
d. If an intermittent contractor is approved for unescorted access, the contractor will only be issued a daily badge. The daily badge will be issued upon entrance into a DOJ facility or space and must be returned upon exiting the same facility or space.
e. If an intermittent contractor is approved for unescorted access, the approval will not exceed one year. If the intermittent contractor requires unescorted access beyond one year, the contractor will need to be re-approved each year.
4. An individual transferring from another department or agency shall not be re-adjudicated provided the individual has a current (within the last five years), favorably adjudicated BI meeting HSPD-12 and DOJ's BI requirements.
5. The DOJ's current escorted contractor policy remains unchanged by this acquisition notice.
Notes:
1. FIPS 201 is available at: www.csrc.nist.gov/publications/fips/fips201/FIPS-201-022505.pdf
2. Under HSPD-12, long-term contractors are contractors having access to DOJ information systems and/or DOJ facilities or space for six months or longer. The PIV-I identity proofing process, including initiation and adjudication of the required background investigation, is required for all new long-term contractors regardless of whether it is the current practice to issue a badge. The second phase of HSPD-12 implementation (PIV-II) requires badge issuance to all affected long-term contractors.
3. For contractors in position sensitivity/risk levels above level 1, a favorable review of a credit check is required as part of the pre-appointment waiver package.
4. In order to avoid a delay in the hiring process, components should request an Advance NAC Report when initiating investigations to OPM. Per OPM ' s instructions, to obtain an Advance NAC Report, a Code " 3" must be placed in block " B " of the " Agency Use Only " section of the investigative form. This report is available for all case types.
5.For contractors in position sensitivity/risk levels above level 1, a favorable review of a credit check is required as part of the pre-appointment waiver package.
[End of Clause]

52.242-71 EVALUATION OF CONTRACTOR PERFORMANCE UTILIZING CPARS (APR 2011)

The services, although not directly supervised, shall be reviewed by Federal Bureau of Prisons (BOP) staff to ensure contract compliance. The contractor's performance will be evaluated in accordance with FAR 42.15. Contract monitoring reports will be prepared by the Contacting Officer's Technical Representative (COTR) or Contract Monitor (CM) and maintained in the contract file.

In accordance with FAR 42.1502 and 42.1503, agencies shall prepare an evaluation of contractor performance and submit it to the Past Performance Information Retrieval System (PPIRS). The BOP utilizes the Department of Defense (DOD) web-based Contractor Performance Assessment Reporting System (CPARS) to provide contractor performance evaluations. The contractor shall provide and maintain a current e-mail address throughout the life of the contract. The contractor will receive an e-mail from the Focal Point thru the following website address webptsmh@navy.milwhen the contract is registered in CPARS. The e-mail will contain a "user ID" and temporary password to register in the CPARS system. The contractor must be registered to access and review its evaluation and/or provide a response. If assistance is required when registering, please contact the Contracting Staff/Focal Point.

(End of Clause)

52.212--5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items (January 2014)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
(1) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).
___Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).
(2) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).
(3) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77, 108-78).
(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]
XX (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).
__ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).
__ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)
XX(4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note).
__ (5) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (July 2010) (Pub. L. 111-5).
111-5).
__ (6) 52.204-14, Service Contract Reporting Requirements (JAN 2014) (PUB. L. 111-117, section 743 OF DIV. C).
__ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (JAN 2014) (PUB. L. 111-117, section 743 OF DIV. C).
XX (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Aug 2013) (31 U.S.C. 6101 note). (Applies to contracts over $30,000). (Not applicable to subcontracts for the acquisition of commercially available off-the-shelf items).
__(9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).
__(10) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations(May 2012) (section 738 of Division C of Public Law 112-74, section 740 of Division C of Public Law 111-117, section 743 of Division D of Public Law 111-8, and section 745 of Division D of Public Law 110-161).
__ (11) 52.219-3, Notice of HUBZone Set-Aside or Sole Source Award (Nov 2011) (15 U.S.C. 657a).
XX(12) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
__ (13) [Reserved]
__ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2011) (15 U.S.C. 644).
__ (ii) Alternate I (Nov 2011) of 52.219-6.
__ (iii) Alternate II (Nov 2011) of 52.219-6.
__ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
__ (ii) Alternate I (Oct 1995) of 52.219-7.
__ (iii) Alternate II (Mar 2004) of 52.219-7.
XX (16) 52.219-8, Utilization of Small Business Concerns (Jul 2013) (15 U.S.C. 637(d)(2) and (3)).
__ (17)(i) 52.219-9, Small Business Subcontracting Plan (Jul 2013) (15 U.S.C. 637(d)(4)).
__ (ii) Alternate I (Oct 2001) of 52.219-9.
__ (iii) Alternate II (Oct 2001) of 52.219-9.
__ (iv) Alternate III (July 2010) of 52.219-9.
__ (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).
__ (19) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).
__ (20) 52.219-16, Liquidated Damages—Subcon-tracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
__ (21)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Oct 2008) 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
__ (ii) Alternate I (June 2003) of 52.219-23.
__ (22) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Jul 2013) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

__ (23) 52.219-26, Small Disadvantaged Business Participation Program— Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
__ (24) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657 f).
XX (25) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).
__ (26) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) (15 U.S.C. 637(m)). .
__ (27) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Jul 2013) (15 U.S.C. 637(m)). .
XX (28) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
__ (29) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan 2014) (E.O. 13126).
XX (30) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
XX (31) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
XX (32) 52.222-35, Equal Opportunity for Veterans (Sept 2010) (38 U.S.C. 4212).
XX (33) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).
XX (34) 52.222-37, Employment Reports on Veterans (Sept 2010) (38 U.S.C. 4212).
XX (35) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
XX (36) 52.222-54, Employment Eligibility Verification (Aug 2013). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
__ (37)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
__ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
__ (38) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).
__ (39)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007) (E.O. 13423).
__ (ii) Alternate I (Dec 2007) of 52.223-16.
XX (40) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O.13513).
__ (41) 52.225-1, Buy American Act—Supplies (Feb 2009) (41 U.S.C. 10a-10d).
__ (42)(i) 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act (NOV 2012) (41 U.S.C. Chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
__ (ii) Alternate I (Mar 2012) of 52.225-3.
__ (iii) Alternate II (Mar 2012) of 52.225-3.
__ (iv) Alternate III (NOV 2012) of 52.225-3.
__ (43) 52.225-5, Trade Agreements (Nov 2013) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
XX (44) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

__ (45) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
__ (46) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
__ (47) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
__ (48) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
__ (49) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
XX (50) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).

__ (51) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (July 2013) (31 U.S.C. 3332).
__ (52) 52.232-36, Payment by Third Party (Jul 2013) (31 U.S.C. 3332).
__ (53) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
__ (54)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).
__ (ii) Alternate I (Apr 2003) of 52.247-64.
(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]
XX (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).
__ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
XX (3) 52.222-43, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
__ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
__ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) (41 351, et seq.).
__ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (Feb 2009) (41 U.S.C. 351, et seq.).

XX (7) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013) (E.O. 13495).
__ (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).
__ (9) 52.237-11, Accepting and Dispensing of $1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).
(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.
(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.
(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—
(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).
(ii) 52.219-8, Utilization of Small Business Concerns (Jul 2013) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $650,000 ($1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 72.222-17.
(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
(v) 52.222-35, Equal Opportunity for Veterans (Sept 2010) (38 U.S.C. 4212).
(vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).
(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
(viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).
(ix) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).
___Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).
(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (Nov 2007) (41 U.S.C. 351, et seq.).
(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Feb 2009) (41 U.S.C. 351, et seq.).
(xii) 52.222-54, Employment Eligibility Verification (Aug 2013).

(xiii) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
(xiv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
(xv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.
(End of clause)

[END OF ADDENDUM TO FAR 52.212-4]

Section 4 - List of Attachments

Identifier	Title	Number of Pages
1	Contracting Officer's Representative	2
2	Equal Employment Opportunity Poster	1
3	Equal Employment Opportunity Poster Supplement	1
4	Employee Rights on Government Contracts	2
5	Wage Determination No. 2005-2053, Revision No. 17, Date of Revision 07/25/2014	9

4.1 Special Contract Conditions

Type of Contract. The Government is awarding an Indefinite Delivery/Requirements type contract with firm fixed unit prices resulting from this solicitation.

The resulting contract will include two 12 month option periods for renewal at the unilateral discretion of the Government.

Non-Personal Services Status. Award of this contract will result in a contractual arrangement only and shall not be construed as a personnel appointment with the Bureau of Prisons. The services shall not constitute an employer/employee relationship. Payments to the contractor shall be based on the provision of an end product or the accomplishment of a specific task. Results to be obtained are within the contractor's own unsupervised determination. The contractor will not be subject to Government supervision but its efforts will be monitored for quality assurance.

Reviews. The Contracting Officer or designee is authorized to review by on-site survey, review of records, or by any other reasonable manner, the quality of services rendered under this contract. All records shall be subject to review by the Contracting Officer or other representative of the Bureau of Prisons.

Payments will be denied when such service does not support the charges or if the service is deemed not necessary or appropriate. Such determinations may be made by the Contracting Officer or Supervisor of Education, whichever is appropriate. All records shall be subject to review by the Contracting Officer or other delegated representatives of the BOP.

Performance. The periods of performance of the resulting contract shall be as follows:

Base Year: Effective Date of Award through September 30, 2015
Option Year 1: October 1, 2015 through September 30, 2016
Option Year 2: October 1, 2016 through September 30, 2017

The contractor shall commence full performance of services under this contract by the effective date of award. In accordance with FAR 46.503 and 46.403(a)(6), the place of acceptance for services under this contract is at the destination of, the FCC located in Victorville, CA. The contractor shall provide the contract services independent of Government supervision.

Contract Administration

Contracting Officer Responsibility: Authority to negotiate changes in the terms, conditions, or amounts cited in this contract is reserved to the Contracting Officer. This responsibility may be delegated to an Administrative Contracting Officer by the Contracting Officer.

Ordering Official: Task orders may be issued only by the Contracting Officer, Administrative Contracting Officer, or an Ordering Official for the with an appropriate certificate of appointment or delegation of authority for credit card purchases.

Contracting Officer's Representative (COR): The Contracting Officer will designate in writing a COR who shall be responsible for:

a) Monitoring technical progress, including surveillance and assessment of performance and issuing technical changes;
b) Interpreting the scope of work;
c) Technical evaluation as required;
d) Technical inspection and acceptance;
e) Assisting in the resolution of technical problems encountered by the service provider during contract performance;
f) Monitoring funds available for obligation;
g) Ensuring that task orders are issued in accordance with appropriate terms;
h) Ensuring that invoices and payments are processed in a timely manner;
i) Assisting in the resolution of administrative problems encountered by the service provider during the contract performance.

Contract Security/Investigative Requirements.

