



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

Date: February 11, 2014

Place: **Workshop:** 4-5p.m., Staff Lounge, Victor Valley Community College 18422 Bear Valley Road, Victorville, CA 92395

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

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

OPEN SESSION REGULAR MEETING AGENDA ~ Board Room

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

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

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

WORKSHOP (Staff Lounge)

1. **2013 STUDENT SUCCESS SCORECARD (Staff Lounge)** 4-5 p.m.

CLOSED SESSION ~ West Wing Conference Room

2. **CLOSED SESSION** 5-6 p.m.
 - 2.1 **ANNOUNCEMENT OF CLOSED SESSION ITEMS:**
 - a) **CONFERENCE WITH LABOR NEGOTIATIONS –**
Government Code Section 54957.6
District Representative: Randy Erickson
Employee Organization: CSEA, CTA, AFT Part-Time Faculty United
 - b) **CONFERENCE WITH LEGAL COUNSEL—Anticipated Litigation—Government Code section 54956.9(b)—Claimant: Sterling Rovyrt**

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

2.2 PUBLIC COMMENTS RELATED TO CLOSED SESSION ITEMS

PUBLIC COMMENTS RELATED TO CLOSED SESSION ITEMS
At this time, the Board of Trustees will listen to communication from the public on Closed Session items pertaining to college business. Each speaker is limited to one presentation per meeting on non 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. State law prohibits the Board from addressing any issues not included on the agenda. (Board Policy #2350)

2.3 ADJOURN TO CLOSED SESSION

OPEN SESSION REGULAR MEETING AGENDA ~ Board Room

3. OPEN SESSION REGULAR MEETING

6 p.m.

3.1 Closed Session Report

3.2 PUBLIC COMMENTS RELATED TO CONSENT AGENDA ITEMS

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

4. SUPERINTENDENT/PRESIDENT'S REPORT

- Academic Senate
- Foundation

5. CONSENT AGENDA

Approval of consent items.

YES___ NO___

5.1 Authorized Signatory – Trinda Best

Approval to ratify the signature authority of Trinda Best to represent the board in the named matters for fiscal year 2013-2014 per Education Code 72282. Fiscal Impact: None

5.2 Board of Trustees Payments Report

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

5.3 Agreement – Bill Studt

Ratification of the agreement between Victor Valley Community College District and consultant Bill Studt to provide training presentations to management. The period of this agreement is through June 30, 2014, as needed. Fiscal Impact: \$750 per session, not to exceed \$3,750.00, Expenditure.

5.4 Academic Equivalency – John Cromshow – Journalism

Approval of the academic equivalency for John Cromshow, Journalism. Fiscal Impact: None

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

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

ACTION AGENDA

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

6. BOARD OF TRUSTEES

- 6.1 Separate approval of items pulled from consent agenda YES___ NO___
- 6.2 Discuss and Possible Action re: Process for selection of Superintendent/President, Discussion with PPL
Discuss and possible action for process for selection of Superintendent/President. Fiscal Impact: None YES___ NO___

- 6.3 Selection of three (3) Community Members to serve on the Superintendent/President Search Committee/Discussion with PPL YES___ NO___
Select three (3) community members to serve on the Victor Valley College Superintendent/President Search Committee. Fiscal Impact: None
- 6.4 ACCJC Mid-Term Self Study Report YES___ NO___
Review the requirements of recommendation 8 and provide information to the Accreditation Steering Committee so that the committee can complete the mid-term self-study report which is due on March 15, 2014. Fiscal Impact: None
- 9. STUDENT SERVICES**
- 9.1 2013 Student Success Scorecard YES___ NO___
Review and discuss the Student Success Scorecard for 2013. The report's objectives are to make policy makers, local college officials, and elected boards aware of system and college performance in six specific areas of achievement and to inform the public about overall system performance. Fiscal Impact: None
- 9.2 Student Fees – Nursing Program YES___ NO___
Approval of the fees for a Comprehensive Assessment and Review Package (CARP) from Assessment Technologies Inc. associated with the Nursing Program. Fiscal Impact: None
- 10. ADMINISTRATIVE SERVICES**
- 10.1 Agreement – Vector Resources YES___ NO___
Approval of the agreement between Victor Valley Community College District and Vector Resources, Inc. to purchase audio visual equipment and professional services to install and update multiple classrooms on the main campus to bring standards up to date. Buildings include: Allied Health (bldg. 32), Library (bldg. 41), and Portables 66A & B. (Item #1-19, on the Campus Technology Project list). Fiscal Impact: \$108,314.86, Fund 71.
- 10.2 Change Order – Webb Brothers Construction YES___ NO___
Ratification of the change orders Nos. 1-17 between Victor Valley Community College District and Webb Brothers Construction. During the course of construction various changes may be made which can both increase or decrease the cost of the project. This additional work is necessary to complete the Music Modernization project. Fiscal Impact: \$40,712.70, Bond Funded.

