

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

Date: November 9, 2010

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

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

## AGENDA ~ Board Room

*This meeting will be electronically recorded*

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

**ANNOUNCEMENT OF ITEMS DELETED OR CORRECTED FROM THE AGENDA**

**ANNOUNCEMENT OF ITEMS TO BE CONSIDERED IN CLOSED SESSION**

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

## CLOSED SESSION ~ West Wing Conference Room

2. **CLOSED SESSION** 4:30-5:30 p.m.

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

PUBLIC APPOINTMENT – Government Code Section 54954.5  
Superintendent/President

- 2.1 **RECESS TO CLOSED SESSION**

## REGULAR MEETING AGENDA

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

3. **OPEN SESSION REGULAR MEETING** 5:30 p.m.  
3.1 Closed Session Report

## PUBLIC COMMENTS RELATED TO AGENDA ITEMS

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

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

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

**5. CONSENT AGENDA**

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

**Approval of consent items.**

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

- 5.1 Approval of the minutes of the October 12, 2010 regular Board meeting and the November 3, 2010 special Board Meeting.
- 5.2 Academic Equivalency Request – Bruce Painter (Construction Technology)  
Approval of the equivalency request for Bruce Painter, Construction Technology. Fiscal Impact: None.
- 5.3 Academic Equivalency Request – David Desterhouse (Construction Technology)  
Approval of the equivalency request for David Desterhouse, Construction Technology. Fiscal Impact: None.
- 5.4 Agreement – Systems Maintenance Services, Inc.  
Ratification of the agreement between Victor Valley Community College District and Systems Maintenance Services, Inc. to provide consultant support, trouble shooting and system analysis for Datatel. Fiscal Impact: \$2,500.00, budgeted item.
- 5.5 Renewal Agreement – Child Development Training Consortium  
Ratification of the 2010-2011 renewal agreement between Victor Valley Community College District and Yosemite Community College, Child Development Training Consortium to reimburse Child Development students for fees and books and to provide curriculum materials and supplies. Fiscal Impact: \$11,250.00, Income to the District.
- 5.6 Fees – Administration of Justice Program  
Approval of charges of materials fees to students beginning with the Spring 2011 term, for the following Administration of Justice courses: (Fiscal Impact: None to the District)

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

- 5.7 Independent Contractor Agreement – Ebony Purcell  
Approval of the Independent Contractor Agreement between Victor Valley Community College District and Ebony Purcell to provide Upward Bound Math & Science Program participants with information regarding SAT/ACT preparation, CSU/UC/community college applications, financial aid and scholarship information. The period of this agreement is from November 12, 2010 through November 14, 2010. Fiscal Impact: \$300.00, grant funded, budgeted item.
- 5.8 Independent Contractor Agreement – H & L Charter Co. Inc.  
Ratification of the Independent Contractor Agreement between Victor Valley Community College District and H & L Charter Co. Inc. to provide transportation services to GEAR UP students/staff/chaperones to partner schools to educational and academic activities. The period of this agreement is from October 21, 2010 through June 30, 2011. Fiscal Impact: Not to exceed \$5,999.00. Grant funded, budgeted item.
- 5.9 Agreements – Contract Education Services  
Approval of the Contract Education Services' agreements listed below to obtain a food handler's certification. Fiscal Impact: \$2,400.00 income to the District.

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

- 5.10 Curriculum Changes  
Approval of the curriculum changes that were approved by the committee on June 10, 2010 and September 23, 2010. Fiscal Impact: None
- 5.11 Renewal Agreement – Samuel Sepuya, M.D.  
Ratification of the renewal agreement between Victor Valley Community College District and Samuel Sepuya, M.D. to serve as the Medical Director for the Victor Valley Community College District Respiratory Therapy Program. The period of this agreement is from August 27, 2010 through August 26, 2011. Fiscal Impact: \$4,000.00 annually.
- 5.12 Agreement – Contract Education Services  
Approval of the Contract Education Services agreement between Victor Valley Community College District and Rounds, Miller & Associates for courses offered in the Contract Education Department. Fiscal Impact: \$780.00, income to the District.
- 5.13 Vehicle Donation – County of San Bernardino  
Acceptance of the donation of a 1999 Chevrolet Cavalier #3G1JC5245XS852655 from the County of San Bernardino to be used as an instructional aid in the Automotive Department. Fiscal Impact: None
- 5.14 Agreement – Blackboard, Inc. (Distance Education Training)  
Ratification of the amended agreement between Victor Valley Community College District and Blackboard, Inc. to provide distance education training to VVC. Fiscal Impact: \$11,700.00, budgeted item.

- 5.15 Agreement – Messaging Architects  
Ratification of the agreement between Victor Valley Community College District and Messaging Architects to provide services to archive and migrate. This agreement will provide email retention services for recovery and discovery purposes. Fiscal Impact: \$30,600.00, budgeted item.
- 5.16 Independent Contractor Agreement – Leticia Martinez  
Ratification of the Independent Contractor Agreement between Victor Valley Community College District and Leticia Martinez to provide financial aid training in the Direct Loan program and to assist with the packaging demand to meet student needs. The period of this agreement is from October 23, 2010 through December 10, 2010. Fiscal Impact: Not to exceed \$1,500.00.
- 5.17 Independent Contractor Agreement – Simon Silva  
Ratification of the Independent Contractor Agreement between Victor Valley Community College District and Simon Silva to provide in-reach and out-reach educational and financial aid workshops. The period of this agreement is for October 5, 2010. Fiscal Impact: Not to exceed \$1,500.00.
- 5.18 Board of Trustees Payments Report  
Approval of the Board of Trustees Payments Report. Fiscal Impact: None
- 5.19 Agreement – Trane Building Services  
Ratification of the agreement between Victor Valley Community College District and Trane Building Services to provide repair services for one of the 2 main chillers located in the Central Plant building. Fiscal Impact: \$2,000.00, Fund 71 expenditure.
- 5.20 Agreement McLaughlin Construction Co.  
Ratification of the agreement between Victor Valley Community College District and McLaughlin Construction Co. to renovate the baseball field dugouts. Fiscal Impact: \$13,455.00, Fund 71 Expenditure.
- 5.21 Agreement – Total Environmental Management Inc.  
Ratification of the agreement between Victor Valley Community College District and Total Environmental Management Inc. to provide rental equipment and labor to set up, monitor, and maintain a supplemental air conditioning unit for the weight room in the Gymnasium, Building 71. Fiscal Impact: \$16,075.00, Fund 71 expenditure.
- 5.22 Agreement – Bell Mountain Enterprise, Inc. (Hi Desert Alarm)  
Ratification of the agreement between Victor Valley Community College District and Bell Mountain Enterprise, Inc. (Hi Desert Alarm) to furnish and install a panic alarm in the Admissions and Records and Financial Aid Departments. Fiscal Impact: \$1,500.00, Fund 71 expenditure.
- 5.23 Agreement – APC Global Services  
Ratification of the agreement between Victor Valley Community College District and APC Global Services to provide repair services for the Uninterruptible Power Supply (UPS) unit that serves the data center in Building 21. Fiscal Impact: \$5,000.00, Fund 71 expenditure.

- 5.24 Amended Agreement – Carrier Johnson  
Ratification of the amended agreement between Victor Valley Community College District and Carrier Johnson to include additional services necessary to process and submit project plans to obtain Division of State Architect (DSA) project approval for the Main Gymnasium Building #71 Heating, Ventilation, and Air Conditioning (HVAC) System Upgrade. Fiscal Impact: \$10,118.00, Local Bond Funded.
- 5.25 Amended Agreement – A & E Inspection Services  
Ratification of the amended agreement between Victor Valley Community College District and A & E Inspection Services to provide Inspector of Record (IOR) services as required by the Division of State Architect (DSA) for the Main Gymnasium Heating, Ventilation, and Air Conditioning (HVAC) System Upgrade and any other DSA required projects at the District's discretion. Fiscal Impact: \$25,000.00, Local Bond Funded.
- 5.26 Amended Agreement – P2S  
Ratification of the amended agreement between Victor Valley Community College District and P2S to assist in the evaluation and selection process for a qualified vendor to identify and install network services at the Eastside Public Safety Training Center. Fiscal Impact: \$15,000.00 – Local Bond Funded.
- 5.27 Agreement – Passantino Andersen Communications, LLC  
Ratification of the amended agreement between Victor Valley Community College District and Passantino Andersen Communications, LLC to produce the Presidential Search Brochure. Fiscal Impact: \$5,600.00, budgeted item.
- 5.28 License Renewal – Iparadigms, LLC  
Ratification of the license renewal between Victor Valley Community College District and Iparadigms, LLC to access Turnitin.com which will provide plagiarism prevention. The period of this license is from November 14, 2010 through November 14, 2011. Fiscal Impact: \$11,620.00, budgeted item.
- 5.29 Out of Country Travel (Student and Faculty) – Germany, Netherlands and England  
Approval of out of country travel to Bonn, Germany, Leiden, Netherlands and London, England to allow staff and student to attend a symposium in Bonn, Germany and view museum specimen collections in Leiden, Netherlands and London, England from November 17, 2010 through November 23, 2010. The student will be accompanied by Professors of Biology, Lisa Harvey and Hinrich Kaiser. Fiscal Impact: \$5,000.00, grant funded.

## ACTION AGENDA

### 6. BOARD OF TRUSTEES

- 6.1 Separate approval of items pulled from consent agenda

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

### 10. ADMINISTRATIVE SERVICES

- 10.1 Foundation Donations

Acceptance of donations as college property from the Victor Valley College District Foundation. The Foundation has made expenditures from cash contributions to specific college programs in the amount of \$20,055.56 and transferred \$27,776.65 in student scholarships for a total cash contribution of \$47,832.21. The Foundation also received and is transferring ownership of in-kind (non-cash) gifts valued at 16,764.00. Fiscal Impact: \$64,596.21 to the District.

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

**11. HUMAN RESOURCES**

11.1 AFT Part-Time Faculty United Agreement

Ratification of the revised articles 4, 5, 6, 8, 9, 10, 11, 12, 13, 14, and 19.  
Fiscal Impact: \$4,350.00 additional annual cost to implement contract.

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

**12. INFORMATION/DISCUSSION**

12.1 Chapter 2 Board Policy 2210 - Officers

Submitted as an informational/discussion item.

**13. REPORTS (3 minute limit per report)**

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

13.1 Foundation

13.2 Employee Groups

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

**14. TRUSTEE COMMENTS**

- ASB

**15. ITEMS FOR FUTURE BOARD MEETINGS**

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

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

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

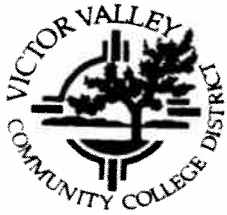
At this time, the Board of Trustees will listen to communication from the public on non-agendized items pertaining to college business. Each speaker is limited to one presentation per meeting on non-agendized matters. Public comments are limited to three minutes per individual and a total of 15 minutes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

**17. 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: October 12, 2010

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

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

## AGENDA ~ Board Room

*Board Room Victor Valley Community College*

### CALL TO ORDER

4:30 p.m.

The Board of trustees of Victor Valley Community College District met in Open Session on October 12, 2010 in the Board Room of the Administration Building. Ms. Valles, Board Vice President called the meeting to order at 4:30 p.m.

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

**Absent:** Judy Schmoll, Student Trustee

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

### PLEDGE OF ALLEGIANCE

Joe Range led the Pledge of Allegiance to the Flag.

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

**ANNOUNCEMENT OF ITEMS TO BE CONSIDERED IN CLOSED SESSION**

## CLOSED SESSION ~ West Wing Conference Room

### 2. CLOSED SESSION

4:30-5 p.m.

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

PUBLIC APPOINTMENT – Government Code Section 54954.5  
Superintendent/President

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

At 5:33 p.m. Board President Valles recessed to closed session.

---

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

---



## REGULAR MEETING AGENDA

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

### 3. OPEN SESSION REGULAR MEETING

#### 3.1 Closed Session Report:

At 5:41 p.m., Board President Valles reconvened to open session and announced that there were no actions taken in Closed Session.

Public Comments: Roderick Gray (5.7), Arlene Green (5.10, 5.11, 5.19, 7.1)

### 4. SUPERINTENDENT/PRESIDENT'S REPORT

Dr. O'Hearn reported that at the last board meeting the board directed him to provide an update regarding the Phelan property and the feasibility of using solar. A report from Compass Energy Solutions was sent to all members of the board determining that it did not seem viable now or in the near future to pursue a solar field. Representatives with Company Energy Solutions and Southern California Edison were available for questions by the board members.

As requested by the board members, Mr. Chris Piercy, Director K-16 Bridge Program, provided an update regarding the Bridge project. The Class of 2010 had 22 high schools participating with 1,723 seniors going through the program. There are over 1,000 students enrolled at Victor Valley College. Analysis shows that 993 students are still enrolled. For the Class of 2011, the goal is to take 2,500 students through the program with 1,500 students enrolled. He thanked Drs. O'Hearn and Zacovic for their leadership and help with the program.

Dr. O'Hearn announced that recently a brochure was mailed from the college showcasing the bond projects. There was an error detected in one of the figures on the brochure. The Citizens' Bond Oversight Committee wanted to ensure that the error was corrected and publically announced.

*Dr. O'Hearn left the meeting*

- **Academic Senate** – Lisa Harvey announced that there is some concern regarding the membership of the Presidential Hiring Committee and asked the members of the board to look at how the committee was put together and how the faculty members were chosen.

*Dr. O'Hearn returned*

### 5. CONSENT AGENDA

It was MSC (Range/Valles, 5-0) to approve the consent agenda items in one motion with items 5.10, 5.11, and 5.19 removed for separate discussion.

#### 5.1 Approval of the minutes of the September 14, 2010 regular Board meeting.

#### 5.2 Out of State Travel – Student Travel

Approval of the out of state travel to allow the Associated Student Body representatives to travel to New Orleans, LA to attend the National Student Advocacy and Leadership Conference from November 10, 2010 through November 14, 2010. Students will be accompanied by Robert Sewell and Deanna Murphy. Fiscal Impact: None to the District, ASB Funds not to exceed \$20,000.00.

- 5.3 Independent Contractor Agreement – Maria E. Huizar  
Approval of the Independent Contractor Agreement between Victor Valley Community College District and Maria E. Huizar to provide parenting workshops to Gear Up Program schools from October 15, 2010 through November 30, 2010. Fiscal Impact: \$3,000.00, budgeted item, grant funded.
- 5.4 Agreement – Apple Valley Fire Protection District  
Ratification of the agreement between Victor Valley Community College District and Apple Valley Fire Protection District to provide general maintenance on various fire apparatus vehicles. The period of this agreement is from September 1, 2010 through June 30, 2011. Fiscal Impact: Not to exceed \$15,000.00.
- 5.5 Agreement – H & E Equipment Services  
Ratification of the agreement between Victor Valley Community College District and H & E Equipment Services for the rental of two 35 foot scissor lifts to be used at home football games. Fiscal Impact: Not to exceed \$1,916.96, budgeted item.
- 5.6 Agreements – Contract Education Services  
Approval of the Contract Education Services' agreements listed below to obtain a food handler's certification. Fiscal Impact: \$2,100.00 income to the District.