The employees of the contractor entering the institution shall meet certain security requirements to receive an institutional pass as required by Bureau of Prisons Program Statement 3000.03 dated December 19, 2007. Primary concerns are the amount of contact that may occur between the contractor and his/her employees with the inmate population during the performance of the contract.

The program manager at the FCC is responsible for conducting the appropriate vouchering, law enforcement checks, and ensuring that fingerprinting is completed on all contractor staff that may need access inside the confines of the secure perimeter. The personnel department will establish a security file that will be maintained on each of the contractor's employees from the beginning of the contract through its duration. The following investigative procedures will be performed:

National Crime Information Center (NCIC) check;
DOJ-99 (name check);
FD-258 (fingerprint check):
Law Enforcement Agency checks;
Vouchering of Employers;
Resume/Personal Qualifications;
Competed Contractor Pre-Employment Form
OPM-329-A (Authority for Release of Information);
National Agency Check and Inquiries (NACI) check (if applicable); and
Urinalysis Test (for the detection of marijuana and other drug usage)

By submitting a quote, the contractor and its employees agree to complete the required documents and undergo the listed procedures. An individual employee of the contractor who does not pass the security clearances will be unable to perform services under the contract. If the resulting contract is to be awarded to an individual, all clearance procedures shall be applied prior to award. Individuals who do not pass the security clearance will not be awarded a contract. The final determination and completion of the security investigation procedures will be made at the sole discretion of the FCC. All persons are advised that a urinalysis test for the detection of marijuana and other drug usage shall be performed. Any person(s) testing positive shall be disqualified from performing under the resulting contract. Any individual employed by the Contractor deemed not suitable by the Bureau of Prisons requirements will not be granted access to perform services under the contract. This is a condition of the contract. The Contractor must be in compliance with Department of Justice regulations at 8 CFR 274a regarding the employment of aliens. A copy of this directive is available upon the Contractor's request.

In addition, each contractor employee must attend an orientation program at the institution. The purpose of this program is to familiarize contractor employees with FSL operations, the institution, and general rules of conduct and procedures inside the institution. Contractor employees shall adhere to all institution regulations regarding conduct and performance. Contractor employees will be allowed access to the institution at the sole discretion of the Chief Executive Officer (CEO). Any individual performing under this contract may be removed if it becomes apparent that his/her conduct does not reflect the conduct of that prescribed for those people performing under non-personal service contracts.

Schedule of Required Insurance.

As required by FAR clauses 52.228-5 entitled "Insurance-Work on a Government Installation" the contractor shall, at its own expense, provide and maintain during the entire performance of the resulting contract, at least the kinds and minimum amounts of insurance required as listed below:

Workers Compensation & Employers Liability: The contractor shall comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of a least $100,000 shall be required, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers. (FAR 28.307-2(a))

Comprehensive General liability: $500,000 per accident on occurrence for bodily injury. This insurance shall include contractor's protective and liability (FAR 28.307-2(b)), and Automobile liability: (FAR 28.307-2(c)).
Before commencing work under this contract, the contractor shall certify to the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required coverage shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective (1) for such period as the laws of the state in which this contract is to be performed, or (2) until 30 days after insurer or the contractor gives written notice to the Contracting Officer, whichever period is longer.

The contractor shall insert the substance of this clause, including this paragraph, in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain insurance required in the schedule or elsewhere in the contract. The contractor shall maintain a copy of all subcontractor's proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

U.S. Department of Justice

Federal Bureau of Prisons
Administration Division

Field Acquisition Office *Grand Prairie, Texas 75051*

August 29, 2014

MEMORANDUM FOR MATHEW AGBAOSI, ASSISTANT SUPERVISOR OF EDUCATION
FCC VICTORVILLE

FROM: //s// PAUL BAKER, CONTRACT SPECIALIST

SUBJECT: Appointment of Contracting Officer's Representative, Contract Number **DJBP061600000050**

1. You are hereby appointed as the Contracting Officer's Representative under Contract Number **DJBP061600000050**.

2. This appointment shall remain in effect for the life of the contract unless:

(a) The appointment is terminated in writing by the undersigned Contracting Officer.

(b) You are reassigned or your employment with the Government is terminated.

3. You shall represent the Contracting Officer for all technical matters that arise under the aforesaid contract. In this respect, Federal Acquisition Regulations require that:

(a) You shall familiarize yourself with the terms and conditions of the contract, particularly with those which fall within the area of your authority.

(b) You shall remain cognizant of the contractor's technical efforts and progress, and discuss these matters with him or her as appropriate.

(c) You may respond to the contractor's inquiries on purely technical aspects of the contract.

(d) You shall review the contractor's progress reports to determine if there has been technical and/or physical progress commensurate with the level of expenditures.

(e) You shall advise the Contracting Officer of any unusual problems affecting the progress or cost of the contract.

(f) If designated to do so, you shall inspect the submittals or services delivered for conformance with the contract work statement and specification requirements; and recommend to the Contracting Officer acceptance or rejection or submittal/services.

(g) You shall review and approve all applications for payment and contract modifications in coordination with the Contracting Officer.

4. Notwithstanding the authorities delegated in Paragraph 3, you;

(a) Shall not redelegate any authority to any other person;

(b) Shall not change any of the terms or conditions of the contract, or sign any modification to the contract;

(c) Shall not obligate the payment of any money by the Government; or

(d) Shall not cause the contractor to incur costs not otherwise covered by the contract, with the expectation that such costs will be reimbursed by the Government.

5. Contact the Contracting Officer for guidance if you are in doubt as to the extent of your authority or in any circumstance not covered above.

6. Forward to the Contracting Officer a copy of all correspondence initiated by you to the contractor. This shall include memoranda of verbal discussions of a significant nature.

7. As directed in AGD 11-005, the CM shall be responsible for the PIV Card Lifecycle including: Request PIV Card Issuance, Report Lost/Stolen PIV Cards, Update Contractor's Record and PIV Card, and Collect PIV Cards.

Meeting Date: December 9, 2014 Item Number: 10.1

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM

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

TOPIC: HOLD A PUBLIC HEARING AND APPROVE AN AGREEMENT WITH CLIMATEC

SUBMITTED BY: Steve Garcia, Facilities Construction

RECOMMENDED BY: G.H. Javaheripour

APPROVED BY: Roger W. Wagner

Description/Background:

The District wishes to hold a public hearing to approve an agreement with Climatec to furnish all engineering, labor, materials and equipment to install energy efficiencies to the Multi-zone Air Handling Units in the Liberal Arts Building #30, the Science Building #31, and the Allied Health Building #32 pursuant to California Government Code Sections 4217.12 – 4217.13.

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

Need:

On October 14, 2014 the Board of Trustees approved the prequalification of three Energy Service Companies. Climatec was one of the companies and pursuant to California Government Code Sections 4217.12 – 4217.13, and Public Contract Code Section 20133 paragraph (1) of subdivision (C) regarding Best Value, Climatec was selected. The above listed projects will reduce the District's overall operational costs while enhancing services to students and staff.

Fiscal Impact:

$266,714.00 – Funded by Proposition 39
$1,447 .00 – Funded by Southern California Edison Incentives

Recommended Action:

1. It is recommended that the Board of Trustees open and close a public hearing to accept comments regarding an agreement with Climatec to engineer, and provide labor, materials and equipment to install energy efficiencies to the Multi-zone Air Handling Units in the Liberal Arts Building #30, the Science Building #31, and the Allied Health Building #32 pursuant to California Government Code Sections 4217.12 – 4217.13
2. It is recommended that the Board of Trustees approve the agreement with Climatec in the amount of $268,161.00 for these energy efficiency projects on the Main Campus.

Legal Review: YES X NOT APPLICABLE___

Reference for Agenda: YES X NO___

CLIMATEC®
MERGING BUILDINGS & TECHNOLOGY

18002 Cowan
Irvine, CA 92614
(949) 474-0955
Fax (949) 474-0956
*CLSB 991066

Date: October 24, 2014
Rev - 1

Attention: Steve Garcia

Subject: **Victor Valley College – Building 30, 31 & 32 Energy Upgrade**

Climatec, LLC located in Irvine, CA is pleased to provide the following proposal for your consideration.

General

Our proposal is based upon the site surveys conducted by Climatec.

Climatec proposes to update the HVAC systems in buildings 30, 31, and 32

Program savings were calculated by a 3rd party company; Climatec is not liable for actual savings.

The subsequent sections detail our scope of work.

Victor Valley College

PROPOSED SCOPE OF WORK

Buildings 30,31,32

System Qty	Provide and install the following for each system:
6	Multizone Air Handling Unit 4 in Building 31 1 in Building 30 1 in building 32 - Replace supply and return motors with new high efficiency motors - Equip supply and return motors with new ABB VFD drives - Upgrade all controls with new sequences of operation - Install new sensors as needed for new sequences - Re-commission units and associated zones to guarantee full functionality - Update all graphics - Replace faulty DDC equipment - Warranty COMPLETE systems for 1 year after completion.

System Qty	Provide and support:
-	- Coordination with chancellor office - Assist with all submission and qualification paperwork - Post verification of savings - Zone duct access doors as needed - General contract with all trades and be the single point of contact for the college - Coordinate installation schedules

General Clarifications

1. Climatec to provide turnkey installation, includes high voltage, mechanical install, and startups.
2. Climatec to provide faulty equipment replacement, start-up, testing and commissioning of systems previously detailed.
3. Seamless integration to the existing Climatec server.
4. (16) Hours of training to be provided.
5. One (1) year warranty for parts and labor.
6. Climatec to provide the following submittal documents:
   a. CAD Engineered Drawings and Product Data.
   b. CAD As-Built Drawings and Maintenance Manuals.
7. Work to be performed during normal working hours.
8. Includes bond

Exclusions

1. **Monitoring or controlling combination fire/smoke dampers.**
2. **Fire life safety systems; fire or smoke components of any kind.**
3. **Furnishing, installing, or wiring of smoke detectors.**
4. **Dampers of any kind.**
5. **Starters and disconnect.**

QUOTATION

Total* ..... ***$ 268,161***

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

CLIMATEC®
MERGING BUILDINGS & TECHNOLOGY

Climatec, LLC
CSLB # 991066
FID # 86-0945853

Climatec, LLC Submitted by:

Junior Mexia
Name

Junior Mexia
Signature **Date**

Sales Engineer, LEED AP
Title

Customer:

ROGER W. WAGNER
Name

Signature **Date**

SUPERINTENDENT / PRESIDENT
Title

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

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

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

1. SCOPE OF WORK. This proposal is valid for 90 days from date of proposal. Beyond that time Climatec, LLC (herein Climatec) reserves the right to revise any or all portions of it. This proposal is based upon the use of straight time labor only unless stated otherwise in this proposal. Plastering, patching and painting are excluded unless stated otherwise in this proposal. "In-line" duct and piping devices, including but not limited to valves, dampers, humidifiers, wells, taps, flow meters, orifices, etc., if required hereunder to be furnished by Climatec shall be distributed to and installed by others under Climatec's supervision but at no additional cost to Climatec. Purchaser agrees to provide Climatec with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. Climatec agrees to keep the jobsite clean of debris arising out of its own operations. Purchaser shall not back charge Climate for any cost or expenses without Climatec's written consent. Unless specifically noted in the statement of the scope of the work or services undertaken by Climatec under this agreement, Climatec's obligations under this agreement expressly exclude any work or service of any nature associated or connected with the identification, abatement, clean up, control, removal or disposal of environment Hazards or dangerous substances, to include but not to be limited to asbestos, PCBs, or mold discovered in or on the premises. Any language or provision of the agreement elsewhere contained which may authorize or empower the Purchaser to change, modify or alter the scope of work or services to be performed by Climatec shall not operate to compel Climatec to perform any work relating to Hazards without Climatec's express written consent.