10.3 Public Hearing and Approve an Agreement with Compass Energy Solutions YES___ NO___

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

- a) The Board president hereby declares the hearing open to accept comments regarding the initial proposals
- b) The public may now comment on the energy efficiency projects on the main campus
- c) The Board president hereby declares the hearing closed

11. HUMAN RESOURCES

11.1 Academic Second-Year Contract Recommendation

YES___ NO___

Approval to enter into a contract with second-year academic employees Nichole Dubal (Mathematics) and Anthony Bonato (Construction Technology) for the following two academic years, 2014-2016. Fiscal Impact: Budgeted Item.

11.2 Renewal of Administrator Contract

YES___ NO___

Approval to renew the Director, EOPS/CARE contract for 1 year based on satisfactory evaluations for the period commencing July 1, 2014 and ending on June 30, 2015. Fiscal Impact: Budgeted Item.

12. DISCUSSION/INFORMATION

12.1 Quarterly Financial Reports

Submitted as an informational item.

13. REPORTS (3 minute limit per report)

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

13.1 Employee Groups

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

14. PUBLIC COMMENTS RELATED TO NON-AGENDA ITEMS

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

15. BOARD COMMUNICATION

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

16. ADJOURNMENT

YES___ NO___

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

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

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

TOPIC: AUTHORIZED SIGNATORY

SUBMITTED BY: Karen Hardy, Director, Fiscal Services

RECOMMENDED BY: G.H. Javaheripour

APPROVED BY: Peter Allan

Description/Background:

For the 2013-2014 fiscal year Trinda Best should be acknowledged as an authorized representative of the Board of Trustees to execute:

Certificated and Classified Contracts
Workers Compensation

Contracts and Agreements
Claims

Notices of Employment

Need:

In order to conduct college business, it is necessary to have authorized signatories of the District to sign various documents.

Fiscal Impact: N/A

Recommended Action:

This item has been approved by the Interim Superintendent/President and it is recommended that the Board of Trustees ratify the signature of Trinda Best to represent the Board in the above-named matters for fiscal year 2013-2014 per Education Code 72282.

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: BOARD OF TRUSTEES PAYMENTS REPORTS

SUBMITTED BY: Renee Reyes, Fiscal Services

RECOMMENDED BY: G.H. Javaheripour

APPROVED BY: Peter Allan

Description/Background:

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

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

Need: N/A

Fiscal Impact: None

Recommended Action:

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

Legal Review: YES NOT APPLICABLE X

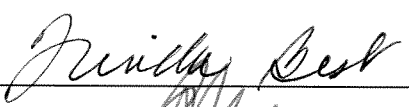
Reference for Agenda: YES NO X

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

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

TOPIC: AGREEMENT— Bill Studt

SUBMITTED BY: Trinda Best

RECOMMENDED BY: Trinda Best 

APPROVED BY: Peter Allan 

Description/Background:

The district wishes to enter into an agreement with Bill Studt to provide training presentations to management. Consultant is specially trained, experienced and competent to perform the special services required

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

Need:

It is necessary to provide management training.

Fiscal Impact:

Expenditure: \$750 per session, not to exceed \$3,750

Recommended Action:

It is recommended that the Board of Trustees ratify the agreement for consultant services by Bill Studt, through June 30, 2014, as needed.