Vendor:	Income to the District
Denny's Restaurant - Barstow	\$ 300.00
Rinconsito Del Mar	\$ 300.00
Elk's Lodge - Victorville	\$ 300.00
Panda Express – Mall of Victor Valley	\$ 300.00
Gus Jr's #10	\$ 300.00
Sultana High School	\$ 300.00
Super Target – Apple Valley	\$ 300.00
Total:	\$ 2,100.00

- 5.7 Out of State Student Travel – Political Science  
Approval of the out of state student travel to allow students from the Political Science Department and a District approved volunteer to travel to Washington, DC to participate at the National Model United Nations Conference from October 27, 2010-October 31, 2010. The group will be accompanied by Professor Bozonelos. Fiscal Impact: Not to exceed \$10,000, budgeted item.
- 5.8 Partnership Agreement – Butte-Glenn Community College District  
Ratification of the partnership agreement between Victor Valley Community College District and Butte-Glenn Community College District to participate in the Early Access Program (EAP)/Stepping Into your Future Pilot Project. Fiscal Impact: \$3,000.00 income to the District.
- 5.9 Independent Contractor Agreement – Pula Legal Interpreting Network  
Approval of the Independent Contractor Agreement between Victor Valley Community College District and Pula Legal Interpreting Network to provide interpreter services at the September 14, 2010 Board of Trustees meeting. Fiscal Impact: \$300.00, budgeted item.
- 5.10 **PULLED FOR SEPARATE DISCUSSION** Agreement – Strata Information Group (Consulting Services)  
Ratification of the agreement between Victor Valley Community College District and Strata Information Group to provide consulting services for Datatel Colleague and associated products including Webadvisor. Fiscal Impact: \$25,000.00, budgeted item.

- 5.11 **PULLED FOR SEPARATE DISCUSSION** Independent Contractor Agreement – Anton P. Morrisette  
Ratification of the Independent Contractor Agreement between Victor Valley Community College District and Anton P. Morrisette to provide project management support to the Datatel System. The period of this agreement is from September 7, 2010 through March 30, 2011. Fiscal Impact: \$30,000.00 (\$75 per hour, not to exceed \$5,000 per month), budgeted item.
- 5.12 Board of Trustees Payments Report  
Approval of the Board of Trustees Payments Report. Fiscal Impact: None
- 5.13 Agreement Renewal – 403(b) Plan Third Party Administrator  
Approval of the renewal agreement with Schools First Federal Credit Union to provide third-party administrator services for the voluntary 403(b) retirement plan effective July 1, 2010. Fiscal Impact: None
- 5.14 Amended Agreement – MailFinance, Inc.  
Ratification of the amended agreement between Victor Valley Community College District and MailFinance, Inc. for a 51 month lease that provides a postage machine for the District's postal services. Fiscal Impact: \$6,565.08 per year, budgeted item.
- 5.15 Agreement – Kelley's Underground Construction, Inc.  
Ratification of the agreement between Victor Valley Community College District and Kelley's Underground Construction, Inc. to provide equipment and labor to excavate the Department of Fish and Game (DFG) outflow that passes through District owned property to prevent flooding of the solar field. Fiscal Impact: \$9,300.00, budgeted item.
- 5.16 Agreement – Ferrellgas  
Ratification of the agreement between Victor Valley Community College District and Ferrellgas to enter into a three year agreement to supply a 125 gallon propane storage tank and the propane for the heating units for Building 75C, Football offices. Fiscal Impact: The anticipated expense is \$1,000.00, budgeted item.
- 5.17 Agreement – High Desert Alarm  
Ratification of the agreement between Victor Valley Community College District and High Desert Alarm to upgrade the fire alarm system in the Main Gymnasium building #71. Fiscal Impact: \$5,968.73, Local Bond Funded.
- 5.18 Agreement – Compass Energy Solutions  
Ratification of the agreement between Victor Valley Community College District and Compass Energy Solutions to complete an investment grade audit to evaluate, design, and identify cost effective energy efficient and renewable projects. Fiscal Impact: \$20,000.00 – Fund 71 expenditure.
- 5.19 **PULLED FOR SEPARATE DISCUSSION** Agreement – Vector Resources, Inc. (Vector Insight)  
Ratification of the agreement between Victor Valley Community College District and Vector Resources, Inc. to purchase Vector Insight Managed Services which will provide efficient technical support for Cisco VoIP Systems. Fiscal Impact: \$20,769.00, budgeted item.
- 5.20 Curriculum Changes  
Approval of the curriculum changes that were approved by the committee on September 9, 2010. Fiscal Impact: None

5.21 Renewal Agreement – Evisions (FormFusion)

Ratification of the agreement between Victor Valley Community College District and Evisions for maintenance for Form Fusion software. An integration tool utilized within Datatel for specialized printing jobs, i.e., checks, rosters, etc. The period of this agreement is from November 1, 2010 through October 31, 2011. The Fiscal Impact: \$3,256.00, budgeted item.

**ACTION AGENDA**

**6. BOARD OF TRUSTEES**

6.1 Separate approval of items pulled from consent agenda

**PULLED FOR SEPARATE DISCUSSION:**

5.10 Agreement – Strata Information Group (Consulting Services)

It was MSC (Range/Henderson, 4-1 Mollenkamp opposed) to ratify the agreement between Victor Valley Community College District and Strata Information Group to provide consulting services for Datatel Colleague and associated products including Webadvisor. Fiscal Impact: \$25,000.00, budgeted item.

5.11 Independent Contractor Agreement – Anton P. Morrisette

It was MSC (Range/Nelson, 4-1, Mollenkamp opposed) to ratify the Independent Contractor Agreement between Victor Valley Community College District and Anton P. Morrisette to provide project management support to the Datatel System. The period of this agreement is from September 7, 2010 through March 30, 2011. Fiscal Impact: \$30,000.00 (\$75 per hour, not to exceed \$5,000 per month), budgeted item.

5.19 Agreement – Vector Resources, Inc. (Vector Insight)

It was MSC (Range/Valles, 5-0) to ratify the agreement between Victor Valley Community College District and Vector Resources, Inc. to purchase Vector Insight Managed Services which will provide efficient technical support for Cisco VoIP Systems. Fiscal Impact: \$20,769.00, budgeted item.

**7.0 SUPERINTENDENT/PRESIDENT**

7.1 Agreement – Datatel, Inc. (Consulting Services)

It was MSC (Range/Nelson, 4-1, Mollenkamp opposed) to approve the renewal agreement between Victor Valley Community College District and Datatel, Inc for consulting. Fiscal Impact: \$56,250.00, budgeted item.

**10. ADMINISTRATIVE SERVICES**

10.1 Foundation Donations

It was MSC (Range/Henderson, 5-0) to accept donations as college property from the Victor Valley College District Foundation. The Foundation has made expenditures from cash contributions to specific college programs in the amount of \$21,775.39 and transferred \$103,934.45 in student scholarships for a total cash contribution of \$125,709.84. The Foundation also received and is transferring ownership of in-kind (non-cash) gifts valued at \$3,215.00. Fiscal Impact: \$128, 924.84 to the District.

10.2 Public Hearing and Adoption of the 2010-2011 Budget

The Board President declared the hearing open, following a public comment made by Roderick Gray regarding the 2010-2011 budget, the Board President declared the hearing closed.

It was MSC (Nelson/Mollenkamp, 5-0) to adopt the 2010-2011 budget.

10.3 Agreement – Merrell-Johnson Engineering, Inc.

It was MSC (Henderson/Nelson, 4-1, Range no) to approve the agreement between Victor Valley Community College District Merrell-Johnson Engineering, Inc. for laboratory and on-site testing services during the construction of the Eastside Public Safety Training Center as required by the Division of State Architect's office (DSA). Fiscal Impact: Estimated at \$141,170.00, Local Bond Funded.

10.4 Award Contract – Micon Construction

It was MSC (Henderson/Nelson, 4-1 Mollenkamp opposed) to approve to award the contract to Micon Construction to provide campus landscape sustainability upgrades. Fiscal Impact: \$558,250.00, Fund 71 expenditure.

**11. HUMAN RESOURCES**

11.1 Dean of Student Services

It was MSC (Nelson/Range, 5-0) to approve the management appointment of Sharon Adams for the position of Dean of Student Services beginning on or before November 17, 2010 through June 30, 2011. Fiscal Impact: Range 20 on the Management Salary Schedule, \$8,847 to \$11,308/month plus benefits.

**13. REPORTS (3 minute limit per report)**

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

13.1 Foundation – Ginger Ontiveros - Absent

*Dr. O'Hearn left the meeting*

13.2 Employee Groups

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

**14. TRUSTEE COMMENTS**

- ASB –Judy reported on student activities.

Trustee Henderson reported that the college is in pretty good shape and that he is proud that the administration has put this college on sound financial footing. Trustee Range reported on the California School Board's Association meeting that he recently attended. Vice President Mollenkamp recognized the phenomenal work done by Chris Piercy on the Bridge Program. GH Javaheripour, faculty and staff were recognized for the work accomplished on a balanced budget. Trustee Nelson thanked Chris Piercy for doing an outstanding job on the Bridge Program.

*Dr. O'Hearn returned*

**15. ITEMS FOR FUTURE BOARD MEETINGS:**

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

Trustee Range asked that the board take another look at the Board Policy that addresses the rotation of board officers. He would like to see an election process instead of the rotation. Vice President Mollenkamp would like to see the campus climate survey.

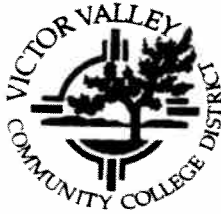
**16. PUBLIC COMMENTS RELATED TO NON-AGENDA ITEMS:** Matthew Woods and Roderick Gray

**17. ADJOURNMENT**

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

\_\_\_\_\_  
Dennis Henderson, Clerk

\_\_\_\_\_  
Date Approved



# Victor Valley Community College District SPECIAL MEETING OF THE BOARD OF TRUSTEES Minutes

Date: November 3, 2010

Place: Closed Session: 12 p.m. West Wing Conference Room, Victor Valley Community College  
18422 Bear Valley Road, Victorville, CA 92395

Regular Meeting: 12 p.m. Board Room Victor Valley Community College  
18422 Bear Valley Road, Victorville, CA 92395

## AGENDA ~ Board Room

*Board Room Victor Valley Community College*

### 1. CALL TO ORDER

12 p.m.

The Board of trustees of Victor Valley Community College District met in Open Session on November 3, 2010 in the Board Room of the Administration Building. Mr. Mollenkamp, Board Vice President called the meeting to order at 12 p.m.

**TRUSTEE ROLL CALL:** Chris Mollenkamp, Vice President; Dennis Henderson, Clerk; Joe Range, Trustee; Don Nelson, Trustee

**Absent:** Angela Valles, Board President  
Judy Schmoll, Student Trustee

### PLEDGE OF ALLEGIANCE

Joe Range led the Pledge of Allegiance to the Flag.

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

**ANNOUNCEMENT OF ITEMS TO BE CONSIDERED IN CLOSED SESSION:** None

## CLOSED SESSION ~ West Wing Conference Room

### 2. CLOSED SESSION

12 p.m.

**PUBLIC APPOINTMENT** – Government Code Section 54954.5 - Superintendent/President

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

### 3. RECESS TO CLOSED SESSION

At 12:03 p.m. Board Vice President Mollenkamp recessed to closed session

---

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

---

## **SPECIAL MEETING AGENDA**

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

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

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

At 1:04 p.m., Board Vice President Mollenkamp reconvened to open session and announced that there were two actions taken in Closed Session. The membership of the Presidential Search Committee by the three (3) members of the Faculty Senate who attended last week, additional two (2) members of the CSEA and one (1) member of the AFT. Dr. Ramirez will contact those constituencies two ensure the names are submitted.

Trustee Mollenkamp has been moved as board representative to a public representative and the Vice President of Human Resources will participate in the committee in a non-voting support role. There will now be a total of 20 members.

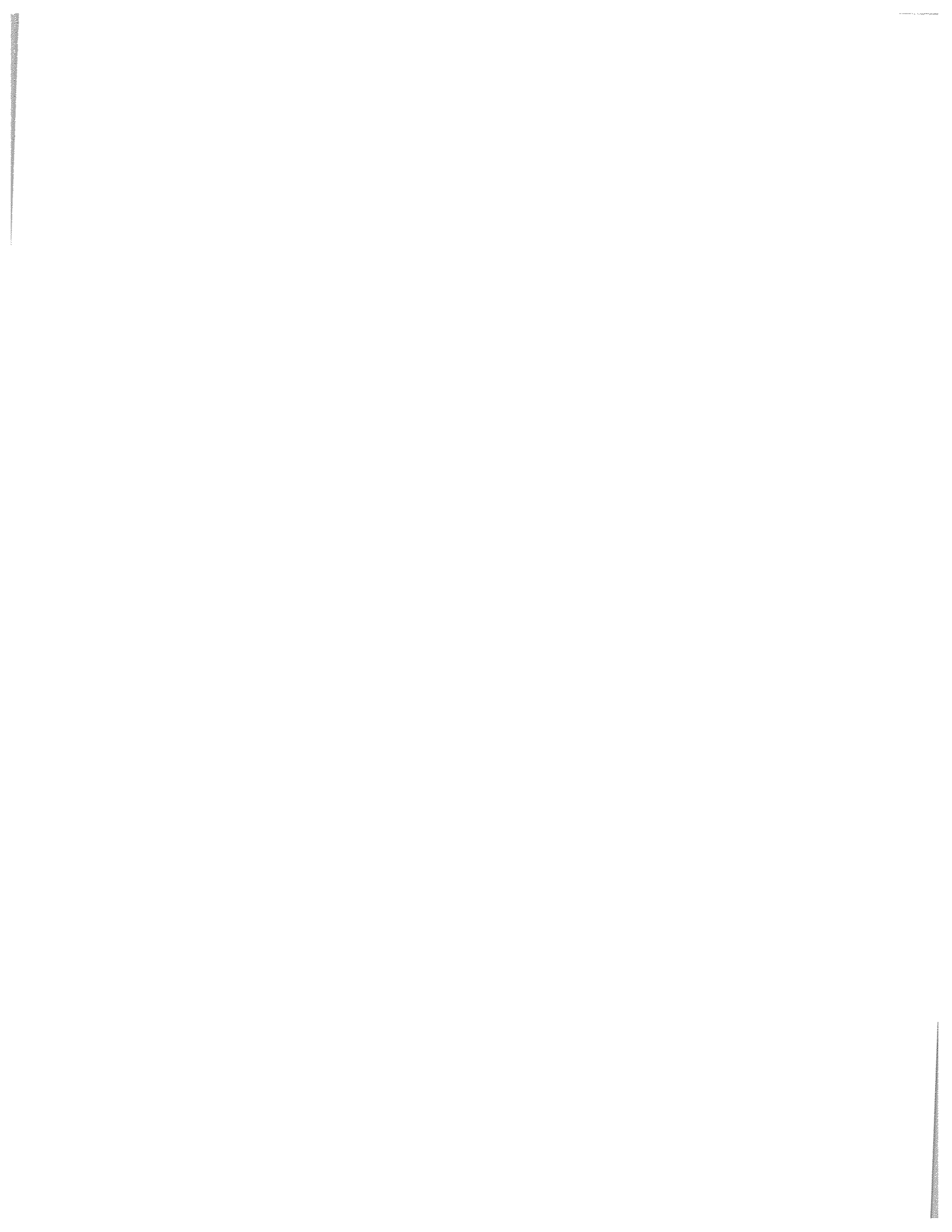
### **5. ADJOURNMENT**

It was unanimously approved to adjourn the meeting at 1:05 p.m.

\_\_\_\_\_  
Dennis Henderson, Clerk

\_\_\_\_\_  
Date Approved





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

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

**TOPIC:** APPROVAL OF ACADEMIC EQUIVALENCY REQUEST

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

**RECOMMENDED BY:** Fusako Yokotobi *Fusako Yokotobi*

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

**Description/Background:**

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

Bruce Painter  
Construction Technology

**EQUIVALENCY**

Meets requirements under course work/work experience combination -- vocational areas, Victor Valley equivalency policy. A minimum of twelve (12) years of work experience in the field and fifteen (15) semester units is required.

**Need:**

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

**Fiscal Impact:**

None

**Recommended Action:**

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

**Legal Review:** YES  NOT APPLICABLE

**Reference for Agenda:** YES  NO



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

BOARD CONSENT  BOARD ACTION  BOARD INFORMATION (no action required)

TOPIC: APPROVAL OF ACADEMIC EQUIVALENCY REQUEST

SUBMITTED BY: Equivalency Committee—Debra Blanchard, Chairperson

RECOMMENDED BY: Fusako Yokotobi *Fusako Yokotobi*

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

**Description/Background:**

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

David Desterhouse  
Construction Technology

**EQUIVALENCY**

Meets requirements under course work/work experience combination -- vocational areas, Victor Valley equivalency policy. A minimum of twelve (12) years of work experience in the field and fifteen (15) semester units is required.