2. INVOICING & PAYMENTS. Climatec may invoice Purchaser for all materials delivered to the job site or to an off-site storage facility and for the work performed on-site and off-site. Purchaser agrees to pay Climatec amounts invoiced upon receipt of invoice. Waivers of lien will be furnished upon request, as the work progresses; to the extent payments are received. If Climatec's invoice is not paid within 30 days of its issuance, it is delinquent and Climatec shall add 1% per month interest onto delinquent amounts.

3. MATERIALS. If the materials or equipment included in this proposal become temporarily or permanently unavailable, the time for performance of the work shall be extended to the extent thereof, and in case of permanent unavailability, Climatec shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a reasonable substitute therefore.

4. WARRANTY. Climatec warrants that the equipment manufactured by it shall be free from defects in material and workmanship arising from normal usage for a period of one (1) year from delivery of said equipment, or if installed by Climatec, for a period of one (1) year from the installation date. Climatec warrants that for equipment furnished and/or installed but NOT manufactured by Climatec, Climatec will extend the same warranty and terms and conditions, which Climatec receives from the manufacturer of said equipment. For equipment installed by Climatec, if Purchaser provides written notice to Climatec of any such defects within thirty (30) days after the appearance or discovery of such defect, Climatec shall, at its option, repair or replace the defective equipment and return said equipment to Purchaser. All transportation charges incurred in connection with the warranty for equipment not installed by Climatec shall be borne by Purchaser. These warranties do not extend to any equipment which has been repaired by others, abused, altered or misused, or which has not been properly and reasonably maintained. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THOSE OF MERCHANABILITY AND FITNESS FOR A SPECIFIC PURPOSE.

5. LIABILITY. Climatec shall not be liable for any special, indirect, or consequential damages arising in any manner from the equipment or material furnished or the work performed pursuant to this agreement.

6. TAXES. The price of this proposal does not include duties, sale, use, excise or other similar taxes unless required by federal, state or local laws unless stated otherwise in this proposal. Purchaser shall pay, in addition to the stated price; all taxes not legally required to be paid by Climatec or, alternatively, shall provide Climatec with acceptable tax exemption certificates. Climatec shall provide Purchaser with any tax payment certificate upon request and after completion and acceptance of the work.

7. DELAYS. Climatec shall not be liable for any delay in the performance of the work resulting from or attributed to acts of circumstance beyond Climatec's control, including but not limited to acts of God, file riots, labor disputes, conditions of the premises, acts or omissions of the Purchaser, Owner or other Contractors or delays caused by suppliers or subcontractors or Climatec, etc.

8. COMPLIANCE WITH LAWS. Climatec shall comply with all applicable federal, state, and local laws and regulations. All licenses and permits required for the prosecution of the work shall be obtained and paid for by the purchaser unless stated otherwise in this proposal.

9. DISPUTES. All disputes involving more than $15,000 shall be resolved by arbitration in accordance with the rules of the American Arbitration Association. The prevailing party shall recover all legal costs and attorney's fees incurred as a result. Nothing here shall limit any rights under construction lien laws.

10. INSURANCE. Insurance coverage in excess of Climatec's standard limits will be furnished when requested and required and at Climatec's discretion the costs of this additional insurance may be passed on to the Purchaser. No credit will be given or premium paid by Climatec for insurance afforded by others.

11. INDEMNITY. The Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorney's fees which may arise in connection with the execution of the work herein specified and which are caused, in whole or in part by the negligent act or omission of the indemnifying Party.

12. OCCUPATIONAL SAFETY AND HEALTH. The Parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act (OSHA) relating in any way to the project or project site.

13. ENTIRE AGREEMENT. This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings.

14. CHANGES. No change or modification of any of the terms and conditions stated herein shall be binding upon Climatec unless accepted by Climatec in writing.

15. SEVERABILITY. If one or more of the provision of this agreement are held to be unenforceable under laws, such provision(s) shall be excluded from these terms and conditions and the remaining terms and conditions shall be interpreted as if such provision were so excluded and shall be enforced in accordance to their terms and conditions.

Meeting Date: December 9, 2014

Item Number: 11.1

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: Rocio Chavez

RECOMMENDED BY: Trinda Best

APPROVED BY: Roger W. Wagner

Description/Background:

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

Executive Dean, Technology & Information Systems
Director, EOPS/CARE
Dean of Health Sciences and Public Safety
Executive Dean of Institutional Effectiveness
Instructional Dean, Instruction
Instructional Dean, Humanities, Arts & Social Sciences
Director, Human Resources

Need: Board approval is needed to renew administrator contracts.

Fiscal Impact: Budgeted

Recommended Action: It is recommended the Board of Trustees consider approving the contracts as listed.

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: December 10, 2014

The Board of Trustees of the Victor Valley Community College District offers you employment in the position of Executive Dean, Technology & Information Systems for the period commencing 7/1/2015 and ending on 6/30/2017. 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 6/30/2017. Pursuant to Education Code Section 72411, you are to be provided six months' notice before the expiration of this contract of non-renewal. Otherwise, the contract will renew for the same duration and terms as described in subsection (c) of Education Code Section 72411.

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. The parties agree that regardless of Government Code Section 53260, the maximum cash settlement you will receive will be your monthly salary multiplied by six (6) to reflect a total of six (6) months' salary as a total and complete severance.

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_____
Roger Wagner, Ph.D., Superintendent/President

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

_____ Date _____
Frank Smith

BOARD OF TRUSTEES OF THE
VICTOR VALLEY COMMUNITY COLLEGE DISTRICT

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

Date of Offer: December 10, 2014

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 7/1/2015 and ending on 6/30/2017. 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 6/30/2017. Pursuant to Education Code Section 72411, you are to be provided six months' notice before the expiration of this contract of non-renewal. Otherwise, the contract will renew for the same duration and terms as described in subsection (c) of Education Code Section 72411.

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. The parties agree that regardless of Government Code Section 53260, the maximum cash settlement you will receive will be your monthly salary multiplied by six (6) to reflect a total of six (6) months' salary as a total and complete severance.

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_____
Roger Wagner, Ph.D., Superintendent/President

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

_____ Date _____
Carl Smith

BOARD OF TRUSTEES OF THE
VICTOR VALLEY COMMUNITY COLLEGE DISTRICT

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

Date of Offer: December 10, 2014

The Board of Trustees of the Victor Valley Community College District offers you employment in the position of Dean of Health Sciences and Public Safety for the period commencing 7/1/2015 and ending on 6/30/2017. 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 6/30/2017. Pursuant to Education Code Section 72411, you are to be provided six months' notice before the expiration of this contract of non-renewal. Otherwise, the contract will renew for the same duration and terms as described in subsection (c) of Education Code Section 72411.

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. The parties agree that regardless of Government Code Section 53260, the maximum cash settlement you will receive will be your monthly salary multiplied by six (6) to reflect a total of six (6) months' salary as a total and complete severance.

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_____
Roger Wagner, Ph.D., Superintendent/President

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

_____ Date _____
Patricia Luther

BOARD OF TRUSTEES OF THE
VICTOR VALLEY COMMUNITY COLLEGE DISTRICT

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

Date of Offer: December 10, 2014

The Board of Trustees of the Victor Valley Community College District offers you employment in the position of Executive Dean, Institutional Effectiveness for the period commencing 7/1/2015 and ending on 6/30/2017. 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 6/30/2017. Pursuant to Education Code Section 72411, you are to be provided six months' notice before the expiration of this contract of non-renewal. Otherwise, the contract will renew for the same duration and terms as described in subsection (c) of Education Code Section 72411.

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. The parties agree that regardless of Government Code Section 53260, the maximum cash settlement you will receive will be your monthly salary multiplied by six (6) to reflect a total of six (6) months' salary as a total and complete severance.

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_____
Roger Wagner, Ph.D., Superintendent/President

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

_____ Date _____
Virginia Moran

BOARD OF TRUSTEES OF THE
VICTOR VALLEY COMMUNITY COLLEGE DISTRICT

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

Date of Offer: December 10, 2014

The Board of Trustees of the Victor Valley Community College District offers you employment in the position of Instructional Dean, Instruction for the period commencing 7/1/2015 and ending on 6/30/2017. 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 6/30/2017. Pursuant to Education Code Section 72411, you are to be provided six months' notice before the expiration of this contract of non-renewal. Otherwise, the contract will renew for the same duration and terms as described in subsection (c) of Education Code Section 72411.

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. The parties agree that regardless of Government Code Section 53260, the maximum cash settlement you will receive will be your monthly salary multiplied by six (6) to reflect a total of six (6) months' salary as a total and complete severance.

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_____
Roger Wagner, Ph.D., Superintendent/President

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

_____ Date _____
Rolando Regino

BOARD OF TRUSTEES OF THE
VICTOR VALLEY COMMUNITY COLLEGE DISTRICT

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

Date of Offer: December 10, 2014

The Board of Trustees of the Victor Valley Community College District offers you employment in the position of Instructional Dean, Humanities, Arts & Social Sciences for the period commencing 7/1/2015 and ending on 6/30/2017. 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 6/30/2017. Pursuant to Education Code Section 72411, you are to be provided six months' notice before the expiration of this contract of non-renewal. Otherwise, the contract will renew for the same duration and terms as described in subsection (c) of Education Code Section 72411.

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. The parties agree that regardless of Government Code Section 53260, the maximum cash settlement you will receive will be your monthly salary multiplied by six (6) to reflect a total of six (6) months' salary as a total and complete severance.

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_____
Roger Wagner, Ph.D., Superintendent/President

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

_____ Date _____
Paul Eddie Williams

BOARD OF TRUSTEES OF THE
VICTOR VALLEY COMMUNITY COLLEGE DISTRICT

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

Date of Offer: December 10, 2014

The Board of Trustees of the Victor Valley Community College District offers you employment in the position of Director, Human Resources for the period commencing 7/1/2015 and ending on 6/30/2017. 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 6/30/2017. Pursuant to Education Code Section 72411, you are to be provided six months' notice before the expiration of this contract of non-renewal. Otherwise, the contract will renew for the same duration and terms as described in subsection (c) of Education Code Section 72411.