Legal Review: YES ☐ NOT APPLICABLE ☒

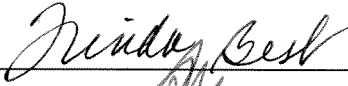
Reference for Agenda: YES ☐ NO ☒

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

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

TOPIC: APPROVAL OF ACADEMIC EQUIVALENCY REQUEST

SUBMITTED BY: Equivalency Committee—Debra Blanchard, Chairperson

RECOMMENDED BY: Trinda Best 

APPROVED BY: Peter Allan 

Description/Background:

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

John Cromshow
Journalism

EQUIVALENCY

Meets the requirements under work experience, Victor Valley equivalency policy. A minimum of fifteen years of work experience in the field is required.

Need:

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

Fiscal Impact:

None

Recommended Action:

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

Legal Review: YES NOT APPLICABLE X

Reference for Agenda: YES NO X

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

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

TOPIC: AGREEMENT – ALLDATA

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

RECOMMENDED BY: Peter Maphumulo

APPROVED BY: Peter W. Allan

Description/Background:

The District wishes to ratify an agreement between Victor Valley Community College District and Alldata which will provide the Automotive Department with an on-line subscription access to repair information. The period of this agreement is November 15, 2013 through November 14, 2014.

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

Need:

To provide students enrolled in the Automotive Department with access to online repair information needed for lab classes.

Fiscal Impact:

Budgeted. Not to exceed \$1,053.00

Recommended Action:

It is recommended by the Superintendent/President that the Board of Trustees ratify an agreement between Victor Valley Community College District and Alldata which will provide the Automotive Department with an on-line subscription access to repair information. The period of this agreement is November 15, 2013 through November 14, 2014.

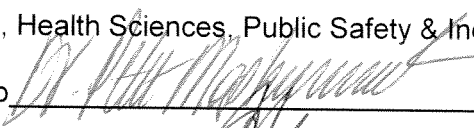
Legal Review: YES ____ NOT APPLICABLE X ____

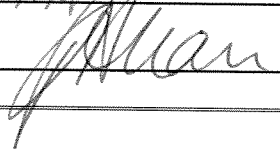
Reference for Agenda: YES ____ NO X ____

**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM****BOARD CONSENT X BOARD ACTION ____ BOARD INFORMATION (no action required) ____**

TOPIC: AGREEMENT – DESERT AMBULANCE SERVICE, INC.

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

RECOMMENDED BY: Peter Maphumulo 

APPROVED BY: Peter W. Allan 

Description/Background:

The District wishes to ratify an agreement between Victor Valley Community College District and the Desert Ambulance Service, Inc., providing clinical facilities for Emergency Medical Technician and Emergency Medical Technician-Paramedic students. The term of this agreement is dated January 1, 2014, commencing with the Spring 2014 semester, and shall remain in effect unless terminated by either party upon thirty (30) days written notice to the other Party, provided however that no termination shall be effective until the end of the District term that is in session at that time.

Need:

To provide clinical facilities for Emergency Medical Technician and Emergency Medical Technician-Paramedic students.

Fiscal Impact:

None.

Recommended Action:

It is recommended by the Superintendent/President that the Board of Trustees ratify an agreement between Victor Valley Community College District and Desert Ambulance Service, Inc., providing clinical facilities for Emergency Medical Technician and Emergency Medical Technician-Paramedic students. The term of this agreement is dated January 1, 2014, commencing with the Spring 2014 semester, and shall remain in effect unless terminated by either party upon thirty (30) days written notice to the other Party, provided however that no termination shall be effective until the end of the District term that is in session at that time.

Legal Review: YES X NOT APPLICABLE ____**Reference for Agenda:** YES ____ NO X

**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM****BOARD CONSENT ☒ BOARD ACTION ☐ BOARD INFORMATION (no action required) ☐****TOPIC:** AGREEMENT - FERRILLI INFORMATION GROUP (FIG)**SUBMITTED BY:** Arthur Lopez, Dean, Student Services**RECOMMENDED BY:** Peter Maphumulo**APPROVED BY:** Peter W. Allan**Description/Background:**

The District wishes to ratify an agreement with Ferrilli Information Group (FIG) for the 2014-2015 annual setup of the Financial Aid Department's modules on Colleague, the District's comprehensive computer system. The period of this contract is February 24, 2014 through February 28, 2014.