**Need:**

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

**Fiscal Impact:**

None

**Recommended Action:**

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

Legal Review: YES  NOT APPLICABLE

Reference for Agenda: YES  NO




VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES  
AGENDA ITEM

BOARD CONSENT  BOARD ACTION  BOARD INFORMATION (no action required)

TOPIC: AGREEMENT – SYSTEMS MAINTENANCE SERVICES, INC.

SUBMITTED BY: Frank Smith, Technology & Information Resources

RECOMMENDED BY: Frank Smith 

APPROVED BY: Christopher O'Hearn 

**Description/Background:**

The District wishes to enter into an agreement with Systems Maintenance Services, Inc. for consultant support, trouble shooting and related issues.

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

**Need:**

To trouble shoot Datatel specific issues and determine possible corrective actions to restore services.

**Fiscal Impact:** \$ 2500.00 – Budgeted Item

**Recommended Action:**

This item has been approved by the Superintendent/President it is recommended that the Board of Trustees ratify the agreement with Systems Maintenance Services, Inc. in the total amount of \$2500.00.

**Legal Review:** YES  NOT APPLICABLE

**Reference for Agenda:** YES  NO





VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES  
AGENDA ITEM

BOARD CONSENT  BOARD ACTION  BOARD INFORMATION (no action required)

TOPIC: AGREEMENT—CHILD DEVELOPMENT TRAINING CONSORTIUM

SUBMITTED BY: Kelley Johnson, Director, Child Development Center

RECOMMENDED BY: Mark J. Zacovic 

APPROVED BY: Christopher C.O'Hearn 

**Description/Background:**

The District desires to ratify the renewal of a 2010-2011 Child Development Training Consortium agreement with Yosemite Community College, Child Development Training Consortium. Victor Valley College's participation in the agreement provides \$11,250 in revenue that is used to reimburse Child Development students for fees and books, and to provide curriculum materials and supplies for the Child Development Department.

**Need:**

Participation in this training consortium allows students who are currently employed in an early childhood setting, encouraging them to come back to school to further their education and increase their skills.

**Fiscal Impact:**

\$11,250 to the District.

**Recommended Action:**

It is recommended by the Superintendent/President that the Board of Trustees ratify the renewal of a 2010-2011 Child Development Training Consortium agreement with Yosemite Community College, Child Development Training Consortium.

Legal Review: YES  NOT APPLICABLE

Reference for Agenda: YES  NO







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

BOARD CONSENT  BOARD ACTION  BOARD INFORMATION (no action required)

**TOPIC:** FEES – ADMINISTRATION OF JUSTICE PROGRAM

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

**RECOMMENDED BY:** Mark J. Zacovic 

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

**Description/Background:**

The District desires to approve charges of materials fees to students, beginning with the Spring 2011 term, for the following Administration of Justice courses:

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

**Need:**

Students are required to practice and to use the shooting range for the above listed courses. The shooting range charges a per person daily fee of \$6.00 to use its facility.

**Fiscal Impact:**

None to the District.

**Recommended Action:**

It is recommended by the Superintendent/President that the Board of Trustees approve the charges of materials fees to students, for use of the firing range, beginning with the Spring 2011 term for the following Administration of Justice courses: AJ 30, AJ 80 and AJ 81.

**Legal Review:** YES  NOT APPLICABLE

**Reference for Agenda:** YES  NO




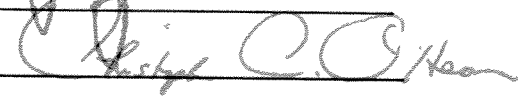
**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES  
AGENDA ITEM**

BOARD CONSENT  BOARD ACTION  BOARD INFORMATION (no action required)

TOPIC: AGREEMENT – EBONY PURCELL

SUBMITTED BY: Janet Long, Director, Upward Bound Programs

RECOMMENDED BY: Mark J. Zacovic 

APPROVED BY: Christopher C. O'Hearn 

**Description/Background:**

The District desires to approve an Independent Contractor Agreement between Victor Valley College and Ebony Purcell for the period of November 12-14, 2010.

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

**Need:**

To provide Upward Bound Math & Science Program participants with information regarding SAT/ACT preparation, CSU/UC/community college applications, financial aid and scholarship information and tips/tricks for preparing for college.

**Fiscal Impact:**

Budgeted item. \$300.00 – Grant funded.

**Recommended Action:**

It is recommended by the Superintendent/President that the Board of Trustees approve an Independent Contractor agreement between Victor Valley Community College District and Ebony Purcell for the period of November 12-14-, 2010.

Legal Review: YES  NOT APPLICABLE

Reference for Agenda: YES  NO



VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES  
AGENDA ITEM

BOARD CONSENT  BOARD ACTION  BOARD INFORMATION (no action required)

TOPIC: AGREEMENT - H & L CHARTER CO., INC.

SUBMITTED BY: Rebecca Elmore, GEAR UP Program

RECOMMENDED BY: Mark J. Zacovic Mark J. Zacovic

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

**Description/Background:**

The District wishes to ratify an independent contractor agreement between Victor Valley College and H & L Charter Co, Inc. The period of this agreement is from October 21, 2010 to June 30, 2011.

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

**Need:**

To provide transportation services to GEAR UP students/staff/chaperones in partner schools to educational and academic activities.

**Fiscal Impact:**

Budgeted item. Not to exceed \$5,999.00 – Grant funded.

**Recommended Action:**

It is recommended by the Superintendent/President that the Board of Trustees ratify the independent contractor agreement between Victor Valley Community College District and H & L Charter Co, Inc. The period of this agreement is October 21, 2010 to June 30, 2011.

Legal Review: YES  NOT APPLICABLE

Reference for Agenda: YES  NO









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

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

**TOPIC:** CURRICULUM CHANGES

**SUBMITTED BY:** Starla Whitney, Curriculum and Scheduling Coordinator

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

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

**Description/Background:**

The College Curriculum Committee meets on a regular basis to review course changes that have been proposed by the instructional departments. The modifications in existing courses and the proposed new courses that were approved by the committee on June 10 and September 23, 2010 are listed on the attached sheet(s).

A copy of the College Curriculum changes are available in the President's Office for your review.

**Fiscal Impact:**

None.

**Recommended Action:**

It is recommended by the Superintendent/President that Board of Trustees approve the curriculum changes that have been recommended by the College Curriculum Committee.

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

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

2009-2010 CURRICULUM COMMITTEE RECOMMENDATIONS

June 10, 2010

	A	B	C	D	E
	COURSE	TITLE	CHANGE	DEGREE APPROPRIATE (new course only)	DATE
1	PE 141	Athletic Training I	Course Update		06/10/10
2	Fire 74C	Fire Prevention 2A	Course Update		06/10/10
3	CIDG	Civil CADD	Certificate Update		06/10/10
4		Geographical Information Systems for Emergency Response & Management	Certificate Update		06/10/10
5					

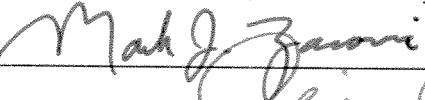

2010-2011 CURRICULUM COMMITTEE RECOMMENDATIONS  
 SEPTEMBER 23, 2010

	A	B	C	D	E
	<b>COURSE</b>	<b>TITLE</b>	<b>CHANGE</b>	<b>DEGREE APPROPRIATE (new course only)</b>	<b>DATE</b>
1	BADM 52	Elements of Supervision	Course Update		Sept. 23, 2010
2	BADM 109	Human Resource Management	Course Update		Sept. 23, 2010
3	SPAN 101	Elementary Spanish	Course Update		Sept. 23, 2010
4	SPAN 101A	Fundamentals of Spanish 101A	Course Update		Sept. 23, 2010
5	SPAN 101B	Fundamentals of Spanish 101B	Course Update		Sept. 23, 2010
6					
7					
8					



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

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

**TOPIC:** AGREEMENT RENEWAL – SAMUEL SEPUYA, M.D.  
**SUBMITTED BY:** Pat Luther, Dean, Health Sciences, Public Safety & Industrial Technology  
**RECOMMENDED BY:** Mark J. Zacovic   
**APPROVED BY:** Christopher C. O'Hearn 

**Description/Background:**

The District desires to ratify a renewal agreement between Victor Valley College and Samuel Sepuya, M.D., to serve as the Medical Director for the Victor Valley Community College District Respiratory Therapy Program. The period of this agreement is from August 27, 2010 through August 26, 2011.

The Medical Director of the Victor Valley Community College District Respiratory Therapy Program will fulfill the role of Medical Director described in the Guidebook of the Committee on Accreditation for Respiratory Care (COARC) and will be responsible for maintaining the program in accordance with current AMA standards.

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

**Need:**

The Medical Director oversees portions of the Respiratory Therapy Program as they relate in the hospital setting and acts as a liaison. The Medical Director's authorized prescription number allows the Program to obtain medical supplies and equipment necessary for the functioning of the Program.

**Fiscal Impact:**

Budgeted item. \$4,000.00 annually

**Recommended Action:**

It is recommended by the Superintendent/President that the Board of Trustees ratify the renewal agreement between Victor Valley College and Samuel Sepuya, M.D., to serve as the Medical Director for the Victor Valley Community College District Respiratory Therapy Program. The period of this agreement is from August 27, 2010 through August 26, 2011.

**Legal Review:** YES  NOT APPLICABLE

**Reference for Agenda:** YES  NO



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

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

**TOPIC:** AGREEMENTS - CONTRACT EDUCATION SERVICES

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

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

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

**Description/Background:**

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

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

Vendor:	Contract Amount	Estimated Income to District
Rounds, Miller & Associates	\$780.00	\$780.00
Total:	\$780.00	\$780.00

**Need:**

The vendor will provide various workshops through Contract Education Services.

**Fiscal Impact:** \$ 780.00 income to the District

**Recommended Action:**

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

**Legal Review:** YES  NOT APPLICABLE

**Reference for Agenda:** YES  NO





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

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

**TOPIC:** VEHICLE DONATION – COUNTY OF SAN BERNARDINO  
**SUBMITTED BY:** Pat Luther, Dean, Health Sciences, Public Safety & Industrial Technology  
**RECOMMENDED BY:** Mark J. Zacovic *Mark J. Zacovic*  
**APPROVED BY:** Christopher C. O'Hearn *Christopher C. O'Hearn*

**Description/Background:**

The County of San Bernardino Fleet Management Department agrees to donate and transfer ownership of a 1999 Chevrolet Cavalier, #3G1JC5245XS852655, (County Vehicle No. #004979) to Victor Valley Community College.

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

**Need:**

The County of San Bernardino is donating the vehicle for use as an instructional aid in the Automotive Department.

**Fiscal Impact:**

None.

**Recommended Action:**

It is recommended by the Superintendent/President that the Board of Trustees accept the donation of a 1999 Chevrolet Cavalier, #3G1JC5245XS852655 from the County of San Bernardino, to be used as an instructional aid in the Automotive Department.

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

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

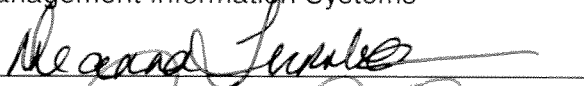



VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES  
AGENDA ITEM

BOARD CONSENT  BOARD ACTION  BOARD INFORMATION (no action required)

TOPIC: AGREEMENT – BLACKBOARD, INC. (TRAINING)

SUBMITTED BY: Deanna Turnbeau, Management Information Systems

RECOMMENDED BY: Deanna Turnbeau 

APPROVED BY: Christopher O'Hearn 

**Description/Background:**

The District wishes to enter into an agreement with Blackboard, Inc. to provide training to VVC faculty as it relates to Blackboard functionality. This will encompass advanced and new features.

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

**Need:**

A Blackboard advisory group consisting of VVC faculty and MIS technical staff have identified that additional functionality training is needed for all VVC faculty. This package includes Blackboard training presented in two formats: face-to-face instructor lead training held over a three day period on the VVC campus and an on-demand video library accessible by all VVC faculty.

**Fiscal Impact:** \$ 11,700.00 – Budgeted Item

**Recommended Action:**

This item has been approved by the Superintendent/President it is recommended that the Board of Trustees ratify the agreement with Blackboard, Inc. in the amount of \$11,700.00.

**Legal Review:** YES  NOT APPLICABLE

**Reference for Agenda:** YES  NO




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

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

**TOPIC:** AGREEMENT – MESSAGING ARCHITECTS

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

**RECOMMENDED BY:** Frank Smith 

**APPROVED BY:** Christopher O'Hearn 

**Description/Background:**

The District wishes to enter into an agreement with Messaging Architects to provide services to archive and migrate, these services used in conjunction with each other will enable the District to migrate to Microsoft Exchange and to provide e-mail retention services for recovery and discovery purposes

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

**Need:**

The Archive product will allow us to take older data out of the e-mail system and archive it while still allowing end users access to the data. This will enhance the reliability of the system by not keeping data in the production system forever.

The Migrate product will allow us to transfer the data and archives to the new e-mail systems with a minimum of user disruption, retaining a maximum amount of data and translating it into a format that Microsoft Exchange can use.

The two products together will enable IT to more effectively serve the needs of the District, while minimizing the impact of the migration.

**Fiscal Impact:** \$ 30,600.00– Budgeted Item

**Recommended Action:**

This item has been approved by the Superintendent/President it is recommended that the Board of Trustees ratify the agreement with Messaging Architects in the total amount of \$30,600.00.

**Legal Review:** YES  NOT APPLICABLE

**Reference for Agenda:** YES  NO



VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES  
AGENDA ITEM

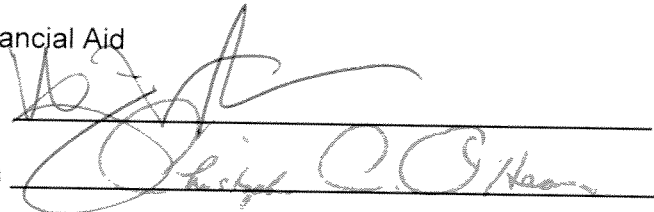
BOARD CONSENT X BOARD ACTION \_\_\_ BOARD INFORMATION (no action required) \_\_\_

TOPIC: AGREEMENT – INDEPENDENT CONTRACTOR – LETICIA MARTINEZ

SUBMITTED BY: Maria Gonzalez, Financial Aid

RECOMMENDED BY: Virginia Moran

APPROVED BY: Christopher O'Hearn



**Description/Background:**

The District wishes to enter into an Independent Contractor Agreement with Leticia Martinez to provide financial aid training in the Direct Loan program and to assist with the packaging demand to meet student needs.

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

**Need:**

Due to the new regulations and changes to the newly implemented Direct Loan program, training is needed to meet compliance and regulatory issues. Due to the high demand of increased financial aid applications assistance is needed with packaging to meet student needs.

**Fiscal Impact:** Not to exceed - \$1,500.00

**Recommended Action:**

This item has been approved by the Superintendent/President it is recommended that the Board of Trustees ratify the Independent Contractor Agreement with Leticia Martinez in the amount not to exceed \$1,500.00

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

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





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

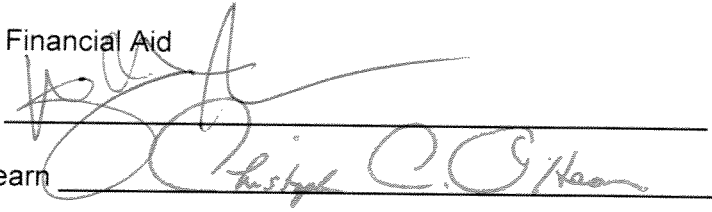
**BOARD CONSENT X BOARD ACTION \_\_\_ BOARD INFORMATION (no action required) \_\_\_**

**TOPIC:** AGREEMENT – INDEPENDENT CONTRACTOR – SIMON SILVA

**SUBMITTED BY:** Maria Gonzalez, Financial Aid

**RECOMMENDED BY:** Virginia Moran

**APPROVED BY:** Christopher O'Hearn



**Description/Background:**

The District wishes to enter into an Independent Contractor Agreement with Simon Silva to provide in-reach and out-reach educational and financial aid workshops.