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 19 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. The parties agree that regardless of Government Code Section 53260, the maximum cash settlement you will receive will be your monthly salary multiplied by six (6) to reflect a total of six (6) months' salary as a total and complete severance.

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_____
Roger Wagner, Ph.D., Superintendent/President

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

_____ Date _____
Trinda Best

Meeting Date: December 9, 2014 Item Number: 11.2

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM

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

TOPIC: NON-RENEWAL OF ADMINISTRATOR CONTRACT – Director of Special Grants Programs

SUBMITTED BY: Rocio Chavez

RECOMMENDED BY: Trinda Best

APPROVED BY: Roger W. Wagner

Description/Background:

Due to the elimination of Gear Up funds, the Board will consider a non-renewal of the following Administrative contract:

Director of Special Grants Programs

Need: Board approval is needed to renew administrator contracts.

Fiscal Impact: Budgeted

Recommended Action: It is recommended the Board of Trustees consider a non-renewal of the contract.

Legal Review: YES ___ NOT APPLICABLE_X__

Reference for Agenda: YES _X__NO___

Meeting Date: December 9, 2014 Item Number: 11.3

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM

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

TOPIC: Management Appointment, Instructional Dean, S.T.E.M.

SUBMITTED BY: Trinda Best

RECOMMENDED BY: Trinda Best

APPROVED BY: Roger W. Wagner

Description/Background:

Hamid Eydgahi has been recommended to fill the position of Instructional Dean, S.T.E.M. beginning January 2, 2015 through June 30, 2016.

Need:

Position is needed to fill the existing vacancy

Fiscal Impact: Range 20 Step G on the Management Salary Schedule, $ 10,772/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___

BOARD OF TRUSTEES OF THE
VICTOR VALLEY COMMUNITY COLLEGE DISTRICT

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

Date of Offer: December 10, 2014

The Board of Trustees of the Victor Valley Community College District offers you employment in the position of Instructional Dean, S.T.E.M. for the period commencing 1/2/2015 and ending on 6/30/2016. 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 6/30/2016. Pursuant to Education Code Section 72411, you are to be provided six months' notice before the expiration of this contract of non-renewal. Otherwise, the contract will renew for the same duration and terms as described in subsection (c) of Education Code Section 72411.

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. The parties agree that regardless of Government Code Section 53260, the maximum cash settlement you will receive will be your monthly salary multiplied by six (6) to reflect a total of six (6) months' salary as a total and complete severance.

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_____
Roger Wagner, Ph.D., Superintendent/President

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

_____ Date _____
Hamid Eydgahi

Meeting Date: December 9, 2014 Item Number: 12.1

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM

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

TOPIC: STUDENT EQUITY REPORT

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

RECOMMENDED BY: Peter Maphumulo

APPROVED BY: Roger W. Wagner

Description/Background:

The district has completed its Student Equity Plan as required by the California Community Colleges System Office.

Need:

Mandated state report due January 1, 2015.

Fiscal Impact:

None.

Recommended Action:

Submitted as an information item.

Legal Review: YES ___ NOT APPLICABLE X

Reference for Agenda: YES X NO___

ACADEMIC SENATE - 1ST READING – DEC. 4, 2014

Victor Valley College

Student Equity Plan

November 25, 2014

Victor Valley College Student Equity Plan

Table of Contents

Victor Valley College
Student Equity Plan
Signature Page

District: _____ **Date Approved by Board of Trustees:** _____

College President: _____

Vice President of Student Services: _____

Vice President of Instruction: _____

Academic Senate President: _____

Student Equity Coordinator/Contact Person: _____

Executive Summary

Student Equity History

The need for addressing student equity at California's community colleges began in 1991 with the passage of AB 617, which added an equity component to the Comprehensive Mission Statement. The Board of Governors soon followed in 1992 when they adopted a policy requiring college districts to develop and implement a student equity plan and then evaluate their student equity efforts. The Board of Governors made student equity planning into a minimum standard for receiving state funding in 1996, but no guidelines were developed by the Chancellor's Office.

In 2002, the Board of Governors made student equity planning part of Title 5. The Chancellor's office responded in 2003 by developing guidelines for colleges. In November 2004, VVC completed its first Student Equity Plan [Attachment 1] as did other colleges throughout the state.

By 2005, the Chancellor's Office requested that colleges begin updating their Student Equity Plans. The guidelines required that plans be evaluated and revised every three years, but allowed enough flexibility so that individual colleges could adapt their Student Equity Plans to local concerns.

In 2008, VVC updated and revised its Student Equity Plan [Attachment 2]. VVC began to update this plan in 2011, but abandoned the effort after some initial data was collected. Throughout the state, many of the requirements for student equity were suspended because of the severe budget cuts throughout the state. (Much of the data collected for the 2011 report has been incorporated into this 2014 report.)

The Student Success Act of 2012 (SB 1456) was passed and reaffirmed the importance of focusing on student equity in the effort to improve student success. In 2013, the Chancellor's Office convened a Student Equity Workgroup to review and update the student equity planning process, ensuring that each college identified strategies to address and monitor equity issues as well as to mitigate disproportionate impact on student access and achievement.

In January 2014, in recognition and support of the importance of the need to identify and support equity and success for all students, the governor's 2014-15 budget proposed to target $100 million of additional Student Success and Support Program (SSSP) funding to close achievement gaps in access and success in underrepresented student groups.

VVC's current efforts to address student equity are in response to the Student Success Act of 2012 and follow the Chancellor's Office's guidelines for student equity planning. The Student Equity Plan of 2014 has been coordinated with the Student Success Support Plan of 2014 (Attachment 3) and the BSI Grant (Attachment 4) and incorporates the goals and activities from those plans.

Target Groups

The Student Equity Plan focuses on target groups by 1) Ethnicity, 2) Gender, 3) Age, and 4) Disability. Each target group has been broken down for closer examination according to the student population of Victor Valley College.

1. Ethnicity has been broken down to examine African-American, Hispanic, Asian, Pacific Islanders, American Indians or Alaskan Natives and White.
2. Gender has been broken down into male and female students.
3. Age has general been broken down into <18 years, 18-20 years old, 21-25 years old, 26-30 years old, 31-40 years old, 41-50 years old, 51-60 years old and >60 years old. In some areas, the categories are slightly different for the youngest and oldest students.
4. Disability has been broken down into learning disability, physical disability and psychological disability or into receiving or not receiving DSPS services.

The report does not include a detailed examination of students coming from foster care. This is a target group where initial research was conducted, but not completed adequately to be included in this report. Students coming from foster care must, however, be a part of student equity efforts at VVC.

California had 10,720 foster youth students enrolled in Fall 2012 and 13,293 foster youth students enrolled in Fall 2013, representing an increase of 24%. VVC had 137 foster youth students enrolled in Fall 2012 and 121 foster youth students enrolled in Fall 2013, representing a decrease of 12%.

Areas for Evaluation

These groups were examined in five areas, including 1) Access, 2) Course Completion, 3) ESL and Basic Skills Completion, 4) Degree and Certificate Completion and 5) Transfer.

1. For Access, we compared the community's demographics to the student population to see if the students we are reaching align with the local population.
2. For Course Completion, we compared the number of credit courses that students completed by the end of the term to the number of courses in which the students are enrolled on the census day of the term.
3. For ESL and Basic Skills Completion, we compared the number of students who complete a degree-applicable course after having completed the final ESL or basic skills course to the number of those who complete a basic skills course.
4. For Degree and Certificate Completion we compared the number of students by population group who received a degree or certificate to the number of students in that group with the same informed matriculation goal.
5. For Transfer, we compared the number of students who complete a minimum of 12 units and have attempted a transfer level course in mathematics or English to the number of students who actually transfer after one year or up to six years.

Goals and Outcomes

Victor Valley College has two primary goals for the Student Equity Plan 2014:

1. The first goal of the Student Equity Plan is to assess how well Victor Valley College is serving its community. Victor Valley College needs to understand how well our community groups are able to access our services and courses and how successfully they are completing their coursework and academic goals.
2. A second goal is to make the Student Equity Plan a permanent and meaningful part of the Program Review process. Individual departments and programs currently do not assess equity in their Program Reviews. The chairs of the departments have generally not been aware of the data that is available and were not required to report on issues related to student equity. The Academic Senate's Executive team has made the incorporation of Student Equity goals a priority for 2014-2015.

Activities and Actions

Achieving the goals of the Student Equity Plan requires the completion of a number of activities. These activities were developed through the process of writing the SSSP report, the Basic Skills Initiative report and the Student Equity Plan.

The activities are divided into six primary groups: 1) Orientation, 2) Assessment and Placement, 3) Counseling, Advising and other Educational Planning Services, 4) Follow Up for At-Risk Students, 5) BSI Activities and 6) Academic Senate Activities.

Orientation

1. Provide all new students with orientations introducing college policies, practices, success strategies, funding sources, course enrollment procedures and campus support services.
2. Provide all students access to online orientations through WebAdvisor's main menu screen
3. Provide ESL orientations conducted by bi-lingual counselors to introduce second language students to the ESL Program.
4. Produce a new orientation video to replace current video which is six years old.
5. Make maintenance of registration priority a part of VVC's web based orientations.

Assessment and Placement:

1. Asses new students in math, English grammar and reading skills and provide placement into appropriate courses.
2. Provide assessment on campus at VVC or at high school locations through the Bridge Program.
3. Evaluate new student enrollment with Colleague to ensure that students are registered for courses appropriate to their placement.

Counseling, Advising and Other Educational Planning Services

1. Provide counseling for all new students arriving at VVC receive educational planning services in accordance with the Student Services Act of 2012.
2. Encourage completion of assessment, orientation and education planning by moving students who have not completed the process to the end of the registration period.
3. Refer students to specialized counselors where appropriate including DSPS, EOPS, Care, Athletics, Distance Education, Transfer, Health Professionals, Foster Care/Kinship, Veterans, CalWorks, Honors, High School K-12 Bridge Program, and PACE Program.
4. Provide counseling for online students through the use of the "Ask the Ram" link at the VVC web site.
5. Provide abbreviated education plans through high school counselors or VVC counselors conducting Preliminary Education Planning Sessions.
6. Conduct needs analyses during comprehensive educational planning sessions where issues such as health, finances, jobs and family concerns are considered along with education goals.
7. Identify students who would benefit from specialized counseling services from DSPS, EOPS or CalWorks.
8. Complete Electronic Education Plan application with MIS staff which includes a degree audit tool to assess progress towards certificate or associate's degree.