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

Need:

Federal requirement to pay financial aid awards.

Fiscal Impact:

\$14,800 – plus reasonable travel expenses – BFAP Funded

Recommended Action:

It is recommended by the Superintendent/President that the Board of Trustees ratify the agreement between Victor Valley Community College District and Ferrilli Information Group for the 2014-2015 annual setup of the Financial Aid Department's modules on Colleague, the District's comprehensive computer system. The period of this contract is from February 24, 2014 through February 28, 2014.

Legal Review: YES ☒ NOT APPLICABLE ☐**Reference for Agenda:** YES ☐ NO ☒

**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM****BOARD CONSENT** ☒ **BOARD ACTION** ☐ **BOARD INFORMATION (no action required)** ☐**TOPIC:** OUT OF STATE TRAVEL – STUDENT TRAVEL**SUBMITTED BY:** Robert Sewell, Auxiliary Services**RECOMMENDED BY:** Peter W. Maphumulo**APPROVED BY:** Peter W. Allan**Description/Background:**

The District is requesting approval to allow the Associated Student Body representatives to travel to Washington, D.C. to attend the American Student Association of Community Colleges (A.S.A.C.C) from March 13, 2014 through March 18, 2014. Students participating in the field trip are enrolled at Victor Valley Community College. Students will be accompanied by ASB Advisor, Robert Sewell and PTK Advisor, Deanna Murphy.

Students:

Charity Lindsey
I'Tavia Peters
Kanikka Wofford
Amanda Monroy

Lama Salama
Jessica Leseman
Kimberly Antekeier
Amber Gomez

Ha-Rry Kim
Timothy Tyler
Olivia Warren
Christelle Rocha

Need:

This conference is designed to provide general sessions, keynote speakers, workshops and forums to educate the student participants on the major issues that are critical to community college students

Fiscal Impact:

None to the District. Associated Student Body funds not to exceed \$15,000.00

Recommended Action:

It is recommended by the Superintendent/President that the Board of Trustees approve the Associated Student Body representatives to travel to Washington, D.C. to attend the American Student Association of Community Colleges (A.S.A.C.C) from March 13, 2014 through March 18, 2014. Students participating in the field trip are enrolled at Victor Valley Community College. Students will be accompanied by ASB Advisor, Robert Sewell and PTK Advisor, Deanna Murphy.

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: CONTRACT: EXEL SUPPLY CHAIN

SUBMITTED BY: James Johnson, Contract & Community Education Manager

RECOMMENDED BY: Peter Maphumulo

APPROVED BY: Peter W. Allan

Description/Background:

The officials of Exel Supply Chain approached the Contract Education Department requesting delivery of a time management seminar under contract to a cohort of Exel students.

Need:

This agreement represents an opportunity for VVC to offer workshop classes to local businesses while generating revenue for the college while yielding strong business relationships in the community. This contract has the opportunity to create future revenue growth through additional training and seminars.

Fiscal Impact:

Potential revenue to the District: \$749

Recommended Action:

It is recommended by the Superintendent/President that the Board of Trustees ratify the contract between Victor Valley Community College District and Exel Supply Chain to conduct a time management seminar to a cohort of Exel students.

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 – CARL'S JR.

SUBMITTED BY: Art Lopez, Dean, Student Services

RECOMMENDED BY: Peter Maphumulo

APPROVED BY: Peter W. Allan

Description/Background:

The District desires to ratify an agreement between Victor Valley Community College District and Carl's Jr. to provide catering services. The period for this agreement is March 20, 2014.

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

Need:

To provide catering services for a Financial Aid Awareness Outreach Event. The event will be held at Victor Valley Community College.

Fiscal Impact:

Budgeted – Not to exceed \$2,916.00 – BFAP funded

Recommended Action:

It is recommended by the Superintendent/President that the Board of Trustees ratify an agreement between Victor Valley Community College District and Carl's Jr. to provide catering services. The period for this agreement is March 20, 2014.