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

**Need:**

Conducting in-reach and out-reach financial aid and other student support services to students and the community is vital. Promoting financial aid awareness and cultural workshops is crucial to meet students' needs.

**Fiscal Impact:** Not to exceed - \$1,500.00

**Recommended Action:**

This item has been approved by the Superintendent/President it is recommended that the Board of Trustees ratify the Independent Contractor Agreement with Simon Silva in the amount not to exceed \$1,500.00

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

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




VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES  
AGENDA ITEM

BOARD CONSENT  BOARD ACTION  BOARD INFORMATION (no action required)

TOPIC: BOARD OF TRUSTEES PAYMENTS REPORT

SUBMITTED BY: Renee Garcia, Fiscal Services

RECOMMENDED BY: G.H. Javaheripour 

APPROVED BY: Christopher O'Hearn 

**Description/Background:**

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

Need: N/A

Fiscal Impact: None

**Recommended Action:**

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

Legal Review: YES  NOT APPLICABLE

Reference for Agenda: YES  NO

BOARD PAYMENT REPORT  
 BOARD OF TRUSTEES MEETING, NOV. 9, 2010

	General Fund	Insurance Trust	Cap Projects Fund	Child Dev Ctr Fund	Revenue Bond	Student Cntr Fee
BATCH 176	\$ 1,900.00					
BATCH 177	\$ 3,476.59					
BATCH 178	\$ 1,723.00					
BATCH 179	\$ 827.54					
BATCH 180	\$ 7,965.25					
BATCH 181	\$ 737.79					
BATCH 182	\$ 2,752.83					
BATCH 183	\$ 1,398.74					
BATCH 184	\$ 1,525.00					
BATCH 185	\$ 9,997.52					
BATCH 185A	\$ 12,629.01					
BATCH 186	\$ 81,180.88					
BATCH 186A	\$ 27,942.24					
BATCH 187	\$ 9,176.25					
BATCH 188	\$ 450.00					
BATCH 188A	\$ 18,000.00					
BATCH 189	\$ 944.00					
BATCH 190	\$ 970.00					
BATCH 191	\$ 26,068.47					
BATCH 191A	\$ 7,028.41					
BATCH 192	\$ 1,135.00					
BATCH 193 CONTAINS NO BATCH						
BATCH 194	\$ 1,206.62					
BATCH 195	\$ 65.00					
BATCH 196	\$ 1,932.00					
BATCH 197 CONTAINS NO BATCH						
BATCH 197A	\$ 20,000.00					
BATCH 198 VOIDED						
BATCH 198A	\$ 152,399.00					
BATCH 199	\$ 31,233.18					
BATCH 199A	\$ 1,500.00					
BATCH 200	\$ 17,205.35					
BATCH 201	\$ 3,644.55					
BATCH 201A	\$ 3,494.00					
BATCH 202	\$ 4,030.46					

**BOARD PAYMENT REPORT  
BOARD OF TRUSTEES MEETING, NOV. 11, 2010**

	General Fund	Insurance Trust	Cap Projects Fund	Child Dev Ctr Fund	Revenue Bond	Student Cntr Fee
BATCH 203	\$ 222.12					
BATCH 204	\$ 12,728.96					
BATCH 204A	\$ 11,088.77					
BATCH 205 VOIDED						
BATCH 205A		\$ 3,245.91				
BATCH 206 VOIDED						
BATCH 206A	\$ 2,719.27					
BATCH 207 VOIDED						
BATCH 207A					\$ 52,948.20	
BATCH 208	\$ 4,204.65					
BATCH 209					\$ 4,379.00	
BATCH 209A					\$ 3,306.00	
BATCH 210	\$ 16,204.32					
BATCH 211 VOIDED						
BATCH 211A	\$ 63,854.00					
BATCH 212	\$ 2,895.05					
BATCH 213						
BATCH 214 VOIDED						
BATCH 215 VOIDED						
BATCH 215A	\$ 3,607.48					
BATCH 216	\$ 0.30					
BATCH 216A	\$ 6,355.00					
BATCH 217	\$ 7,553.63					
BATCH 218	\$ 3,225.58					
BATCH 219	\$ 3,662.00					
BATCH 220	\$ 4.72					
BATCH 221	\$ 283.00					
BATCH 222	\$ 1,322.87					
BATCH 223	\$ 103.86					
BATCH 224	\$ 535.09					
BATCH 225	\$ 1,076.50					
BATCH 226	\$ 2,649.62					
BATCH 227	\$ 30.00					
BATCH 228	\$ 49,817.06					
BATCH 228A	\$ 3,256.00					
BATCH 229	\$ 261.43					
BATCH 230	\$ 13,894.78					
BATCH 231 VOIDED						

**BOARD PAYMENT REPORT  
BOARD OF TRUSTEES MEETING, NOV. 9, 2010**

	General Fund	Insurance Trust	Cap Projects Fund	Child Dev Ctr Fund	Revenue Bond	Student Cntr Fee
BATCH 231A			\$ 6,723.01			
BATCH 232				\$ 213.12		
BATCH 233					\$ 689.87	
BATCH 234 CONTAINS NO BATCH	\$ 10,195.35					
BATCH 235						
BATCH 236 CONTAINS NO BATCH						
BATCH 237 CONTAINS NO BATCH						
BATCH 238	\$ 600.00					
BATCH 239					\$ 1,437.50	
BATCH 240			\$ 2,500.00			
BATCH 241	\$ 2,339.00					
BATCH 242	\$ 824.14					
BATCH 243 CONTAINS NO BATCH						
BATCH 244 CONTAINS NO BATCH						
BATCH 245			\$ 659.23			
BATCH 246	\$ 250.32					
BATCH 247 CONTAINS NO BATCH						
BATCH 247A	\$ 1,874.16					
BATCH 248	\$ 1,589.86					
BATCH 249	\$ 774.97					
BATCH 250	\$ 68.00				\$ 9,872.26	
BATCH 251					\$ 2,578.50	
BATCH 251A						
BATCH 252	\$ 4,163.03					
BATCH 252A	\$ 3,579.00					
BATCH 253 VOIDED						
BATCH 253A					\$ 62,706.00	
BATCH 254						
BATCH 255	\$ 2,641.84					
BATCH 256	\$ 14,328.56					
BATCH 256A	\$ 7,112.13					
BATCH 257 VOIDED						
BATCH 257A	\$ 8,731.11					
BATCH 258	\$ 11,055.64				\$ 428,438.32	
BATCH 259						

**BOARD REPORTS  
BOARD OF TRUSTEES MEETING, NOV. 9, 2010**

	General Fund	Insurance Trust	Cap Projects Fund	Child Dev Ctr Fund	Revenue Bond	Student Cntr Fee
BATCH 259A	\$ 3,500.00					
BATCH 260	\$ 35,415.78					
BATCH 260A	\$ 16,585.99					
BATCH 261	\$ 2,356.15					
BATCH 262	\$ 2,141.61					
BATCH 263 VOIDED						
BATCH 263A					\$ 9,555.21	
BATCH 264			\$ 1,217.20			
BATCH 265 CONTAINS NO BATCH						
BATCH 266 CONTAINS NO BATCH						
BATCH 267			\$ 21,386.51			
BATCH 268	\$ 1,134.00					
BATCH 269	\$ 3,079.42					
BATCH 270	\$ 5,648.00					
BATCH 270A	\$ 2,731.00					
BATCH 271 CONTAINS NO BATCH						
BATCH 271A	\$ 2,350.53					
BATCH 272 CONTAINS NO BATCH						
BATCH 273	\$ 10,510.48					
	<b>\$ 821,674.81</b>	<b>\$ 3,245.91</b>	<b>\$ 32,793.95</b>	<b>\$ 213.12</b>	<b>\$ 579,900.85</b>	<b>\$ -</b>






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

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

**TOPIC:** AGREEMENT – TRANE BUILDING SERVICES

**SUBMITTED BY:** Chris Hylton, Maintenance & Operations

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

**APPROVED BY:** Christopher O'Hearn 

**Description/Background:**

The District wishes to enter into an agreement with Trane Building Services to provide repair services for one of the 750 ton chillers located in the Central Plant building. This unit provides 50% of the air conditioning capacity for the buildings on the chill water loop. The unit is currently in fault mode due to a defective oil sump heater.

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

**Need:**

The unit will not operate while in a fault mode, which puts 100% of the load on the other chiller. The units also do not lead/lag which causes the operating chiller to accumulate more operating hours than the downed unit.

**Fiscal Impact:**

\$2,000.00 – Fund 71 Expenditure

**Recommended Action:**

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

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

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

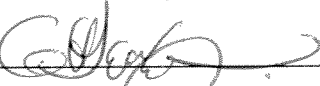



VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES  
AGENDA ITEM

BOARD CONSENT  BOARD ACTION  BOARD INFORMATION (no action required)

TOPIC: AGREEMENT – MCLAUGHLIN CONSTRUCTION CO.

SUBMITTED BY: Chris Hylton, Maintenance & Operations

RECOMMENDED BY: G.H. Javaheripour 

APPROVED BY: Christopher O'Hearn 

**Description/Background:**

The District wishes to enter into an agreement with McLaughlin Construction Co. to renovate the baseball field dugouts. The dugouts for the baseball field require substantial repair to provide a suitable environment for the players, and to prevent any further damage due to weather.

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

**Need:**

The roofing material, sheathing, and fascia require replacement, and the surface painting needs renewal.

**Fiscal Impact:**

\$13,455.00 – Fund 71 Expenditure

**Recommended Action:**

This item has been approved by the Interim Superintendent/President, and it is recommended that the Board of Trustees ratify the agreement with McLaughlin Construction Co. to renovate the baseball field dugouts.

Legal Review: YES  NOT APPLICABLE

Reference for Agenda: YES  NO




VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES  
AGENDA ITEM

BOARD CONSENT  BOARD ACTION  BOARD INFORMATION (no action required)

TOPIC: AGREEMENT – TOTAL ENVIRONMENTAL MANAGEMENT, INC.

SUBMITTED BY: Chris Hylton, Maintenance & Operations

RECOMMENDED BY: G.H. Javaheripour 

APPROVED BY: Christopher O'Hearn 

**Description/Background:**

The District wishes to enter into an agreement with Total Environmental Management, Inc. to provide rental equipment and labor to set up, monitor and maintain a supplemental air conditioning unit for the weight room in the Gymnasium, Building 71.

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

**Need:**

The current installed cooling unit is inefficient during periods of extreme heat or humidity and creates an environment that is not conducive to athletic activity. This unit has been approved for replacement by the Board of Trustees on September 14, 2010. The supplemental unit will use refrigerated air to cool and dehydrate the air in the weight room until the approved replacement unit can be installed.

**Fiscal Impact:**

\$16,075.00 – Fund 71 Expenditure

**Recommended Action:**

This item has been approved by the Interim Superintendent/President, and it is recommended that the Board of Trustees ratify the agreement with Total Environmental Management, Inc.

Legal Review: YES  NOT APPLICABLE

Reference for Agenda: YES  NO





VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES  
AGENDA ITEM

BOARD CONSENT  BOARD ACTION  BOARD INFORMATION (no action required)

TOPIC: AGREEMENT / BELL MOUNTAIN ENTERPRISE, INC. DBA HI DESERT ALARM

SUBMITTED BY: Chris Hylton, Maintenance & Operations

RECOMMENDED BY: G.H. Javaheripour 

APPROVED BY: Christopher O'Hearn 

**Description/Background:**

The District wishes to enter into an agreement with Bell Mountain Enterprise, Inc. DBA Hi Desert Alarm to furnish and install a rapid notification system in the Admissions and Records and Financial Aid Departments. Employees that work in the Admissions & Records and Financial Aid Departments have expressed concerns about the lack of a rapid notification system for Campus Police assistance. The system will allow an employee to depress a hidden button that will activate a silent alarm that's transmitted directly to the Campus Police emergency number.

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

**Need:**

To provide a system that will allow employees to summon police assistance if the need arises to subdue an unruly member of the public or to apprehend an individual that is committing an illegal act.

**Fiscal Impact:**

\$1,500.00 – Fund 71 Expenditure

**Recommended Action:**

This item has been approved by the Interim Superintendent/President, and it is recommended that the Board of Trustees ratify the agreement with Bell Mountain Enterprise, Inc. DBA Hi Desert Alarm as submitted.

Legal Review: YES  NOT APPLICABLE

Reference for Agenda: YES  NO





VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES  
AGENDA ITEM

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

TOPIC: AGREEMENT – APC GLOBAL SERVICES

SUBMITTED BY: Chris Hylton, Maintenance & Operations

RECOMMENDED BY: G.H. Javaheripour



APPROVED BY: Christopher O'Hearn



**Description/Background:**

The District wishes to enter into an agreement with APC Global Services to provide repair services for the Uninterruptible Power Supply (UPS) unit that serves the data center in Building 21. The unit is currently in fault mode and is not providing power conditioning or back up power to the data center.

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

**Need:**

The UPS system provides power to the main campus servers between the time Edison power is lost and the emergency generator starts up and takes over the load. Without this intermediate power the servers shut down before the generator can take over, which causes a loss of computer function throughout the campus.

**Fiscal Impact:**

\$5,000.00 – Fund 71 Expenditure

**Recommended Action:**

This item has been approved by the Interim Superintendent/President, and it is recommended that the Board of Trustees ratify the agreement with APC Global Services.



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

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



VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES  
AGENDA ITEM

BOARD CONSENT  BOARD ACTION  BOARD INFORMATION (no action required)

TOPIC: AMEND AGREEMENT – CARRIER JOHNSON  
SUBMITTED BY: Steve Garcia, Facilities Construction  
RECOMMENDED BY: G.H. Javaheripour   
APPROVED BY: Christopher O'Hearn 

**Description/Background:**

The District wishes to amend the agreement with Carrier Johnson, originally approved by the Board of Trustees on June 8, 2010, to include additional services necessary to process and submit project plans to obtain Division of State Architect project approval for the Main Gymnasium Building #71 HVAC System Upgrade.

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

**Need:**

The current heating and cooling system in the Main Gymnasium Building #71 is insufficient and the District has received numerous complaints regarding the combined extreme heat and humidity which has caused cancellation of classes. The original agreement included services necessary to design the retrofitting of the current HVAC system, however it was not determined until after the contract was approved and bids for the work were opened that this project would require Division of State Architect's approval based on California Education Code Sections 17295 and 81133, which sets a maximum construction cost exempting projects from this process. The lowest responsible bidder was over this maximum limit.

**Fiscal Impact:** \$10,118.00 – Locally Bond Funded.

**Recommended Action:**

This item has been approved by the Interim Superintendent/President, and it is recommended that the Board of Trustees ratify the amended agreement with Carrier Johnson in the amount of \$10,118.00.

**Legal Review:** YES  NOT APPLICABLE

**Reference for Agenda:** YES  NO





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

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

**TOPIC:** AGREEMENT – A & E INSPECTION SERVICES

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

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

**APPROVED BY:** Christopher O'Hearn 

**Description/Background:**

The District wishes to enter into an agreement with A & E Inspection Services to provide Inspector of Record (IOR) services as required by the Division of State Architect (DSA) for the Main Gymnasium Heating, Ventilation and Air Conditioning (HVAC) System Upgrade, and any other DSA required projects at the District's discretion.