Follow-up for At-Risk Students

1. Analyze data of at-risk students to identify students who are disadvantaged when compared to the rest of the VVC population.
2. Contact at-risk students though with letters to inform students of the situation and to encourage them to access counseling and tutorial services and to enroll in special programs.
3. Require counseling for students who are "subject to dismissal" by preventing these students from registering until after they have seen a counselor.
4. Assess barriers to success for at-risk students and recommend strategies and course of action to improve likelihood of achieving academic goals.
5. Complete implementation of Early Alert system that identifies students performing poorly in classes and e-mails them to inform them of their situation.

BSI Activities

1. Expand tutoring programs in the ELS lab, basic skills math classes, the Basic Skills lab and English classes two levels below freshman composition.
2. Complete implementation of Exit Exam for students completing English composition one level below freshman composition.
3. Support and improve counseling contact with students in the Basic Skills Program and ESL courses by ensuring all students in these programs have an education plan.
4. Expand faculty development to include part-time instructors and establish a series of training/sharing meetings.

Academic Senate Activities

1. Distribute the data regarding access and success to the department chairs and program directors.
2. Incorporate Student Equity Planning into Program Review process by making chairs and directors aware of the nature of student equity planning.
3. Add a Student Equity Planning section to the Program Review reports that specifically addresses student equity and its effect on each department and program.

Resources Budgeted

Currently, VVC has budgeted $5,622,542.00 for Student Success and Support Programs. [Appendix]. There is $1,220,959.00 budgeted for SSSP planned expenditures and $4,401,583.00 budgeted as the district match. Student Equity Allocations are $755,323.00. Other resources include the BSI fund, which are being used to address specific activities. VVC has budgeted $95,071.00 in BSI funding for 2014-2015.

Contact Persons

Arthur Lopez 760-245-4271 x2377

Michael McCracken 760-245-4271 x2677

Patricia Wagner 760-245-4271 x2690

Joseph Pendleton 760-245-4271 x2604

Campus-Based Research

The data for the Student Equity Plan was collected during two different periods. The data collected in Fall 2014 refers primarily to Fall 2013. The primary sources of the data include DataMart, US Census Bureau and the Center for Institutional Excellence at VVC. The data collected in Fall 2012 refers primarily to Fall 2011. This data was collected but never used to develop a Student Equity Plan for that year. The data has been incorporated into this Student Equity Plan.

Indicator Definition and Data

Common Data Set Definitions
American Indian or Alaska native: A person having origins in any of the original peoples of North America and who maintains cultural identification through tribal affiliation or community recognition.
Asian or Pacific Islander: A person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or Pacific Islands. This includes people from China, Japan, Korea, the Philippine Islands, American Samoa, India, and Vietnam.
Associate degree: An award that normally requires at least two but less than four years of full-time equivalent college work.
Black, non-Hispanic or African-American: A person having origins in any of the black racial groups of Africa (except those of Hispanic origin).
Career and placement services: A range of services, including (often) the following: coordination of visits of employers to campus; aptitude and vocational testing; interest inventories, personal counseling; help in resume writing, interviewing, launching the job search; listings for those students desiring employment and those seeking permanent positions; establishment of a permanent reference folder; career resource materials.
Certificate: See **Postsecondary award, certificate, or diploma.**
College-preparatory program: Courses in academic subjects (English, history and social studies, foreign languages, mathematics, science, and the arts) that stress preparation for college or university study.
Common Application: CCCApply online application
Contact hour: A unit of measure that represents an hour of scheduled instruction given to students. Also referred to as clock hour.
Continuous basis (for program enrollment): A calendar system classification that is used by institutions that enroll students at any time during the academic year. For example, a cosmetology school or a word processing school might allow students to enroll and begin studies at various times, with no requirement that classes begin on a certain date.
Counseling service: Activities designed to assist students in making plans and decisions related to their education, career, or personal development.
Credit: Recognition of attendance or performance in an instructional activity (course or program) that can be applied by a recipient toward the requirements for a degree, diploma, certificate, or other formal award.

Credit course: A course that, if successfully completed, can be applied toward the number of courses required for achieving a degree, diploma, certificate, or other formal award.
Credit hour: A unit of measure representing an hour (50 minutes) of instruction over a 16-week period in a semester. It is applied toward the total number of hours needed for completing the requirements of a degree, diploma, certificate, or other formal award.
Degree: An award conferred by a college, university, or other postsecondary education institution as official recognition for the successful completion of a program of studies.
Degree-seeking students: Students enrolled in courses for credit who are recognized by the institution as seeking a degree or formal award. At the undergraduate level, this is intended to include students enrolled in vocational or occupational programs.
Differs by program (calendar system): A calendar system classification that is used by institutions that have occupational/vocational programs of varying length. These schools may enroll students at specific times depending on the program desired. For example, a school might offer a two-month program in January, March, May, September, and November; and a three-month program in January, April, and October.
Distance learning: An option for earning course credit at off-campus locations via cable television, internet, satellite classes, videotapes, correspondence courses, or other means.
Double major: Program in which students may complete two undergraduate programs of study simultaneously.
Concurrent enrollment: A program through which high school students may enroll in college courses while still enrolled in high school.
English as a Second Language (ESL): A course of study designed specifically for students whose native language is not English.
First-time student: A student who is new to VVC until completion of their first full-length term.
Freshman: A first-year undergraduate student.
Freshman/new student orientation: Orientation addressing the academic, social, emotional, and intellectual issues involved in beginning college. May be a few hours or a few days in length; at some colleges, there is a fee.
Full-time student (undergraduate): A student enrolled for 12 or more semester credits, 12 or more quarter credits, or 24 or more contact hours a week each term.
Grade-point average (academic high school GPA): The sum of grade points a student has earned in secondary school divided by the number of courses taken. The most common system of assigning numbers to grades counts four points for an A, three points for a B, two points for a C, one point for a D, and no points for an E or F. Unweighted GPA's assign the same weight to each course. Weighting gives students additional points for their grades in advanced or honors courses.
Hispanic: A person of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.
Learning center: Center offering assistance through tutors, workshops, computer programs, or audiovisual equipment in reading, writing, math, and skills such as taking notes, managing time, taking tests.
Liberal arts/career combination: Program in which a student earns undergraduate degrees in two separate fields, one in a liberal arts major and the other in a professional or specialized major, whether on campus or through cross-registration.
Nonresident alien: A person who is not a citizen or national of the United States and who is in this country on a visa or temporary basis and does not have the right to remain indefinitely.
Open admission: Admission policy under which virtually all secondary school graduates or students with GED equivalency diplomas are admitted without regard to academic record, test scores, or other qualifications.
Part-time student (undergraduate): A student enrolled for fewer than 12 credits per semester or quarter, or fewer than 24 contact hours a week each term.

Personal counseling: One-on-one or group counseling with trained professionals for students who want to explore personal, educational, or vocational issues.
Postsecondary award, certificate, or diploma: Includes the following three IPEDS definitions for postsecondary awards, certificates, and diplomas of varying durations and credit/contact hour requirements:
Less Than 1 Academic Year*:* Requires completion of an organized program of study at the postsecondary level (below the baccalaureate degree) in less than 1 academic year (2 semesters or 3 quarters) or in less than 900 contact hours by a student enrolled full-time.
At Least 1 But Less Than 2 Academic Years*:* Requires completion of an organized program of study at the postsecondary level (below the baccalaureate degree) in at least 1 but less than 2 full-time equivalent academic years, or designed for completion in at least 30 but less than 60 credit hours, or in at least 900 but less than 1,800 contact hours.
At Least 2 But Less Than 4 Academic Years*:* Requires completion of an organized program of study at the postsecondary level (below the baccalaureate degree) in at least 2 but less than 4 full-time equivalent academic years, or designed for completion in at least 60 but less than 120 credit hours, or in at least 1,800 but less than 3,600 contact hours.
Public institution: An educational institution whose programs and activities are operated by publicly elected or appointed school officials, and which is supported primarily by public funds.
Race/ethnicity: Category used to describe groups to which individuals belong, identify with, or belong in the eyes of the community. The categories do not denote scientific definitions of anthropological origins. A person may be counted in only one group.
Race/ethnicity unknown: Category used to classify students or employees whose race/ethnicity is not known and whom institutions are unable to place in one of the specified racial/ethnic categories.
Remedial services: Instructional courses designed for students deficient in the general competencies necessary for a regular postsecondary curriculum and educational setting.
Resident alien or other eligible non-citizen: A person who is not a citizen or national of the United States and who has been admitted as a legal immigrant for the purpose of obtaining permanent resident alien status (and who holds either an alien registration card [Form I-551 or I-151], a Temporary Resident Card [Form I-688], or an Arrival-Departure Record [Form I-94] with a notation that conveys legal immigrant status, such as Section 207 Refugee, Section 208 Asylee, Conditional Entrant Parolee or Cuban-Haitian).
Semester calendar system: A calendar system that consists of two semesters during the academic year with about 16 weeks for each semester of instruction. There may be an additional summer session.
Summer session: A summer session is shorter than a regular semester and not considered part of the academic year. It is not the third term of an institution operating on a trimester system or the fourth term of an institution operating on a quarter calendar system. The institution may have 2 or more sessions occurring in the summer months. Some schools, such as vocational and beauty schools, have year-round classes with no separate summer session.
Transfer student: A student entering the institution for the first time but known to have previously attended a postsecondary institution at the same level (e.g., undergraduate). The student may transfer with or without credit.
Tutoring: May range from one-on-one tutoring in specific subjects to tutoring in an area such as math, reading, or writing. Most tutors are college students; at some colleges, they are specially trained and certified.
Unit: a standard of measurement representing hours of academic instruction (e.g., semester credit, quarter credit, contact hour).
Undergraduate: A student enrolled in a four- or five-year bachelor's degree program, an associate degree program, or a vocational or technical program below the baccalaureate.

Veteran's counseling: Helps veterans and their dependents obtain benefits for their selected program and provides certifications to the Veteran's Administration. May also provide personal counseling on the transition from the military to a civilian life.
Visually impaired: Any person whose sight loss is not correctable and is sufficiently severe as to adversely affect educational performance.
White, non-Hispanic: A person having origins in any of the original peoples of Europe, North Africa, or the Middle East (except those of Hispanic origin).

CAMPUS-BASED RESEARCH

A. ACCESS. Compare the percentage of each population group that is enrolled to the percentage of each group in the adult population within the community served.

Victor Valley Compared to California in 2013

Victor Valley in 2013

Victor Valley College serves the high desert communities of Victorville, Hesperia, Apple Valley, Adelanto and Phelan. According to US Census Bureau data, the communities had a total population of 329,575 in 2013. Its population is 164,376 male (49.9%) and 165,199 female (50.1%). The ethnicities within the areas are 38,633 Black (11.7%), 4,129 American Indian (1.3%), 9,890 Asian (3.0%), 1,594 Native Hawaiian/Pacific Islander (0.5%), 145,917 Hispanic (44.2%) and 125,483 White (38.1%).