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

**Need:**

The Division of State Architect requires an Inspector of Record at all Community College construction projects. The District originally entered into an agreement with A & E Inspection Services on June 8, 2010, for the Eastside Public Safety Training Center project. The District has been very satisfied with this company's performance and would like to enter into an agreement for the Main Gymnasium HVAC System Upgrade and any future projects, both bond and non-bond funded. The fiscal impact below is specifically for the Main Gymnasium HVAC System Upgrade project. The District will bring any future projects requiring the DSA IOR services to the Board for approval as they occur.

**Fiscal Impact:**

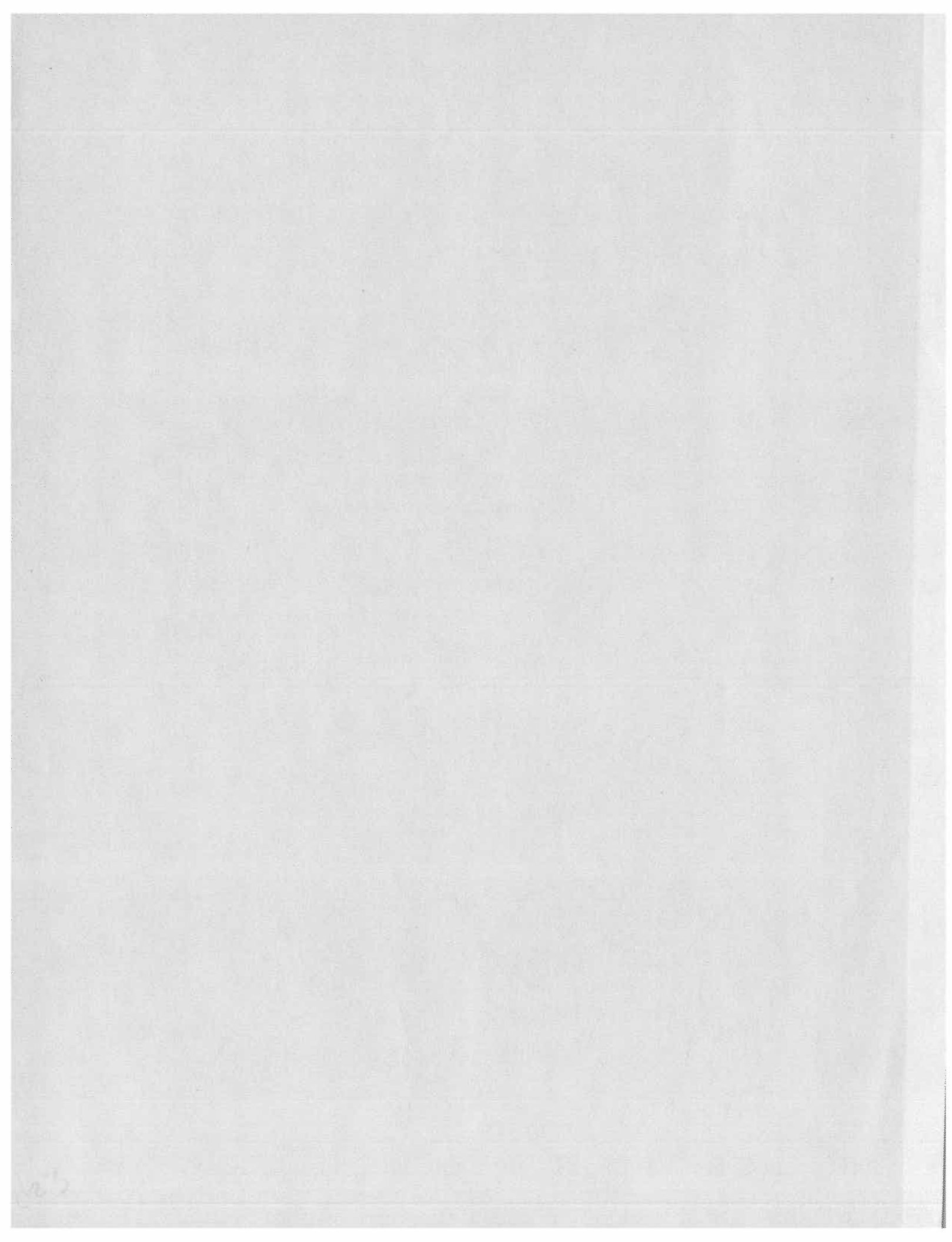
\$25,000.00 – Locally Bond Funded.

**Recommended Action:**

This item has been approved by the Interim Superintendent/President; and it is recommended that the Board of Trustees ratify the agreement with A & E Inspection Services in the amount of \$25,000.00 for Division of State Architect Inspector of Record services for the Main Gymnasium HVAC System Upgrade, and any other projects at the District's discretion.

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

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



VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES  
AGENDA ITEM

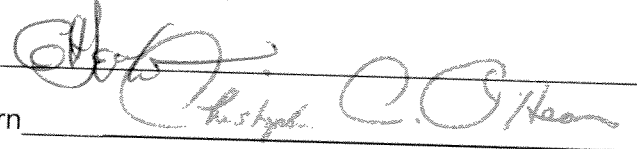
BOARD CONSENT X BOARD ACTION \_\_\_ BOARD INFORMATION (no action required) \_\_\_

TOPIC: AGREEMENT – P2S

SUBMITTED BY: Steve Garcia, Facilities Construction

RECOMMENDED BY: G.H. Javaheripour

APPROVED BY: Christopher O'Hearn



**Description/Background:**

The District wishes to enter into an agreement with P2S to provide network and telecommunications consulting services to identify a viable, cost-effective, reliable solution for the Eastside Public Safety Training Center.

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

**Need:**

These services are needed for the development of a Request for Proposal and to assist in the evaluation and selection process for a qualified vendor to identify and install network services at the Eastside Public Safety Training Center.

**Fiscal Impact:**

\$15,000.00 – Local Bond Funded

**Recommended Action:**

This item has been approved by the Interim Superintendent/President, and it is recommended that the Board of Trustees ratify the agreement with P2S in the amount of \$15,000.00.

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

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





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

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

**TOPIC:** AGREEMENT – PASSANTINO ANDERSEN COMMUNICATIONS, LLC

**SUBMITTED BY:** Bill Greulich, Public Information Office

**RECOMMENDED BY:** Bill Greulich Bill Greulich

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

**Description/Background:**

The district wishes to enter into an agreement with Passantino Andersen Communications, LLC to produce the Presidential Search Brochure. Services to include:

Message Development & Project Management	\$4,000.00
Graphic Design	\$ 800.00
Printing	\$ 800.00
Total Project Cost	\$5,600.00

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

**Need:**

The standard recruitment process calls for notification of the position to as many candidates across the country as possible. This brochure will be used to solicit potential presidential candidates and inform them of the position and the college in general.

**Recommended Action/Fiscal Impact:**

This item has been approved by the Superintendent/President, and it is recommended that the Board of Trustees ratify the agreement Passantino Andersen Communications, LLC in the amount of \$5,600.00 to produce the Presidential Search Brochure.

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

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



VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES  
AGENDA ITEM

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

TOPIC: LICENSE RENEWAL – IPARADIGMS, LLC  
SUBMITTED BY: Mark J. Zacovic, Executive Vice President, Instruction & Student Services  
RECOMMENDED BY: Mark J. Zacovic *Mark J. Zacovic*  
APPROVED BY: Christopher C. O'Hearn *Christopher C. O'Hearn*

**Description/Background:**

The District desires to renew the Victor Valley Community College license with iParadigms LLC to access Turnitin.com. The license is from November 14, 2010, through November 14, 2011.

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

**Need:**

This license will provide plagiarism prevention.

**Fiscal Impact:**

Budgeted item. \$11,620.00

**Recommended Action:**

It is recommended by the Superintendent/President that the Board of Trustees renew the Victor Valley Community College license with iParadigms, LLC to access Turnitin.com. The license is from November 14, 2010 through November 14, 2011.

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

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



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

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

**TOPIC:** OUT OF COUNTRY TRAVEL – GERMANY, THE NETHERLANDS, AND ENGLAND

**SUBMITTED BY:** Lori Kildal, Dean, Science, Technology, Engineering and Math

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

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

**Description/Background:**

The District desires to approve out of country travel to Bonn, Germany, Leiden, The Netherlands, and London, England from November 17, 2010 to November 23, 2010. The travel will allow staff and a student to attend a symposium dealing with Southeast Asian herpetology at the Zoological Research Institute and Museum Koenig in Bonn, Germany. Two other key collections of museum specimens will be viewed in Leiden, The Netherlands and London, England. The student will be accompanied by Professors of Biology, Lisa Harvey and Hinrich Kaiser.

**Student:** Caitlin Sanchez

**Need:**

To continue the requirements of the grant in regards to the propagation of research being conducted at the College.

**Fiscal Impact:**

\$5,000.00 – Budgeted item. Grant Funded.

**Recommended Action:**

It is recommended by the Superintendent/President that the Board of Trustees approve out of country travel to Bonn, Germany, Leiden, The Netherlands and London, England allowing staff and student to attend a symposium in Bonn, Germany and view museum specimen collections in Leiden, The Netherlands and London, England from November 17, 2010 to November 23, 2010. The student will be accompanied by Professors of Biology, Lisa Harvey and Hinrich Kaiser.

**Legal Review:** YES  NOT APPLICABLE

**Reference for Agenda:** YES  NO



VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES  
AGENDA ITEM

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

TOPIC: FOUNDATION DONATIONS

SUBMITTED BY: Ginger Ontiveros, Victor Valley College Foundation

RECOMMENDED BY: G.H. Javaheripour 

APPROVED BY: Christopher O'Hearn 

**Description/Background:**

Acceptance of donations as college property from the Victor Valley College District Foundation. The Foundation has made expenditures from cash contributions to specific college programs in the amount of \$20,055.56 and transferred \$27,776.65 in student scholarships for a total cash contribution of \$47,832.21. The Foundation has also received and is transferring ownership of inkind (non-cash) gifts valued at \$16,764.00. Total contributions from the Foundation for September 2010 are \$64,596.21 to the District.

**Need:** N/A

**Fiscal Impact:** \$64,596.21 to the District

**Recommended Action:**

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

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

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



WC FOUNDATION SUPPORT TO VVC Expenditures Made From Cash Donations September 2010				
Project Description	Post date	Trans. Amount	Account Description	Reference
Agriculture (Mojave Sustainability Project)	09/01/10	\$ 2,949.04	Salaries & Wages	Agriculture - Payroll and Benefits
Agriculture (Mojave Sustainability Project)	09/01/10	\$ 1,065.00	Travel	Reimbursement for 2010 Costa Rica Study Abroad
<b>Agriculture Total:</b>		<b>\$ 4,014.04</b>		
Soccer	09/23/10	\$ 1,016.81	Equipment / Supplies	Soccer Team Sweatshirts
Softball Fund	09/23/10	\$ 1,235.20	Admission / Entry Fees	Reimbursement for Golf Tournament Fees
Softball Fund	09/16/10	\$ 163.13	Printing	Banners for Softball
Women's Basketball	09/22/10	\$ 130.28	Equipment / Supplies	Coaches Shirts for Women's Basketball
Women's Basketball	09/22/10	\$ 200.00	Dues & Subscriptions	Women's Basketball Membership Dues
Women's Tennis	09/01/10	\$ 100.00	Admission / Entry Fees	Labor Day Tournament for Women's Tennis
Wrestling Team	09/23/10	\$ 706.88	Equipment / Supplies	Wrestling Spirit Packs
<b>Athletics Total:</b>		<b>\$ 3,552.30</b>		
Fall - Even Nursing Class	09/01/10	\$ 718.16	Awards & Recognition	Reimbursement for Nursing Golf Tournament
Fall - Even Nursing Class	09/07/10	\$ 1,290.00	Facilities & Decorations	Facility Rental for Nursing Graduation
<b>Nursing Total:</b>		<b>\$ 2,008.16</b>		
Friends of the Library	09/23/10	\$ 532.04	Equipment / Supplies	Credit Card Charges
<b>Friends of the Library Total:</b>		<b>\$ 532.04</b>		
General Scholarship Clearing Fund	09/10/10	\$ 6,500.00	Scholarships	Scholarships Received thru 9/7/10
General Scholarship Clearing Fund	09/07/10	\$ 8,940.98	Scholarships	Scholarships Received thru 09/7/2010
General Scholarship Clearing Fund	09/07/10	\$ 150.00	Scholarships	Scholarship Transfer for Darcella Wilson #0182209
General Scholarship Clearing Fund	09/15/10	\$ 7,160.00	Scholarships	Scholarships Received thru 9/15/10
General Scholarship Clearing Fund	09/15/10	\$ 180.00	Scholarships	Schol Transfer for Michael Whisman #0245773
PREPAID-Willmas Charitable Trust	09/22/10	\$ 345.67	Scholarships	Scholarship for Lacy Hill - xxx-xx-7580
PREPAID-Willmas Charitable Trust	09/15/10	\$ 4,500.00	Scholarships	Scholarships Received thru 9/15/10
<b>Scholarships Total:</b>		<b>\$ 27,776.65</b>		
Grants - General	09/16/10	\$ 1,750.00	Grants Awarded	Mechanics Collaborative Outreach 9/1/10-9/15/10
Grants - General	09/01/10	\$ 2,050.00	Grants Awarded	Grant Admin. 8/16/10-08/31/10
Parachute Project	09/22/10	\$ 809.14	Grants Awarded	Books for Parachute Program
Parachute Project	09/22/10	\$ 2,700.00	Grants Awarded	Bookstore Charges for Parachute Program
Parachute Project	09/23/10	\$ 459.88	Grants Awarded	Credit Card Charges
The California Wellness Foundation	09/22/10	\$ 1,800.00	Grants Awarded	2010 Gala Table Sponsor
<b>Grants Total:</b>		<b>\$ 9,569.02</b>		
Student Experience Fund	09/22/10	\$ 380.00	Contributions & Donations	Donation for ASACC Conference
<b>Student Experience Fund Total:</b>		<b>\$ 380.00</b>		
<b>GRAND TOTAL:</b>		<b>\$ 47,832.21</b>		

**Victor Valley College District Foundation, Inc.  
Gifts In Kind**

September 2010

Date	Constituent	Fund	Gift Value	Reference
7/21/2010	Louis Stromberg	VVC-Music Dept.	\$16,300.00	Yamaha Bbaby Grand Piano and Silver French H
9/8/2010	Robert Budd	ER-Library	\$464.00	232 Science magazines
<b>Grand Total:</b>			<b>\$16,764.00</b>	

2 Gift(s) listed



VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES  
AGENDA ITEM

BOARD CONSENT  BOARD ACTION  BOARD INFORMATION (no action required)

TOPIC: AFT PART-TIME FACULTY UNITED AGREEMENT

SUBMITTED BY: AFT Part-Time Faculty United

RECOMMENDED BY: Fusako Yokotobi *Fusako Yokotobi*

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

**Description/Background:**

The district and the part time faculty association have met and reached agreement concerning revision on the following articles to their successor contract

- Article 4: Union Rights
- Article 5: Grievance Procedure
- Article 6: Evaluation
- Article 8: Leaves
- Article 9: Workload
- Article 10: Benefits
- Article 11: Working Conditions
- Article 12: Compensation
- Article 13: Faculty Assignments
- Article 14: Intellectual Property
- Article 19: Reopening Negotiations

**Need:** Board approval of the revised articles is necessary for successor contract with AFT Part-Time Faculty United for the period of March 1, 2010 – February 28, 2013.

**Fiscal Impact:** \$4,350 additional annual cost to implement contract

**Recommended Action:** The district requests that the Board of Trustees ratify the revised articles as presented.

**Legal Review:** YES  NOT APPLICABLE

**Reference for Agenda:** YES  NO

## **ARTICLE 4: Union Rights**

- 4.1 A reasonable number of AFT Part-Time Faculty United representatives shall have the right of access to areas in which employees work so long as the representatives do not interfere with the work performance of any employee. AFT Part-Time Faculty United representatives may not have access to classrooms during class time for Union business or may not disrupt the learning and/or work environment.
- 4.2 Six bulletin boards shall be designated for the exclusive use of AFT Part-Time Faculty United at the following locations/buildings: Vocational Education, Gym, Academic Commons, Allied Health, Liberal Arts, and the Advanced Technology Center (ATC). Items posted on this and other campus bulletin boards shall only contain official business of AFT Part-Time Faculty United.
- 4.3 All items to be posted by the Union on other campus bulletin boards shall bear the date of posting and the designation of AFT Part-Time Faculty United and shall be removed by AFT Part-Time Faculty United no later than ten (10) days from the posting date. A copy of any posted materials shall be provided to the superintendent/president on the same day the item is posted.
- 4.4 A mailbox in the mailroom/staffroom, located in the same building as the AFT office, shall be provided for exclusive use of AFT Part-Time Faculty United.
- 4.5 Communications placed by AFT Part-Time Faculty United in institutional mailboxes shall bear the designation of AFT Part-Time Faculty United.
- 4.6 AFT Part-Time Faculty United will pay for its own supplies.
- 4.7 AFT Part-Time Faculty United shall be permitted free office space on the main campus.
- 4.8 AFT Part-Time Faculty United shall be permitted the use of other facilities and equipment subject to District policies and procedures governing their use. AFT Part-Time Faculty United may schedule the occasional use of classrooms and meeting facilities in the same manner as do other campus organizations and college departments, divisions, and committees. For such uses, the Union shall follow the same procedures for scheduling and use of campus facilities as are required of other campus organizations and college departments, divisions, and committees.
- 4.9 Upon request, AFT Part-Time Faculty United shall be provided existing District information and documents that are available to the public. In addition, the District shall provide to AFT Part-Time Faculty United existing documents and data necessary for the purposes of negotiations, administration of this Agreement, processing of grievances, and representation of the members of the Bargaining Unit. Such materials include, but are not limited to, existing financial reports and audits, rosters of all personnel, budget plans and projections, allocation of state and federal funds, and student enrollment data. Union requests for information not contained in existing documents can be submitted in writing. The District need not provide the requested information when to do so would be overly burdensome. If the District agrees to provide the information, AFT Part-Time Faculty United will bear the cost associated with complying with the request. The District shall provide AFT Part-Time Faculty United with an estimated date of completion.

- 4.10 In satisfaction of the requirements of Chapter 10.7 of Division 4 of Title 1 of the Government Code, during the regular semesters, the District shall provide a cumulative total of 475 hours of compensation for the spring and fall 2008 semesters and 500 hours of compensation for the spring and fall 2009 semesters and subsequent semesters to such Unit Members as may be designated by the Union for purposes of meeting and negotiation and the processing of grievances. Such Unit Members shall be compensated at their appropriate hourly rate on the part-time faculty schedule. Such compensation shall be considered as payment for professional ancillary activities and shall not be used for purposes of calculating eligibility for contract or regular status under the “sixty-seven percent law.” (Education Code Sec. 87482.5(c).) Not later than the first day of each semester, AFT Part-Time Faculty United will provide the Office of Human Resources and the Office of Payroll & Benefits with a list of such designated Unit Members and the number of hours of compensation awarded to each pursuant to this section. AFT Part-Time Faculty United shall promptly notify the District should subsequent changes be necessary. If an AFT Part-Time Faculty United designated representative must miss a class due to union business, the representative shall contact the appropriate dean so that every effort can be made to avoid a class cancellation.
- 4.11 By the end of the fifth week of each term, the District shall provide in electronic form to AFT Part-Time Faculty United the names, addresses, telephone numbers, e-mail address, and discipline(s) of all part-time faculty employed that term. Upon AFT Part-Time Faculty United’s request, within two (2) days the Deans shall provide the assignment information for all individuals requested for specified time periods. In addition, at the close of each pay period, the District shall provide AFT Part-Time Faculty United with a list (in electronic form) of all part-time faculty paid during that pay period.
- 4.12 At least once each month, designated representatives of the District and AFT Part-Time Faculty United shall meet on a mutually agreed upon date, place, and time for the purpose of reviewing the administration of this Agreement and for the purpose of resolving any problems that may arise. Representatives of AFT Part-Time Faculty United may submit agenda items for discussion. The agenda will be prepared by the District and mutually agreed upon by both parties.
- 4.13 For those college-wide committees that have full-time union representation, the part-time faculty union shall also have representation.
- 4.14 The District shall post this Agreement on the District Web site and also make it available in PDF format for download from that Web site. The Office of Human Resources shall provide each newly hired part-time faculty member with instructions on how to find the Agreement on the District Web site. A unit member may obtain a printed copy of this Agreement by submitting a written request to the Office of Human Resources.
- 4.15 The District shall provide AFT Part-Time Faculty United with electronic access to current board policies on the District Web site.

## ARTICLE 5: Grievance Procedure

### 5.1 Definitions

- 5.1.1 “Grievant:” a “grievant” is the Union (AFT PTFU), a unit member, or a group of unit members who allege a violation, misinterpretation, or misapplication of one or more specific sections of this Agreement.
- 5.1.2 “Grievance:” a “grievance” is an allegation that there has been a violation, misinterpretation, or misapplication of one or more specific sections of this Agreement.
- 5.1.3 “Working day:” for the purposes of this article, a “working day” is defined as any calendar day that the College’s business offices are open and classes are being held. Working days do not include holidays or weekends.

### 5.2 General Provisions

- 5.2.1 The District and AFT Part-Time Faculty United agree that a reasonable effort will be made by the District and the unit member(s) to resolve the grievance(s) in an informal manner at the lowest possible level.
- 5.2.2 Each party involved in a grievance shall act in a timely manner so that the grievance may be resolved promptly. However, with the written consent of the Union and the District, the time limits for any level may be extended. The right to grieve the incident is forfeited when AFT PTFU fails to adhere to the time limits. If the District fails to respond within the time limits, the grievance will proceed to the next level in the grievance process.
- 5.2.3 The Grievance and Appeal Form appears in Appendix B. The form requires that the grievant must specify the precise section(s) of this Agreement which have been violated, misinterpreted, or misapplied and requires the grievant to specify a requested remedy.
- 5.2.4 The grievance process may not be used to challenge the termination or non-renewal of an assignment unless a violation, misinterpretation, or misapplication of Article 13 is alleged.
- 5.2.5 The grievant shall have the right to be present at the meeting for each level of the grievance procedure. All parties shall make every effort to schedule grievance meetings at mutually convenient times. A grievance meeting shall not be scheduled during the time the grievant is required to be present in class.
- 5.2.6 Grievances of a similar or like nature may be joined as a single grievance upon the written mutual consent of the grievants involved and the District. Should the grievances be consolidated, the final grievance decision shall be binding upon all parties to the consolidated grievance.
- 5.2.7 In adjusting the grievance, the grievant and the District shall have equal access to any documents and District records not otherwise protected from access by law. Access to the personnel file of the grievant by the Union will be permitted only where the Union has the written authorization of the grievant.
- 5.2.8 All grievance documents and/or files shall be maintained in a section of the Human Resources filing system separate from the personnel files. Access to grievance documents shall be limited to District personnel charged with the

processing of grievances, the grievant, and AFT Part-Time Faculty United representatives with written authorization by the grievant.

- 5.2.9 No reprisals of any kind shall be taken by the District or AFT Part-Time Faculty United against any grievant or other participant in the grievance procedure by reason of such participation.
- 5.2.10 Other than AFT Part-Time Faculty United no other person or organization may represent the grievant. However, a bargaining unit member may file a grievance on his/her own behalf and incur any costs. With the exception of arbitration, the grievant shall be allowed to process and attend every step of the grievance procedure.
- 5.2.11 The grievant shall be accompanied by AFT Part-Time Faculty United at all grievance meetings unless representing himself/herself. In situations in which the grievant has chosen to represent him/herself, the District shall not agree to a final resolution of the grievance until AFT Part-Time Faculty United has received a copy of the grievance and the proposed settlement and has been given the opportunity to file a response to the matter within ten (10) working days of that receipt. Such settlements shall not be precedents for other disputes, except by written agreement between the District and the Union.
- 5.2.12 The Manager or Dean shall forward all documentation related to the grievance to the Vice Presidents of Instruction and Human Resources.

### 5.3 Procedures

#### 5.3.1 Informal

5.3.1.1 Within fifteen (15) working days after the alleged acts or omissions giving rise to the complaint or after the grievant should reasonably have known of the alleged act or omission giving rise to the complaint, the grievant shall present the grievance to the grievance officer of AFT PTFU to determine if a grievance against the contract exists. If the complaint is a grievance, the grievant and AFT PTFU have five (5) days to schedule and hold a conference with the manager or dean. The grievance officer will accompany the grievant to the informal conference. If the grievant does not present the alleged grievance within the fifteen (15) working days noted above, the right to grieve the incident is forfeited.

5.3.1.2 The Manager or Dean shall have five (5) working days to respond. If not resolved, the matter will be moved to Level One Grievance.

#### 5.3.2 Level One

5.3.2.1 Formal Level I: within ten (10) working days after Manager or Dean responds, or should have responded, if the grievant is not satisfied, the grievant and the grievance officer will present the grievance in writing to the grievant's immediate Manager or Dean. The grievant shall deliver a copy of the Level One grievance to AFT Part-Time Faculty United. If the grievant does not present the grievance within the ten (10) working days noted above, the right to grieve the incident is forfeited.

5.3.2.2 This grievance statement shall be a clear, concise statement of the alleged violation, misinterpretation, or misapplication of a specific article and section of this Agreement, the circumstances involved, the decision



- rendered at the informal conference, if any, and the specific remedy sought. The grievance shall be submitted on the Grievance Form.
- 5.3.2.3 The immediate Manager or Dean shall communicate his/her decision in writing to the grievant and to AFT Part-Time Faculty United within ten (10) working days after receiving the Level One grievance.
- 5.3.3 Level Two
- 5.3.3.1 In the event the grievant is not satisfied with the decision at Formal Level One, the grievant may, with the grievance officer, within ten (10) working days, appeal the decision in writing in a meeting with the Vice President of Instruction or his/her designee. The grievant shall deliver a copy of the Level Two grievance to AFT Part-Time Faculty United. This appeal shall include a copy of the original grievance, the decisions rendered, and the reasons for the appeal.
- 5.3.3.2 The Vice President of Instruction or designee shall communicate his/her decision in writing to the grievant and AFT Part-Time Faculty United within fifteen (15) working days after receiving the Level Two grievance.
- 5.3.4 Level Three: Mediation
- 5.3.4.1 If the grievant is not satisfied with the decision at Level Two, at the grievant's option, he or she may, with the grievance officer, within ten (10) working days of the receipt of the decision on the grievance from Level Two, submit to AFT Part-Time Faculty United, a written request for mediation of the grievance. Upon notification from AFT PTFU, the Vice President of Human Resources shall, within ten (10) working days after the receipt of the written request, submit to the California State Mediation and Conciliation Services a request for the services of a mediator. AFT Part-Time Faculty United and the District shall jointly agree to the mediator selected.
- 5.3.4.2 If a satisfactory resolution of the grievance is achieved by means of this mediation process, both parties to the grievance shall sign a written statement of the resolution to that effect and thus waive the right to further appeal the grievance.
- 5.3.5 Level Four: Arbitration
- 5.3.5.1 If the grievance was submitted to mediation but the mediation process did not produce a mutually acceptable resolution, within ten (10) working days of the mediation meeting, the grievant may request, in writing, that the Union submit the matter to binding arbitration. Only AFT PTFU may make the decision to move the grievance forward to binding arbitration. The ability to move to binding arbitration is forfeited if the deadline to file is not met.
- 5.3.5.2 If the decision of AFT PTFU is to move the grievance to binding arbitration, then within fifteen (15) working days following receipt of the written request for arbitration, the Union shall notify the District in writing that it is submitting the grievance to binding arbitration.
- 5.3.5.3 AFT Part-Time Faculty United and the District shall attempt to agree upon an arbitrator. If no agreement can be reached, within 15 working days, the Vice President of Human Resources shall request a list of five (5) names

from the California State Mediation and Conciliation Services to provide a roster of five names of persons experienced in hearing grievances in public agencies. Each party shall alternately strike a name until only one name remains. The order of striking shall be determined by lot. The remaining name shall be the arbitrator.

5.3.6 Arbitration Procedure

- 5.3.6.1 The arbitrator shall have no power to alter, amend, change, add to, or subtract from any of the terms of this Agreement, but shall determine only whether or not there has been a violation, misinterpretation, or misapplication of this Agreement. The decision of the arbitrator shall be based solely upon the evidence and arguments presented to him or her by the respective parties in the presence of each other and upon the arguments presented in briefs.
- 5.3.6.2 Either party may, at its own expense, cause the hearing to be recorded by a certified court reporter, and the other party may, at its own expense, receive a certified copy of the record so created, or the parties may bear the expense equally.
- 5.3.6.3 The arbitrator's decision shall be in writing and shall set forth all relevant findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any recommendation that requires the commission of an act prohibited by law or that violates the terms of this agreement. The findings, conclusion, and recommendation of the arbitrator shall be final and binding on both parties.
- 5.3.6.4 The cost of the services of the arbitrator will be borne equally by the District and Union. All other expenses shall be borne by the party incurring them.

## Article 6: Evaluation

- 6.1 To assure the highest quality educational programs and services, Unit Members shall be observed and evaluated.
- 6.2 Definitions
  - 6.2.1 An “evaluatee” is the Unit Member being evaluated.
  - 6.2.2 An “evaluator” shall be the Dean or Manager for the evaluatee. Per Education Code Section 87663(c), the evaluation shall include a peer review process.
  - 6.2.3 A “peer reviewer” may be either a part-time or a full-time faculty member from the part-time faculty member’s discipline or related discipline.
  - 6.2.4 An “Observation” is a continuous period of not less than thirty (30) minutes during which the observer or peer reviewer observes the Unit Member in the performance of his or her duties. The Peer Observation Form will be used during the observation.
  - 6.2.5 For the purpose of this article, a working day is defined as a day that the central administrative offices of the District are open for business and classes are being held.
  - 6.2.6 The Dean prepares a “final evaluation report” that includes the observation report and a summary of student evaluations.
- 6.3 Scheduling and Frequency
  - 6.3.1 A Unit Member shall be evaluated by students during the first regular semester of employment and during the third and fifth semesters of employment.
  - 6.3.2 A Unit Member may be observed any semester that the Unit Member is employed, but not less than once in a six-semester period.
  - 6.3.3 Observations for the purpose of evaluation must be held during any scheduled class or non-teaching assignment. An evaluatee shall be notified by the Dean or Manager five (5) working days in advance of an observation. The notification shall include a copy of a blank observation form (see Appendix B). Observations shall be conducted no earlier than the third (3<sup>rd</sup>) week of classes and no later than the thirteenth (13<sup>th</sup>) week of the semester.
  - 6.3.4 Within five (5) days after discussing the observation with the reviewer, the evaluatee may also have the option of requesting a second observation by a different observer in the event that he or she has serious concerns with the initial

observation.

6.3.5 The District reserves the right to make unannounced visits to the classroom or non-instructional worksite.

#### 6.4 General Evaluation Procedures

6.4.1 Unit Members shall be evaluated according to the criteria established by the District and the Union.

6.4.2 The Unit Member shall also be notified that the evaluator or designee will conduct student evaluations of the Unit Member's performance.

6.4.3 As a peer reviewer, a part-time or full time faculty within the Unit Member's discipline shall perform a classroom library, or counseling observation of student contact activities for at least thirty (30) minutes. If a part-time or full-time faculty member from within the Unit Member's discipline academic field is not available to perform the peer review, the District shall select a peer reviewer from a related discipline.

6.4.4 After all of the evaluation components have been completed, the Dean or Manager shall prepare a final evaluation report that includes the observation report and a summary of student evaluations.

6.4.5 After the final evaluation report has been completed, the Dean or Manager shall meet to discuss with the Unit Member the results of the evaluation.