The number of residents in the Victor Valley over 25 who have been graduated from high school is 256,952 (78%), while the number of residents over 25 who have a Bachelor's degree or higher is 38,547 (11.6%). The per capita income is approximately $17,972 per year.

California in 2013

California had a total population of 38,332,521 in 2013. Its population was 50.3% female and 49.7% female. The ethnicities within the state are 2,376,616 Black 6.2%, 383,325 American Indian 1.0%, 4,983,228 Asian 13.0%, 153,330 Native Hawaiian or Pacific Islander 0.4%, 14,413,028 Hispanic 37.6% and 15,371,341 White 40.1%.

The number of residents in California over 25 who have been graduated from high school is 31,049,342 (81.0%), while the number of residents over 25 who have a Bachelor's degree or higher is 11,691,419 (30.5%). The per capita income is approximately $29,551 per year.

Discussion

The greatest differences between the state and the Victor Valley community is that the Black and Hispanic segments of the population are significantly larger when compared to the state's population, while the Asian population is significantly smaller. The other population segments, including the White segment, are near the state percentages.

The high school graduation rate in the Victor Valley is only 3 percentage points lower than the sate average, which is not significant. But there is a difference of nearly 20 percentage points between the number of residents with a Bachelor's degree or higher. The Victor Valley has about 1 in 10 residents with a Bachelor's degree or higher. Furthermore, the per capita income is $11,579 less per year. This places the per capita income at 61% of the state's per capita income.

VVC is working with a population that is ready for college, but has a student base coming from homes where there is far less of a chance that the parents or other family members have a college education. The students are also coming from households with significantly lower incomes and fewer financial resources.

Victor Valley College in Fall 2011 and Fall 2013

VVC in Fall 2011

Gender

In Fall 2011, VVC had 12,665 students with 7,132 female (56.3%) students and 5,379 male (42.5%) students with 154 (1.2%) uncollected.

Ethnicity

In Fall 2011, the VVC student population was 14.1% African-American, 39.3% Hispanic and 37.0% White. The other race/ethnicity categories (Asian, other and uncollected) were significantly smaller and comprised 9.7% of the student population.

Age

In Fall 2011, VVC had 578 <18 years (4.5%), 4,503 18-20 years (35.6%), 3,012 21-25 years (23.8%), 1,397 26-30 years (11.0%), 1,616 31-40 years (12.8%), 1,028 41-50 years (8.1%), 415 51-60 years (3.3%), 110 >60 years (0.9%) and 6 uncollected (0.0%).

Disabled Students

No data was gathered for Disabled Students in 2011.

VVC in Fall 2013

Gender

In 2013, VVC had 6,556 (56.4%) female students, 5,031 (43.3%) male students and 37 (0.3%) uncollected students. (Office of Instructional Effectiveness Quick Facts).

Ethnicity

In Fall 2013, the VVC student population included 1,444 African-Americans (12.4%), 5,391 Hispanic (46.4%) and 3,824 white (32.9%). The other race/ethnicity categories (Asian, other and uncollected) were significantly smaller and comprised 9.7% of the student population.

Age

In Fall 2013, VVC had 579 (5.0%) <18 years, 4,237 (36.5%) 18-20 years, 2,871 (24.7%) 21-25 years, 1,249 (10.7%) 26-30 years, 1,400 (12.0%) 31-40 years, 795 (6.8%) 41-50 years, 402 (3.5%) 51-60 years, 89 (0.8%) >60 years and 2 (0.0) uncollected.

Disabled Students

No data was gathered for Disabled Students in 2013.

Discussion

The disparity between female and male enrollments is not too disparate with the community and is similar to disparities throughout the state. The female population at VVC is 6.3% higher than the surrounding area, while the male population at VVC is 6.6% lower than the surrounding area. We appear to be serving the community adequately in relation to gender. VVC's total student population saw a decline over the past three years, but the percentages of female to male students has remained relatively stable.

The differences between the VVC student population and surrounding area are not significant, especially when looking at traditionally underrepresented groups such as African-American and Hispanic students. In fact, these groups are represented at rates around one or two percentage points higher than those in the surrounding area.

B. COURSE COMPLETION. Ratio of the number of credit courses that students by population group actually complete by the end of the term compared to the number of courses in which students in that group are enrolled on the census day of the term.

Victor Valley College in Fall 2011 and Fall 2013

Victor Valley College in Fall 2011

Gender

In Fall 2011, VVC collected data on 12,665 students with 7,132 female students and 5,379 male students and did not collect data on 154 students. VVC's population was 56.3% female and 42.5 male with 1.2% uncollected. This is a difference of 14.1% between female and male students.

VVC saw a modest decline in the number of female students it provided one year of instruction to as the percent of female students declined by 2.7% to 53.6%, while there was a small but significant increase in the percent of male students by 3.9% to 46.4%. Part of this shift can be attributed to the elimination of Uncollected students from the tabulations, but there does seem to be a modest dropping off of female students with a modest increase of male students during the first year of instruction.

VVC saw significant shifts after 1 year but less than 2 years of instruction. The percent of female students increased by 4.1% to 57.7%, while the male population decreased by 4.1% to 42.3%. These shifts are more significant than those before 1 year of instruction and show the beginnings of what becomes far more pronounced differences at the level of Associate's degrees.

Ethnicity

VVC collected data on eight different categories, including Non-resident aliens, African-Americans, American Indians/Alaskan Natives, Hispanics, Asian/Filipino/Pacific Islanders, Whites, Two or more races, Uncollected/Unknown.

In Fall 2011 non-resident aliens comprised 0.0% of the population, African-Americans comprised 14.1%, American Indians/Alaskan Native comprised 0.5%, Hispanic comprised 39.3%, Asian/Filipino/Pacific Islander comprised 2.8%, whites comprised 37%, Two or more races comprised 3.3% and Uncollected/Unknown comprised 3.0%.

The largest two races/ethnic groups are Hispanics and whites at just under 40%, while African Americans are the third largest group at nearly 15%. All other races/ethnicities are less than 4% of the population.

VVC saw a 3.4% decline in the African-American population to 10.7% in the number of students receiving less than 1 year of instruction. Hispanic students declined 10.7% to 28.6%. Whites increased by 7.6% to 44.6%. Other race/ethnicity groups saw relatively modest changes except for Asian/Filipino/Pacific Islanders who increased 7.9% to 10.7%.

The data for Awards of at least 1 but less than 2 academic years shows very dubious changes in the percentages as the African-American and Hispanic populations see huge drops in percent of population only to see them return to near previous levels at the Associates degree point. The African-American data, for example, drops to 3.8% but then returns to 9.9% at the Associate's degree level. This seems highly unlikely. For this reason, the data for this category should not be considered in student equity planning.

Age

No data was available for Age in 2011

Disabled Students

No data was collected for Disabled Students in 2011

State in Fall 2013

For its credit courses, the state had a retention rate of 91.0% and a success rate of 65.7% in its credit courses. For its basic skills courses, the retention rate was 86.4% and a success rate of 63.2%. For its degree applicable courses, the retention rate was 90.8% and the success rate was 66.5%. For transferable courses, the retention rate was 90.6% and the success rate was 67.2%.

Victor Valley College in Fall 2013

For its credit courses, Victor Valley College had a retention rate of 91.0% and a success rate of 65.7% in its credit courses. For its basic skills courses, the retention rate was 92.8% and the success rate was 56.9%. For its degree applicable courses, the retention rate was 90.8% and the success rate was 66.5%. For transferable courses, the retention rate was 90.6% and the success rate was 67.2%.

Gender

For its credit courses, Victor Valley College had a retention rate of 91.6% for females and 91.9% for males and a success rate of 68.9% for females and 66.8% for males.

Ethnicity

For its credit courses, Victor Valley College had a retention rate of 87.7% and a success rate of 55.2% for African-Americans, a retention rate of 87.8% and a success rate of 67.7% for American Indians/Alaskan Natives, a retention rate of 93.8% and a success rate of 74.2% for Asians, a retention rate of 92.2% and a success rate of 67.3% for Hispanics, a retention rate of 89.6% and a success rate of 62.3% for Pacific Islanders, a retention rate of 92.8% and a success rate of 73.9% for Whites, a retention rate of 91.2% and a success rate of 66.4% for Multi-Ethnicities.

Age

For its credit courses, Victor Valley College had a retention rate of 96.1% and a success rate of 76.6% for students 1 to 17 years of age, a retention rate of 93.7% and a success rate of 66.8% for students 18 and 19 years of age, a retention rate of 90.9% and a success rate of 66.2% for students 20 to 24 years of age, a retention rate of 90.4% and a success rate of 69.8% for students 25 to 29 years of age, a retention rate of 91.3% and a success rate of 68.9% for students 30 to 34 years of age, a retention rate of 90.7% and a success rate of 70.9% for

students 35 to 39 years of age, a retention rate of 88.4% and a success rate of 72.2% for students 40 to 49 years of age, and a retention rate of 88.4% and a success rate of 70.0% for students 50 + years of age.

Disabled Students

No data was available for disabled students

Discussion

The success rates and retention rates are quite consistent across genders, ages and ethnicities. African-Americans are slightly lower in both categories, but not by many percentage points when compared to other ethnicities.

C. ESL and BASIC SKILLS COMPLETION. Ratio of the number of students by population group who complete a degree-applicable course after having completed the final ESL or basic skills course compared to the number of those students who complete such a final course.

The data for the ESL and Basic Skills Completion rates from DataMart have proven to be unreliable. There have been a number of issues with how DataMart has collected data for VVC and throughout the state, but we have compiled some data in order to provide a starting point for investigating the programs focused on these areas.

Student Success Scorecard Metrics by Cohort

Cohorts for 2005-2006 (Outcomes by 2010-2011) at VVC

VVC had a student success scorecard metric of 43.2% for students in remedial English, a 36.6% for students in remedial math and a 14.0% for students in remedial ESL.

Gender

English—Female students were 45.8% successful, while male students were 39.0% successful in English. Math—Female students were 36.7% successful, while male students were 35.6% successful in math. ESL—Female students were 15.2% successful, while male students were 7.4% successful in ESL.

Age

English—Students 19 and under were 47.4% successful, 20-24 years were 36.7% successful, 25-49 years were 38.6% successful and 50+ were 18.5% successful in English. Math—Students 19 and under were 46.5% successful, 20-24 years were 25.6% successful, 25-49 years were 23.7% successful and 50+ were 18.2% successful in math. ESL—Students 19 and under were 50.0% successful, 20-24 years were 30.0% successful, 25-49 years were 9.9% successful and 50+ were 0.0% successful in ESL.