6.4.6 The final evaluation report shall require the signatures of the evaluatee as well as of the evaluator. The evaluatee's signature shall signify receipt of a copy of the evaluation, not necessarily his or her agreement with its content. The final evaluation report shall be placed in the Unit Member's personnel file.

6.4.7 In the event that the evaluatee disagrees with the final evaluation, he or she may submit, within ten (10) working days after signing the report, a statement of exception to the Office of Human Resources. The statement of exception shall be stapled to the original final evaluation report and become part of the Unit Member's personnel file.

6.4.8 A Unit Member shall be evaluated for any instructional or non-instructional assignment. However, subsequent to the Unit Member's initial evaluation, he or she shall not be evaluated in more than one assignment during any given semester.

## ARTICLE 8: Leaves

### 8.1 Sick Leave

8.1.1 Unit Members will be granted sick leave on a prorated basis as required in the Education Code. Prorated sick leave shall mean, for example, if a Unit Member has a 40% load in a particular semester, the Unit Member shall be credited with 40% sick leave of what a full-time faculty member is granted for one semester. Sick leave for part-time faculty shall be accumulated in hours.

8.1.2 A Unit Member shall notify the Division Dean or designee as soon as possible when illness or injury causes the Unit Member to be absent from his or her assignment. Unless the cause for absence arises unexpectedly within that time, such notice shall occur no less than three (3) hours prior to the scheduled beginning time of the Unit Member's assignment.

8.1.3 If a Unit Member has a faculty assignment for a subsequent term, then sick leave may be carried into that subsequent term.

8.1.4 The total unused sick leave accumulated by the Unit Member shall appear on each payroll warrant.

8.1.5 Any unused portion of this sick leave will be accumulated indefinitely as long as the unit member is a part-time faculty member of the District.

8.1.5.1 At the request of the employee, accumulated sick leave may be transferred to other districts within California according to pertinent regulations. Once transferred, sick leave cannot be transferred back to the District. The District bears no responsibility for sick leave policies and procedures at other institutions.

8.1.6 Deductions from sick leave for any person placed under quarantine shall be made on the same basis as if the Unit Member were ill.

8.1.7 A Statement of Absence will be signed by any Unit Member absent because of illness immediately upon his or her return to work. A return to work released from his/her healthcare provider may also be required.

### 8.2 Personal Necessity Leave

8.2.1 Each semester, at the discretion of the Unit Member, a Unit Member may use accumulated sick leave for personal necessity, which shall be deducted from the Unit Member's accumulated sick leave. The maximum amount of personal necessity leave taken in any one semester is limited to sixty percent (60%) the amount of sick leave the Unit Member could earn in that semester.

8.2.2 Unit Members shall submit notification for personal necessity leave to their immediate supervisor at least two (2) working days prior to the beginning of the leave, except when extenuating circumstances make this impossible.

8.2.3 After returning from Personal Necessity Leave, the Unit Member shall complete and submit a form furnished by the District containing the dates of absence. The Unit Member's signature shall signify that the activity was consistent with the

purpose of this section. Falsification of this document is grounds for disciplinary action.

### 8.3 Bereavement Leave

8.3.1 Unit Members shall be entitled to use sick leave for up to four (4) consecutive calendar days upon the death of a member of his or her immediate family.

8.3.2 For purposes of bereavement leave, immediate family shall be defined as: the mother, father, grandmother, grandfather, or a grandchild of the Unit Member or of the spouse of the Unit Member, and the spouse, son, son-in-law, daughter, daughter-in-law, brother, or sister of the Unit Member, registered domestic partner, or a person who has resided in the household of the Unit Member for two or more years.

### 8.4 Jury Service Leave

8.4.1 Leave shall be granted for the time of attendance required in court and certified by the clerk or other authorized officer of such jury or court. The time of attendance required in court is only that time that occurs when the Unit Member is assigned in-class time.

8.4.2 Payment shall be made for such leave upon receipt of documentation from the court. Payment shall be made only during the term of the member's teaching contract.

8.4.3 Notification for jury service leave shall be made to the dean within ten (10) working days of the receipt of the summons, accompanied by a copy of the jury summons.

### 8.5 Leave to Attend Professional Conferences

8.5.1 With approval of the superintendent/president, or his/her designee, a Unit Member may be authorized to travel to and attend conferences or special meetings in the performance of school duties. Such travel and attendance at conferences will not constitute absence from teaching service.

8.5.2 Upon return from authorized travel, the Unit Member shall submit a written request for travel reimbursement to the administrative supervisor within a period of ten (10) working days, provided that reimbursement for expenses has been authorized.

### 8.6 Catastrophic Leave

This program allows a part-time faculty member to donate accrued sick leave to support a colleague who has exhausted his or her paid leave due to a catastrophic illness.

#### 8.6.1 Definitions

8.6.1.1 Catastrophic illness: A serious illness or injury that is expected to incapacitate the Unit Member for an extended period of time or that

incapacitates a member of the employee's family and is substantiated by a health care provider.

8.6.1.2 Eligible Family Member: An Unit Member's spouse, registered domestic partner, parent, child, sibling, grandparent or grandchild; in-laws and step-relatives in these relationships; registered domestic partner; or any other person in the employee's household for whom there is a personal obligation.

## 8.6.2 Policy

8.6.2.1 Catastrophic Leave Bank – Establishment: A Catastrophic Leave Bank is hereby established and is to be maintained by the District.

8.6.2.2 Eligibility – General: Any part-time faculty member who accrues sick leave may act as a donor or a recipient during the regular term (fall or spring), providing no categorical fund sources are utilized.

8.6.2.3 Eligibility – Recipients: The recipient must be on an approved leave without pay for the period to be covered by the donations which will not exceed the end of the current contract, i.e., fall or spring term for which employed. The recipient must exhaust all paid sick leave before using donations and must request donations in writing on a form approved by the District and the Union and submitted to Human Resources.

8.6.2.4 Approvals: A request for catastrophic leave requires the approval of Human Resources.

8.6.2.5 Making Donations: Providing that part-time faculty members have accrued at least 13 hours of sick leave, they may volunteer to donate sick leave. The donation may be for deposit into the Catastrophic Leave Bank. The donation must be four (4) hours or more, in whole hour increments, and 9 hours of sick leave must be retained in the donor's leave account. The donor may not revoke the donation. Leave donated and not used by the requesting member will be banked for future unit members.

8.6.2.6 Receiving Donations: Sick leave is transferred hour for hour, regardless of differing pay scales. For each pay period, the recipient uses his or her own accruals from the prior pay period, and then the number of donated hours needed to equal his or her pre-leave percent of time. No one person may use more than one-half of the leave available in the Catastrophic Leave Bank.

8.6.2.7 Confidentiality: Information about the nature of the illness may be communicated to potential donors to the extent authorized by the

employee. Information about a donor shall not be disclosed except by the donor.



## ARTICLE 9: Workload

- 9.1 The load of an adjunct faculty member will not exceed 67% of a full-time faculty load without approval from the Chief Instructional Officer. There shall be no arbitrary limit set by policy of the District or any division or department of the college to restrict part-time faculty from achieving a sixty-seven percent (67%) workload.
- 9.2 Ancillary activities shall not be part of the calculation of the Unit Member's workload for purposes of this Article and pursuant to Education Code section 87482.5(c). Ancillary activities shall be duties and responsibilities assumed by a Unit Member that are not required of all Unit Members having similar instruction, counseling, or library assignments. Ancillary activities include, but are not limited to, service as a member of the Academic Senate, hiring committees, evaluation committees, department committees, and shared governance committees of the college. Other examples of ancillary activities are grant-writing, curriculum development, advising student organizations (unless that is an essential function of a particular instructional assignment), and administering the Collective Bargaining Agreement and includes mandatory paid orientation for new unit members or unit members absent for four (4) or more consecutive semesters.
- 9.3 The minimum class size shall be twenty (20) students enrolled as of the official census day. The Chief Instruction Officer may approve lower minimum enrollments. No class shall be cancelled if it meets the minimum enrollment as of the census day unless there are exceptional circumstances (e.g., instructor's catastrophic illness).
- 9.4 Maximum Class Size
- 9.4.1 The maximum class size for "face to face," on-campus classes will be limited by the capacity of the room in which the class is scheduled, except the maximum class size for English composition shall be 30 students.
- 9.4.2 The combined enrollment for multiple "face to face," on-campus sections or courses that are taught simultaneously by the same instructor shall not exceed the maximum specified in Section 9.4.1.
- 9.4.3 It is possible to have an over-enrolled online class that is allowed by the Chief Instructional Officer and agreed to by the faculty member. Over-enrollment will be compensated at the prevailing hourly rate and will not be counted as load. Payment will be according to Table 1 below:

**TABLE I**

<u>Class Size</u>	<u>Percentage of Hourly Rate</u>
38	25%
45	50%
52	75%
60	100%

## **ARTICLE 10: Benefits**

- 10.1 Commencing February 12, 2007, contingent upon ratification by AFT part-time Faculty United and Board approval in February 2007, the District will issue \$20,000 for the spring semester and \$20,000 for the subsequent semesters to AFT Part-Time Faculty United to be distributed for health benefits among its membership. Each semester, distribution to AFT Part-Time Faculty United shall be within ten (10) days of the start of the spring and fall semesters of subsequent years. AFT will provide the District an annual report on how the funds are distributed.

## **ARTICLE 11: Working Conditions**

- 11.1 Safe Working Conditions. Other than the hazards that are customary and usual for their occupation, Unit Members shall not be required to work in unsafe conditions or to perform tasks that endanger their health, safety, or well-being.
  - 11.1.1 Compliance. The District and each Unit Member shall endeavor to maintain facilities according to current requirements imposed by the county, state, and federal laws, including, but not limited to, the county ordinances policed by county safety inspectors through the Central Services Department, the Occupational Safety and Health Act of 1973 (29 U.S.C. 651 et seq.) administered by the OSHA Review Commission and the California Occupational Safety and Health Act (California Labor Code Sections 6300 et seq.) administered by the Division of Industrial Safety.
  - 11.1.2 Reporting. It shall be the duty and responsibility of both the District and the Unit Members to report any condition believed to be a violation of Section 11.1.1 of this Agreement. Unit Members shall report in writing to the vice president for Administrative Services as soon as possible after observance. This section of the Agreement shall not be the basis for discipline of a Unit Member. However, nothing contained in this section shall be construed as limiting the right of the District to discipline a Unit Member for failure to report a safety violation if the duty to report arises under the statutes cited in Section 11.1.1 or the common law of the state of California or the United States of America.
    - 11.1.2.1 The District shall investigate alleged violations of the statutes cited in Section 11.1.1 and take appropriate, reasonable action within the time constraints specified in the statute. Within ten (10) working days of the taking of corrective action, the District shall inform the Unit Member of the action taken.
    - 11.1.2.2 No Unit Member shall suffer any recrimination and/or reprisals as a result of reporting any condition believed to be a violation of Section 11.1.1 of this Agreement.
- 11.2 Participation in Governance
  - 11.2.1 In accordance with Education Code Section 87482.8(d), "Part-time faculty should be considered to be an integral part of their departments and given all the rights normally afforded to full-time faculty in the areas of book selection, participation in department activities, and the use of college resources, including, but not necessarily limited to, telephones, copy machines, supplies, office space, mailboxes, clerical staff, library, and professional development."
  - 11.2.2 Unit Members shall have the right to participate in faculty service beyond their regular assignment. Such service shall include, but not be limited to, course development and grant writing.
- 11.3 Mailboxes. The District shall provide to each Unit Member a campus mailbox.
- 11.4 Part-Time Faculty Work Area. The District shall provide Unit Members a common work area to be shared with all Unit Members. The common area shall include an enclosed

space which provides adequate privacy for confidential conversations between Unit Members and their students. The facility shall be equipped with a telephone, computer, Internet access, copier, and District-supplied software.

11.5 Travel. If a Unit Member has written District approval to use his or her own vehicle for authorized District business, the District shall:

11.5.1 Provide reimbursement at the District's established mileage rate.

11.5.2 Provide Worker's Compensation insurance for that Unit Member per the District's insurance policy coverage.

11.6 Parking. The District shall not charge any Unit Member for parking at any District site or facility.

11.7 Commencement. Participation at commencement shall be voluntary.

## ARTICLE 12: Compensation

12.1 Part-time instructors shall be paid for credit courses as shown in Table A.

**Table A**  
**Credit Pay**  
**Sample 3-Unit Lecture Class**

<b>Implementation Date</b>	<b>Unit of Pay Credit Courses</b>	<b>Hourly Pay</b>	<b>Doctorate</b>
<b>Spring 2010</b>	\$990	\$55	\$100/unit for the academic year*

\* Not to exceed \$3,000

12.2.1 All adjunct faculty are to be paid for credit courses with a stipend for accredited doctorates.

12.2.2 Part-time parity funding will be utilized according to regulatory provisions.

12.2.3 In the event of an unanticipated fiscal crisis, both parties agree to renegotiate in order to maintain the fiscal solvency of the district.

12.2 Part-time instructors shall be paid for non-credit courses as shown in Table B.

**Table B**  
**Non-Credit Pay**

<b>Implementation Date</b>	<b>Hourly Rate</b>
<b>Spring 2009</b>	\$40

12.3 Parity funding for part-time faculty shall be applied according to law.

12.4 It is the responsibility of the faculty member to supply official transcripts prior to the beginning of the semester. Foreign transcripts are to be officially translated by an authorized agency and submitted to Human Resources.

## **ARTICLE 13: Faculty Assignments**

13.1 Section 87482.9 of the Education Code states that reemployment rights shall be a subject of negotiations between the District and the Bargaining Agent.

13.2 The District and AFT Part-Time Faculty United recognize that students benefit when well-qualified, effective faculty members continue to serve as instructors, librarians, and counselors at Victor Valley College. Toward that end, the following procedure is established to encourage and facilitate the retention of successful faculty members. The procedures in Sections 13.3 through 13.5 shall not apply for vacant positions that occur within twenty (20) calendar days preceding the first duty day for that assignment. All rights to assignments under this Article 13 shall be subject to and contingent upon the District's obligations with respect to full-time faculty load.

### **13.3 Eligibility for Priority Assignment**

For each discipline, the Chief Instructional Officer or designee shall establish a Priority List of continuing part-time faculty members. To qualify for reemployment under the provisions of this Article, Unit Members shall meet all of the following requirements:

13.3.1 The Unit Member shall be qualified for the specific assignment in question.

13.3.2 The Unit Member shall have actively taught for Victor Valley Community College District for three (3) years and shall have taught for at least three (3) of the six (6) semesters within the three (3) academic years preceding the semester assignment in question. One of those semesters shall have been at least one of the two (2) semesters immediately preceding the semester assignment in question.

13.3.3 The Unit Member shall have received two (2) consecutive overall evaluations completed either by the manager or a 75% rating by students (with peer evaluations to be steadily instituted in compliance with Article 6) of "Satisfactory" or higher conducted by the Chief Instructional Officer or designee during the preceding three (3) academic years.

13.3.4 To remain on the Priority List, the unit member must comply with the following:

a. The Unit Member shall NOT have received any overall evaluation less than "Satisfactory" subsequent to the otherwise qualifying consecutive evaluations of "Satisfactory."

b. Within the preceding four (4) years, the Unit Member shall NOT, without good and sufficient cause, have failed to complete her or his acceptance agreement as per Section 13.5.

13.3.5 The Chief Human Resource Officer or designee shall send an updated adjunct priority hire list to the Chief Instructional Officer or designee by the end of the winter semester to be implemented the following academic year and at the same time the list shall be forwarded to AFT PTFU.

#### 13.4 Discipline Priority Lists

13.4.1 The Chief Instructional Officer or designee shall establish for each discipline a Priority List of part-time faculty members who meet the requirements in 13.3.1 through 13.3.4 above and have satisfactory or higher consecutive evaluations for the previous three (3) academic years. Each discipline will have a Priority List and individuals may be listed on several Priority Lists. Each year, that Priority List shall be updated no later than thirty (30) days following the close of the spring semester and shall be forwarded to the AFT PTFU.