Ethnicity

English—African-Americans were 36.5% successful, American-Indian/Alaskan Natives were 28.6% successful, Asians were 54% successful, Hispanics were 40.0% successful, Pacific

Islanders were 42% successful and whites were 45.8% successful in English. Math—African-Americans were 26.2% successful, American-Indian/Alaskan Natives were 20.0% successful, Asians were 39.3% successful, Hispanics were 35.0% successful, Pacific Islanders were 33.3% successful and whites were 40.2% successful in math. ESL—African-Americans were N/A, American-Indian/Alaskan Natives were N/A, Asians were 35.3% successful, Hispanics were 2.9% successful, Pacific Islanders were N/A and whites were 71.4% successful in ESL.

Disability

English—Students who did not receive DSPS services were 43.6% successful, while students who did receive DSPS services were 37.4% successful in English. Math-- Students who did not receive DSPS services were 36.8% successful, while students who did receive DSPS services were 31.9% successful in math. ESL—Students who did not receive DSPS services were 14.0% successful, while students who did receive DSPS services were N/A in ESL

Cohorts for 2006-2007 (Outcomes by 2011-2012) at VVC

VVC had a student success scorecard metric of 46.1% for students in remedial English, 36.6% for students in remedial math and 8.6% for students in remedial ESL.

Gender

English—Female students were 49.9% successful, while male students were 39.6% successful in English. Math—Female students were 39.3% successful, while male students were 36.0% successful in math. ESL—Female students were 10.1% successful, while male students were 5.6% successful in ESL.

Age

English—Students 19 and under were 50.2% successful, 20-24 years were 43.3% successful, 25-49 years were 36.9% successful and 50+ were 33.3% successful in English. Math—Students 19 and under were 44.0% successful, 20-24 years were 35.9% successful, 25-49 years were 29.4% successful and 50+ were 8.8% successful in math. ESL—Students 19 and under were 25.0% successful, 20-24 years were 17.6% successful, 25-49 years were 7.6% successful and 50+ were 0.0% successful in ESL.

Ethnicity

English—African-Americans were 32.1% successful, American-Indian/Alaskan Natives were 33.3% successful, Asians were 58.1% successful, Hispanics were 45.7% successful, Pacific Islanders were 22.2% successful and Whites were 49.8% successful in English. Math—African-Americans were 16.9% successful, American-Indian/Alaskan Natives were 40.0% successful, Asians were 38.7% successful, Hispanics were 40.6% successful, Pacific Islanders were 12.5% successful and Whites were 40.2% successful in math. ESL—African-Americans were 0.0% successful, American-Indian/Alaskan Natives were N/A, Asians were 11.8% successful, Hispanics were 6.8% successful, Pacific Islanders were N/A and Whites were 18.8% successful in ESL.

Disability

English—Students who did not receive DSPS services were 46.2% successful, while students who did receive DSPS services were 45.5% successful in English. Math-- Students who did not receive DSPS services were 38.8% successful, while students who did receive DSPS services were 27.0% successful in math. ESL—Students who did not receive DSPS services were 8.8% successful, while students who did receive DSPS services were 0.0% successful in ESL

Cohorts for 2007-2008 (Outcomes by 2012-2013) at VVC

VVC had a student success scorecard metric of 46.2% for students in remedial English, a 40.1% for students in remedial math and a 6.3% for students in remedial ESL.

Gender

English—Female students were 50.1% successful, while male students were 40.6% successful in English. Math—Female students were 41.0% successful, while male students were 39.0% successful in math. ESL—Female students were 8.5% successful, while male students were 0.4% successful in ESL.

Age

English—Students 19 and under were 49.9% successful, 20-24 years were 35.7% successful, 25-49 years were 43.7% successful and 50+ were 40.6% successful in English. Math—Students 19 and under were 47.3% successful, 20-24 years were 33.2% successful, 25-49 years were 29.3% successful and 50+ were 22.2% successful in math. ESL—Students 19 and under were 30.0%

successful, 20-24 years were 7.1% successful, 25-49 years were 5.3% successful and 50+ were 0.0% successful in ESL.

Ethnicity

English—African-Americans were 32.2% successful, American-Indian/Alaskan Natives were 42.9% successful, Asians were 77.8% successful, Hispanics were 45.0% successful, Pacific Islanders were 73.3% successful and Whites were 48.7% successful in English. Math—African-Americans were 25.7% successful, American-Indian/Alaskan Natives were 43.5% successful, Asians were 58.3% successful, Hispanics were 40.4% successful, Pacific Islanders were 50.0% successful and Whites were 41.8% successful in math. ESL—African-Americans were N/A, American-Indian/Alaskan Natives were N/A, Asians were 9.7% successful, Hispanics were 4.1% successful, Pacific Islanders were N/A and Whites were 18.2% successful in ESL.

Disability

English—Students who did not receive DSPS services were 46.1% successful, while students who did receive DSPS services were 48.5% successful in English. Math-- Students who did not receive DSPS services were 39.9% successful, while students who did receive DSPS services were 44.6% successful in math. ESL—Students who did not receive DSPS services were 5.8% successful, while students who did receive DSPS services were 20.0% successful in ESL

Discussion

The data for remedial English has stayed fairly consistent with a small but significant 3 percent improvement over the three years of data. The data for remedial math has seen a similar improvement of just over 3 percent improvement during the three years. Of concern is the data for remedial ESL which saw a decline of over 7 percent during the three years.

There are, however, questions regarding the veracity of the data, especially as a number of issues with the TOP codes used to track data have been discovered to be inaccurate. These concerns about the quality of the data exist both at the state level but are especially acute here at VVC where persistence can often not be measured due to the incorrect reporting of TOP codes. Interestingly, the ethnicity data shows success rates below 5.0% for Hispanics in ESL for all cohorts. This stands out since the ESL program at VVC primarily servers Hispanic students.

This may be one of the sources of the issues with the statistical data for the ESL Student Success Scorecard Metrics.

D. DEGREE and CERTIFICATE COMPLETION. Ratio of the number of students by population group who receive a degree or certificate to the number of students in that group with the same informed matriculation goal.

Victor Valley College in Fall 2013

Collecting data that compares the number of students who received certificates and degrees to the number of students who stated that a certificate or degree was part of their matriculation goal is not currently practical. Any such data that could be gathered at VVC would not be reliable enough to be useful for evaluating degree and certificate completion rates.

Discussion

Degree and certificate completion rates are vitally important for evaluating the effectiveness of our instructional programs and our institution, but student education plans have not been used effectively enough in past semesters. Too often students do not complete education plans or change their education goals during the subsequent semesters.

Current efforts by to increase the use of education plans will make this data easier to gather. SSSP funding supports this effort and will make it possible to gather meaningful data and to evaluate the instructional programs and institutional goals.

E. TRANSFER. Ratio of the number of students by population group who complete a minimum of 12 units and have attempted a transfer level course in mathematics or English to the number of students in that group who actually transfer after one or more (up to six) years.

The Transfer Cohort data is generated by developing cohorts based on the academic year that a student first enrolls at a California community college. The students are then assigned to the community college where they earn most of their units even if they began or completed their studies at another institution.

Data for this area was collected for a 2005-2006 cohort, a 2006-2007 cohort and a 2007-2008 cohort. Each cohort covers six years, which means that the 2005-2006 cohort covers to 2011, the 2006-2007 cohort covers to 2012, and the 2007-2008 cohort covers to 2013.

No data was collected on these cohorts for the Fall 2011 Student Equity Plan.

Victor Valley Compared to California

All Categories for State

The 2005-2006 cohort for the state was comprised of 113,912 students and had 47,376 transferred students. This is a transfer rate of 42%. The 2006-2007 cohort for the state was comprised of 137,510 students and had 55,735 transferred students. This is a transfer rate of 41%. The 2007-2008 cohort for the state was comprised of 129,091 students and had 50,903 transferred students. This is a transfer rate of 39%.

All Categories at VVC

The 2005-2006 cohort was comprised of 1,070 students and had 364 transferred students after 6 years. This is a transfer rate of 34%. The 2006-2007 cohort was comprised of 1,163 students and had 339 transferred students after 6 years. This is a transfer rate of 29%. The 2007-2008 cohort was comprised of 1,339 students and had 401 transferred students after 6 years. This is a transfer rate of 30%.

Gender

The 2005-2006 cohort was comprised of 640 female students, 379 male students, and 51 unknown students. The 2005-2006 cohort had 209 transferred female students, 138 transferred male students and 17 transferred unknown students. This makes the cohort 60% female, 35% male and 5% unknown. The transfer rate from VVC are 57% female students, 38% male students and 5% unknown students.

The 2006-2007 cohort was comprised of 725 female students, 414 male students and 24 unknown students. The 2006-2007 cohort had 208 transferred female students, 126 transferred male students and 5 transferred unknown students. This makes the cohort 62% female, 36% male, and 2% unknown. The transfer rates are 61% for the female students, 37% for the male students and 2% for the unknown students.

The 2007-2008 cohort was comprised of 817 female students and 401 male students and 30 unknown students. The 2007-2008 cohort had 242 transferred female students, 148 transferred male students and 11 transferred unknown students. This makes the cohort 61%, 37% male and 2% unknown. The transfer rates are 60% for female students, 37% for male students and 3% for unknown students.

Age

The 2005-2006 cohort is comprised of 1,070 students, with 360 students below 17 years old, 526 at 18 and 19 years old, 68 at 20 to 24 years old, 34 at 25 to 29 years old, 25 at 30 to 34 years old, 16 at 35 to 39 years old, 36 at 40 to 49 years old and 5 at 50 or more years old.

The 2005-2006 cohort transferred 364 students, with 136 students below 17 years old, 179 at 18 and 19 years old, 18 at 20 to 24 years old, 11 at 25 to 29 years old, 5 at 30 to 34 years old, 2 at 35 to 39 years old, 12 at 40 to 49 years old and 1 at 50 or more years old.

The 2006-2007 cohort is comprised of 1,163 students, with 432 students below 17 years old, 562 at 18 and 19 years old, 59 at 20 to 24 years old, 31 at 25 to 29 years old, 23 at 30 to 34 years old, 16 at 35 to 39 years old, 30 at 40 to 49 years old, 9 at 50 or more years old and 1 at unknown years old.

The 2006-2007 cohort transferred 339 students, with 145 students below 17 years old, 158 at 18 and 19 years old, 14 at 20 to 24 years old, 3 at 25 to 29 years old, 4 at 30 to 34 years old, 4 at 35 to 39 years old, 9 at 40 to 49 years old, 1 at 50 or more years old and 1 at unknown years old.

The 2007-2008 cohort is comprised of 1,339 students, with 479 students below 17 years old, 636 at 18 and 19 years old, 82 at 20 to 24 years old, 42 at 25 to 29 years old, 25 at 30 to 34 years old, 24 at 35 to 39 years old, 37 at 40 to 49 years old and 14 at 50 or more years old.