13.4.2 An individual adjunct faculty member's priority for assignment shall be determined by her/his total accumulated FTEF (full-time equivalency) within a specific discipline. In cases where ties in priority of assignment need to be broken, the second criterion to be applied will be the adjunct faculty member's start date as a continuous adjunct faculty, an adjunct who had no assignment due to circumstances beyond his/her control for 18 months (see section 13.5.2), or an adjunct who received approval by the Chief Instructional Officer to decline all offered assignments for a period of twelve (12) months (see section 13.5.3) at the District. In case a tie for priority of assignment still exists among adjunct faculty after the above two (2) criteria have been applied, the tie shall be broken by lot.

13.4.2.1 When used in this Article, FTEF means Full Time Equivalent Faculty. One FTEF equals 1.00 or 100% per semester and may consist of lecture only, laboratory only, individualized instruction, or combination thereof. The following represents FTEF calculations rounded to the nearest thousandth:

- a. The FTEF for lecture is calculated by dividing the maximum total number of hours of the class for the semester, as defined in the approved course outline, by 270. For example, a course approved for 3 hours per week will have a maximum of 54 hours. The workload is 0.20 or  $54/270 = 0.20$ .
- b. The FTEF for individualized instruction is calculated by dividing the total number of hours of the class for the semester, as defined in the approved course outline, by 324. For example, a course approved for 3 hours per week will have a maximum of 54 hours. The workload is 0.20 or  $54/324 = 0.167$ .
- c. The FTEF for laboratory is calculated by dividing the total number of hours of the class for the semester, as defined in the approved course outline, by 378. For example, a course approved for 3 hours per week will have a maximum of 54 hours. The workload is 0.143 or  $54/378 = 0.143$ .
- d. The following is an example of calculation of workload for combined lecture and laboratory:

CHEM 202 (54 hours lecture, 108 hours lab). The workload is  
 $\text{CHEM 202} = 0.486$  or  $(\text{lec } 54/270 = 0.020) + (\text{lab } 108/378 = 0.286) = 0.486$ .

- e. Non-credit FTEF is calculated by dividing the total number of hours of the class for the semester as defined in the approved course outline by 378.
- f. Non-instructional adjuncts (counselors, librarians, etc.): one FTEF equals 35 hours/week for a primary term semester (16 weeks).

FTEF credit will accumulate for any assignment the adjunct faculty member held at census.

13.4.2.2 Where an adjunct has been or is currently employed by the District in a capacity other than part-time teaching, only the time during which the adjunct was actively teaching part-time shall be counted in determining accumulated FTEF. Full-time teaching units shall not count toward accumulated FTEF for purposes of this article, except an adjunct on a temporary full-time teaching assignment of no more than one year shall have 67% of such full-time teaching load counted in his/her accumulated FTEF.

13.4.3 Once the Priority Lists have been established as provided in 13.4.2 above, those part-time faculty members making such lists shall remain on the lists without having to re-qualify; except that a part-time faculty member may be removed as provided in 13.5.4, 13.5.5, and 13.5.6 below.

13.4.4 Within one week after contract faculty assignments have been made, the Chief Instructional Officer or designee shall provide via email a list of all available assignments to the adjuncts on the priority hire list. The adjuncts shall respond via email or written documentation within six (6) working days, indicating their preference for assignments (up to the legal percentage limit of a full-time load). The CIO or designee shall respond within five (5) working days, confirming the adjuncts' assignments.

13.4.5 Adjuncts course assignments shall proceed in the following order: (a) those on the Priority List, and (b) those on the Priority List in order of their accumulated FTEFs.

### 13.5 Offers of Assignments

13.5.1 In the event the percentage of FTEF assignment of an adjunct faculty member who has qualified for priority of assignment rights must be reduced due to circumstances beyond his/her control (cancellation of a class(es), hiring of contract faculty, etc.), the affected faculty member shall have the right to maintain her/his current percentage of FTEF assignment. If the cancellation is made prior to the start of classes, adjunct faculty who had a reduction in assignment will be contacted by the appropriate manager and advised of the assignments from their approved list which are either available or being held by an adjunct faculty member with less or no priority of assignment status. The affected adjunct faculty member may then select an assignment within her/his approved list of



assignments. The intended result of this selection shall be to displace the faculty member with the least priority of assignment or no priority of assignment. In the event the above reduction must be made after the first day of instruction, the affected adjunct member shall not displace other adjunct faculty members until the subsequent semester. The amount of FTEF the faculty is assigned shall be within the guidelines of the District and the California Education Code.

- 13.5.2 Adjunct faculty who are not given any assignment for circumstances beyond their control (course cancellations, hiring of contract faculty, etc.) will retain their accumulated FTEF for a period of eighteen (18) months. Adjunct faculty shall remain in contact with the appropriate manager during this time period so that they may be called back if conditions warrant.
- 13.5.3 Adjunct faculty who decline all offered assignments will retain their accumulated FTEF for a period of twelve (12) months, provided the reason for the declination of assignments was approved by the Chief Instructional Officer.
- 13.5.4 Adjunct faculty who voluntarily decline all offered assignments within a discipline, without approval of the Chief Instructional Officer, shall lose all priority of assignment rights.
- 13.5.5 Adjunct faculty members who have qualified for priority of assignment rights within a specific discipline may have their assignment terminated at any time as a result of reasons which are delineated in the California Statutes, and District Policies and Procedures. The reason(s) shall be provided in writing. Termination per this Section of the Article shall comply with the provisions of Article 18.
- 13.5.6 Adjunct faculty members who have qualified for priority of assignment rights within a specific discipline and who, after such qualification receive an overall unsatisfactory evaluation, will be removed from the priority hire list and shall be encouraged to improve in the area(s) of unsatisfactory rating. Should a unit member be removed from the list because of overall unsatisfactory evaluations, she/he may be reinstated after she/he has received two consecutive overall evaluations of satisfactory or above.
- 13.5.7 The vice president of Instruction or designee shall retain the right to assign Unit Members not on the Priority List or prospective Unit Members to meet new and/or emerging instructional or programmatic needs for the assignments(s). For the purposes of this section, "new and/or emerging instructional or programmatic needs" shall mean:
  - 13.5.7.1 An assignment or course which has not previously been offered at Victor Valley College and for which no Priority List exists or for which no individuals possess the Chancellor's Office minimum qualifications;
  - 13.5.7.2 An assignment or course for which there are emerging trends or required specialized knowledge in subject matter or methodology, and

no Unit Member on the Priority List possesses the Chancellor's Office minimum qualifications.

13.5.8 Adjunct faculty members who have not qualified for priority of assignment rights within a specific discipline shall have no re-employment rights within that discipline.

### 13.6 Equal Access to Assignments

Unit Members who are qualified for an assignment shall not be denied that assignment based upon their status as a part-time faculty member, subject to the District's obligations with respect to full-time faculty load.

### 13.7 Schedule of Classes

When feasible, the Unit Member's name shall be published in the Schedule of Classes for all of the Unit Member's teaching assignments. If an assignment is made after the Schedule of Classes is published, the Unit Member's name will be added to the Schedule of Classes on the college Website as each periodic update is made.

### 13.8 Eligibility for Full-time Faculty Positions

Unit Members may apply and shall be considered for any new or vacant full-time faculty position in accordance with established District hiring policies and procedures.

13.8.1 A bargaining unit member's application packet for an advertised full-time Academic position will be forwarded to the screening committee provided he or she meets the following requirements:

13.8.1.1 The advertised minimum qualifications for the position.

13.8.1.2 Completion of all the required application procedures.

13.8.2 For each advertised full-time Academic position, the District will provide Part-time Faculty United, upon completion of the hiring process, with the number of applicants meeting the minimum qualifications, the number of bargaining unit members who applied and the number of bargaining unit members interviewed by the Screening Committee, providing members of the part-time faculty identify themselves.

13.8.3 Vacant full-time positions will be posted on the District website. Part-Time Faculty United, will be notified in writing, or by email, of all full-time vacancies within fifteen (15) days of the decision to open a position for hire.

13.8.4 When a position is being filled on an interim basis to allow for full and open recruitment, a Unit Member may be appointed to fill the position on a temporary basis [Title 5, Sec. 53021(b)(1)]. "Where in-house or promotional only recruitment is permitted, the district shall comply with its established hiring procedures and all district employees shall be afforded the opportunity to apply and demonstrate that they are qualified." [Title 5, Sec. 53021(b)(3)].

13.9 A parallel process for Article 13 will exist within Student Services for employing part-time faculty.

## **ARTICLE 14: Intellectual Property**

- 14.1 In the absence of a separate and express written agreement to the contrary between a Unit Member and the District, a Unit Member shall possess and retain exclusive property rights to all things created or developed by the Unit Member that are eligible for protection under copyright law in Title 17 of the United States Code or patent law in Title 35 of the United States Code, providing such things to be copyrighted are created or developed by the Unit Member on the Unit Member's time and using the Unit Member's resources.
- 14.2 All things created or developed by the Unit Member and not falling within the purview of 14.1 above, shall be governed by Board Policy 3710.
- 14.3 Unit members shall receive \$200 per unit for curriculum that is developed and has been approved through the appropriate process, including the curriculum committee. All payments shall be approved by the appropriate area dean.
- 14.4 The maximum amount allotted for AFT Part-Time Faculty United shall not exceed \$10,000 per academic year for curriculum development.

## **ARTICLE 19: Reopening Negotiations**

- 19.1 Each academic year during the period of this Agreement, the parties shall meet and negotiate Article 10 (Benefits) and Article 12 (Compensation). In addition, each party may reopen one (1) articles of its choice during each academic year. By mutual agreement, additional articles may be reopened. During the month of November, AFT Part-Time Faculty United shall present its initial reopener proposals to the District for the following academic year.
  - 19.1.1 In the year preceding the expiration of this agreement, the parties shall sunshine their proposals on or before the first board meeting of July. Negotiations for the master agreement shall open in August.
- 19.2 From time to time during the period of this Agreement, circumstances might arise that were not anticipated by the parties when this Agreement was negotiated. Also, ambiguities in language or unintended consequences of this Agreement might be recognized or discovered.
  - 19.2.1 By mutual consent, the parties may resolve such issues in separate Memoranda of Understanding executed by both parties.
  - 19.2.2 Such Memoranda of Understanding shall be binding upon the parties even if inconsistent with terms of this Agreement that were negotiated and ratified prior to the date of the Memoranda of Understanding.



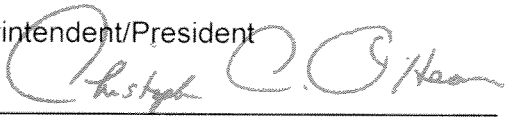
**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES  
AGENDA ITEM**

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

**TOPIC:** Chapter 2 Board Policy – BP2210 - Officers

**SUBMITTED BY:** Joe Range, Trustee

**RECOMMENDED BY:** Christopher O'Hearn, Superintendent/President

**APPROVED BY:** Christopher O'Hearn 

**Description/Background:**

The Board has an official system of rotating officers. The officers include; President, Vice President, and Clerk. The Vice President becomes President, the Clerk becomes Vice President, and the next in line becomes Clerk with the outgoing President moving to the end of the rotation. New Board members will be placed at the end of the rotation. Any Board member can decline to serve as an officer with no explanation necessary, in which case the next in line would be eligible for that seat.

**Need:**

Review of the current Board Policy and comparison of the policy template recommended by CCLC.

**Fiscal Impact:** None

**Recommended Action:**

This is an information item only.

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

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

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT  
BOARD POLICIES

Board Of Trustees

Chapter 2

**Officers**

**2210**

The Board has an official system of rotating officers. The officers include; President, Vice President, and Clerk. The Vice President becomes President, the Clerk becomes Vice President, and the next in line becomes Clerk with the outgoing President moving to the end of the rotation. New Board members will be placed at the end of the rotation. Any Board member can decline to serve as an officer with no explanation necessary, in which case the next in line would be eligible for that seat.

The duties of the President of the Board are:

- Preside over all meetings of the Board
- Call emergency and special meetings of the Board as required by law
- Consult with the Superintendent/President on Board meeting agendas
- Appoint all committees unless otherwise directed by the Board
- Shall have the right, as other members, to offer resolutions, make motions, discuss questions, and vote thereon
- Sign official district documents that require the signature of the office
- Communicate with individual Board members about their responsibilities
- Participate in the orientation process for new Board members
- Assure Board compliance with policies on Board education, self-evaluation, and Superintendent/President's evaluation
- Represent the Board at official events or ensure Board representation.

The duties of the Vice President of the Board are:

- Preside at meetings of the Board in the absence of the President
- Call special meetings of the Board in the absence of the President
- Call special meetings of the Board upon the request of two or more members
- Sign official district documents in the absence of the Clerk

The duties of the Clerk of the Board are:

- Preside at meetings of the Board in the absence of the President and Vice President
- Call special meetings of the Board in the absence of the President or Vice President
- Call special meetings of the Board upon the request of two or more members
- Attest to reports and documents requiring the signature of the Clerk.



## **BP 2210 - Officers**

The Superintendent/President shall act as secretary to the Board. The duties of the secretary to the Board are:

- Attend all Board meetings
- Make physical arrangements
- Record Board decisions

Prepare, check and distribute minutes in advance of the next meeting.

Maintain properly authenticated official copy of the minutes and one additional copy in the files of the district.

Maintain official record of policies of the Board.

Advise the Board of pertinent provisions of the Education Code concerning its responsibilities.

- Prepare for Board meetings

Prepare the agenda.

Call to the Board's attention legal matters.

Draft policy motions for the Board's approval.

- Handle correspondence

Open all non-confidential mail addressed to the Board or its officers.

Manage routine correspondence directly.

Deal with other correspondence as follows:

Draft replies in advance, when possible, for Board consideration.

Write to those persons with whom the Board wishes direct contact, as in requesting or expressing appreciation for services.

- Maintain Board's reference files, and see that all documents required by law are open for public inspection.
- Supervise the Board's publicity.
- Arrange and supervise district elections in accordance with the law.

Reference: Education Code Section 72000

## BP 2210 Officers

Reference:

*Education Code Section 72000*

At the annual organizational meeting, the Board shall elect from among its members a President of the Board.

[ *If the secretary to the board is not the CEO (see below), then the secretary would be added to this sentence as well as other officers that the board chooses to have.*]

The terms of officers shall be for one year.

**Note: Although the following is not legally required it is suggested as good practice.**

The duties of the President of the Board are: [ *Insert duties per local policy. The following are examples only.* ]

- Preside over all meetings of the Board;
- Call emergency and special meetings of the Board as required by law;
- Consult with the [CEO] on board meeting agendas;
- Communicate with individual board members about their responsibilities;
- Participate in the orientation process for new board members;
- Assure Board compliance with policies on board education, self-evaluation and CEO evaluation;
- Represent the Board at official events or ensure board representation.

**Note: The following applies if the CEO is elected as secretary to the board, as is common practice.**

The [CEO] shall serve as Secretary to the Board.

**Note: Although the following is not legally required it is suggested as good practice.**

The duties of the Secretary are: [ *Insert duties per local policy. The following is an example.* ]

- Notify members of the Board of regular, special, emergency and adjourned meetings;
- Prepare and post board meeting agendas;
- Have prepared for adoption minutes of board meetings;
- Attend all board meetings and closed sessions, unless excused, and in such cases to assign a designee;
- Conduct the official correspondence of the Board;

- Certify as legally required all board actions;
- Sign, when authorized by law or by board action, any documents that would otherwise require the signature of the Secretary or the Clerk of the Board.

***Note: If the board elects other officers, their duties may be noted.***

**Note: The following language is legally advised if the board practice is to follow an informal rotation of the board presidency among its members, which if formalized, may be inconsistent with the requirement of Education Code Section 72000(c)(2) that the president be elected from the board's members, suggesting that all members of the board are to be considered eligible to be elected president every year.**

The Board does not have an official system of rotation of officers; it elects the officers each year from among all its members.