The 2007-2008 cohort transferred 401 students, with 160 students below 17 years old, 197 at 18 and 19 years old, 9 at 20 to 24 years old, 9 at 25 to 29 years old, 7 at 30 to 34 years old, 6 at 35 to 39 years old, 11 at 40 to 49 years old and 2 at 50 or more years old.

Ethnicity

The 2005-2006 cohort is comprised of 1,070 students, with 71 African-American students, 11 American Indian/Alaskan Native students, 33 Asian students, 17 Filipino students, 324 Hispanic students, 0 Other non-white students, 4 Pacific Islander students, 84 Unknown students and 526 White Non-Hispanic.

The 2005-2006 cohort transferred 364 students, with 30 African-American students, 4 American Indian/Alaskan Native students, 19 Asian students, 4 Filipino students, 86 Hispanic students, 0 Other non-white students, 2 Pacific Islander students, 37 Unknown students and 182 White Non-Hispanic.

The 2006-2007 cohort is comprised of 1,163 students, with 72 African-American students, 6 American Indian/Alaskan Native students, 24 Asian students, 33 Filipino students, 409 Hispanic students, 4 Pacific Islander students, 92 Unknown students and 523 White Non-Hispanic.

The 2006-2007 cohort transferred 339 students, with 18 African-American students, 0 American Indian/Alaskan Native students, 16 Asian students, 10 Filipino students, 96 Hispanic students, 2 Pacific Islander students, 27 Unknown students and 170 White Non-Hispanic.

The 2007-2008 cohort is comprised of 1,339 students, with 113 African-American students, 10 American Indian/Alaskan Native students, 37 Asian students, 24 Filipino students, 445 Hispanic students, 15 Pacific Islander students, 126 Unknown students and 569 White Non-Hispanic.

The 2007-2008 cohort transferred 401 students, with 37 African-American students, 2 American Indian/Alaskan Native students, 17 Asian students, 10 Filipino students, 114 Hispanic students, 2 Pacific Islander students, 45 Unknown students and 174 White Non-Hispanic.

Disabled Students

The 2005-2006 cohort is comprised of 1070 students, with 2 acquired brain injury students, 1 hearing impaired student, 13 learning disabled students, 4 mobility impaired students, 9 other disability students, 3 psychological disability students and 3 visually impaired students.

The 2005-2006 cohort transferred 364 students, with 2 acquired brain injury students, 0 hearing impaired students, 5 learning disabled students, 1 mobility impaired student, 3 other disability students, 1 psychological disability students, and 2 visually impaired students.

The 2006-2007 cohort is comprised of 1,163 students, with 2 developmentally delayed students, 2 hearing impaired student, 12 learning disabled students, 7 mobility impaired students, 10 other disability students, 6 psychological disability students and 2 visually impaired students.

The 2006-2007 cohort transferred 339 students, with 0 developmentally delayed students, 0 hearing impaired students, 3 learning disabled students, 4 mobility impaired student, 1 other disability students, 2 psychological disability students, and 0 visually impaired students.

The 2007-2008 cohort is comprised of 1,339 students, with 2 acquired brain injury students, 2 developmentally delayed learners, 1 hearing impaired student, 12 learning disabled students, 7 mobility impaired students, 15 other disability students, 5 psychological disability students and 2 visually impaired students.

The 2007-2008 cohort transferred 401 students, with 1 acquired brain injury students, 0 developmentally delayed learner students, 0 hearing impaired students, 2 learning disabled students, 1 mobility impaired student, 3 other disability students, 0 psychological disability students, and 0 visually impaired students.

Discussion

The transfer rates by gender demonstrate that VVC has a far higher percentage of female students attempting the initial course work for transfer. This is consistent with the percentage of the VVC population, which is over 60% female. Even though the make students comprise a smaller percentage of the transfer students, they are transferring at a slightly higher rate within their cohort than the female students.

VVC has a transfer rate significantly below the transfer rate of the state. Across the cohorts, there is a difference of 8 to 9 percentage points with no sign of improvement. The lack of a nearby CSU or UC campus along with the low rate of residents in the Victor Valley with college degrees probably both contribute to this issue. VVC opened a Transfer Center recently and has assigned a counselor to address the shortcoming.

Goals and Activities

GOALS AND ACTIVITIES

A. STUDENT SUCCESS INDICATOR FOR ACCESS

"Compare the percentage of each population group that is enrolled to the percentage of each group in the adult population within the community served"

GOAL A.

1. Increase student understanding of college policies, practices, success strategies, funding sources, course enrollment procedures and campus support services.
2. Increase student access to orientation information through use of online resources.
3. Update current online orientation materials.
4. Increase assessment opportunities for students on and off campus.

ACTIVITY A.1 **(Please include the target date in chronological order and identify the responsible person/group for each activity)**

1. Implement orientations for all new students introducing college policies, practices, success strategies, funding sources, course enrollment procedures and campus support services.
2. Provide all students with access to online orientations through WebAdvisor's main menu screen.
3. Produce a new orientation video to replace current video which is six years old.
4. Expand assessment on campus at VVC and at high school locations through the Bridge Program.

EXPECTED OUTCOME A.1.1

VVC expects to see improved access to the college's courses and programs of study by students who have traditionally come from backgrounds that do not include college educations. By expanding outreach and orientation services, more students will be familiar with the college's processes and procedures and be more likely to understand what academic opportunities are at VVC.

GOALS AND ACTIVITIES

B. STUDENT SUCCESS INDICATOR FOR COURSE COMPLETION

"Ratio of the number of credit courses that students by population group actually complete by the end of the term compared to the number of courses in which students in that group are enrolled on the census day of the term"

GOAL B.

1. Ensure appropriate placement in math and English courses.
2. Increase educational planning for new students arriving at VVC.
3. Provide incentives for students to complete orientation and educational planning.
4. Expand use of specialized counseling for qualifying student populations.
5. Make counseling more readily available online.
6. Connect counseling with high school students.
7. Improve counseling services for those requiring greater accommodations or more detailed consideration.
8. Improve identification of students requiring specialized counseling.
9. Engage students falling behind in classes before failure is inevitable.

ACTIVITY B.1 **(Please include the target date in chronological order and identify the responsible person/group for each activity)**

1. Evaluate new student enrollment with Colleague to ensure that students are registered for courses appropriate to their placement.
2. Provide counseling for all new students arriving at VVC and educational planning services in accordance with the Student Services Act of 2012.
3. Encourage completion of assessment, orientation and education planning by moving students who have not completed the process to the end of the registration period.
4. Refer students to specialized counselors where appropriate including DSPS, EOPS, Care, Athletics, Distance Education, Transfer, Health Professionals, Foster Care/Kinship, Veterans, CalWorks, Honors, High School K-12 Bridge Program, and PACE Program.
5. Provide counseling for online students through the use of the "Ask the Ram" link at the VVC web site.

6. Provide abbreviated education plans through high school counselors or VVC counselors conducting Preliminary Education Planning Sessions.

7. Conduct needs analyses during comprehensive educational planning sessions where issues such as health, finances, jobs and family concerns are considered along with education goals.

8. Identify students who would benefit from specialized counseling services from DSPS, EOPS or CalWorks.

9. Implement Early Alert system that identifies students performing poorly in classes and e-mails them to inform them of their situation.

EXPECTED OUTCOME B.1.1

VVC expects to catch many of the students who have fallen between the cracks of the system. These students often misunderstand expectations and requirements for courses, degrees and services and find college confusing or frustrating. By making education plans mandatory and by making counseling services available through other mediums and locations, VVC is ensuring that students are far less likely to run into unexpected barriers to their academic and professional goals.

GOALS AND ACTIVITIES

C. STUDENT SUCCESS INDICATOR FOR ESL AND BASIC SKILLS COMPLETION

"Ratio of the number of students by population group who complete a degree-applicable course after having completed the final ESL or basic skills course to the number of those students who complete such a final course"

GOAL C.

1. Improve access to orientation information and services for ESL students.
2. Expand tutoring for ESL and basic skills students.
3. Support and improve counseling services provided to students in the Basic Skills and ESL programs
4. Expand faculty professional development opportunities for part-time faculty in the Basic Skills and ESL programs.
5. Improve use of statistical evaluation for Basic Skills and ESL programs.

ACTIVITY C.1 **(Please include the target date in chronological order and identify the responsible person/group for each activity)**

1. Provide ESL orientations conducted by bi-lingual counselors to introduce second language students to the ESL Program.
2. Expand tutoring programs in the ELS lab, basic skills math classes, the Basic Skills lab and English classes two levels below freshman composition.
3. Provide all students in the Basic Skills and ESL programs with education plans before end of their first semester of enrollment.
4. Develop series of training/seminar meetings focused on concerns from part-time faculty.
5. Correct TOP Codes used by state to provide DataMart data on Basic Skills and ESL programs.

EXPECTED OUTCOME C.1.1

VVC aims to improve the instruction of basic skills and ESL students through its efforts to expand tutoring services but also to improve the tracking of these students by improving statistical assessment of the Basic Skills and ESL programs. Basic skills and ESL students often run into academic challenges and can benefit from tutoring services provided by other students. The college also needs to improve the tracking and evaluation of its programs focused on these student populations.

GOALS AND ACTIVITIES

D. STUDENT SUCCESS INDICATOR FOR DEGREE AND CERTIFICATE COMPLETION

"Ratio of the number of students by population group who receive a degree or certificate to the number of students in that group with the same informed matriculation goal"

GOAL D.

1. Assess progress of students towards associate's degrees.
2. Improve identification and institutional response to disadvantaged students.
3. Improve communication and contact with at-risk students.
4. Initiate contact with students who are "subject to dismissal."
5. Identify at-risk students and improve their skills for achieving academic goals.
6. Improve preparation for English 101.
7. Identify student certificate and degree goals through education plans.

ACTIVITY D.1 **(Please include the target date in chronological order and identify the responsible person/group for each activity)**

1. Complete Electronic Education Plan application with MIS staff which includes a degree audit tool to assess progress towards certificate or associate's degree.
2. Analyze data of at-risk students to identify students who are disadvantaged when compared to the rest of the VVC population.
3. Contact at-risk students though with letters to inform students of the situation and to encourage them to access counseling and tutorial services and to enroll in special programs.
4. Require counseling for students who are "subject to dismissal" by preventing these students from registering until after they have seen a counselor.
5. Assess barriers to success for at-risk students and recommend strategies and course of action to improve likelihood of achieving academic goals.
6. Establish an exit exam for students completing English composition one level below freshman composition.
7. Track students' completion of certificate and degree goals through education plans.

EXPECTED OUTCOME D.1.1

VVC expects to improve the communications to students regarding the requirements for competing certificates and degrees. The college also aims to improve the completion of English 101, which is required for an Associates degree. When students better understand their academic requirements, they can plan their academic, personal and professional lives more effectively.