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 – HITT PLUMBING COMPANY, INC.

SUBMITTED BY: Steve Garcia, Facilities Construction

RECOMMENDED BY: G.H. Javaheripour

APPROVED BY: Peter Allan

Description/Background:

The District wishes to enter into an agreement with Hitt Plumbing Company, Inc. for emergency repair of the hydronic hot water piping at Allied Health building 32.

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

Need:

The hydronic piping from the Central Plant to the Allied Health building developed a major leak. It was necessary to have the system repaired as quickly as possible to provide heat to Allied Health building 30.

Fiscal Impact:

\$4,554.00 – Fund 71

Recommended Action:

This item has been approved by the Interim Superintendent/President, and it is recommended that the Board of Trustees ratify payment for the repair of the leak near the Allied Health building 30 in the amount of \$4,554.00.

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 – FRICK, FRICK & JETTE ARCHITECTS, INC.

SUBMITTED BY: Steve Garcia, Facilities Construction

RECOMMENDED BY: G.H. Javaheripour

APPROVED BY: Peter Allan

Description/Background:

The District wishes to enter into an agreement with Frick, Frick & Jette Architects, Inc. to research and provide a landscape design consistent with phase one of the Landscape Sustainability Project which was completed in 2011. The following areas of the Main Campus will be part of phase two: The slope around Art Building 22, the southwest edge of the lake adjacent to Technology Building 21, and the areas between Art Building 22 and Liberal Arts Building 30.

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

Need:

This second phase of the Landscape Sustainability project will provide savings in maintenance costs as well as provide a better learning environment for students.

Fiscal Impact:

\$6,800.00 – Fund 71

Recommended Action:

This item has been approved by the Interim Superintendent/President, and it is recommended that the Board of Trustees ratify the agreement with Frick, Frick & Jette Architects, Inc. in an amount not to exceed \$6,800.00.

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 – TRYLON, INC.

SUBMITTED BY: Steve Garcia, Facilities Construction

RECOMMENDED BY: G.H. Javaheripour

APPROVED BY: Peter Allan

Description/Background:

The District wishes to enter into an agreement with Tylon, Inc. to provide and install a replacement contactor/relay in inverter #3 located at the Main Campus 1 MW Solar Facility.

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

Need:

The main contactor/relay in inverter #3 located at the 1 MW Solar Facility has become faulty and inoperable. 1/3 of the output of the entire facility is produced through inverter #3 and must be replaced.

Fiscal Impact:

\$13,081.64 – Fund 71

Recommended Action:

This item has been approved by the Interim Superintendent/President, and it is recommended that the Board of Trustees ratify the agreement with Tylon, Inc. in the amount of \$13,081.64.

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 – BEAR VALLEY FABRICATORS & STEEL SUPPLY, INC.

SUBMITTED BY: Steve Garcia, Facilities Construction

RECOMMENDED BY: G.H. Javaheripour 

APPROVED BY: Peter Allan 

Description/Background:

The District wishes to enter into an agreement with Bear Valley Fabricators & Steel Supply, Inc. to perform cutting and welding services necessary to complete close out documentation required by the Division of the State Architects office.

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

Need:

Steel cutting, testing, & welding are required by the Division of the State Architects office for proper documentation enabling project closeout with certification.

Fiscal Impact:

\$436.16 – Fund 71

Recommended Action:

This item has been approved by the Interim Superintendent/President, and it is recommended that the Board of Trustees ratify payment for the investigation into the leak near Allied Health in the amount of \$436.16.

Legal Review: YES ____ NOT APPLICABLE X

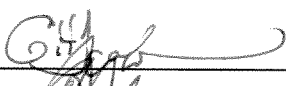
Reference for Agenda: YES ____ NO X

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

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

TOPIC: MEMORANDUM OF UNDERSTANDING

SUBMITTED BY: Steve Garcia, Facilities Construction

RECOMMENDED BY: G.H. Javaheripour 

APPROVED BY: Peter Allan 

Description/Background:

The District wishes to enter into a Memorandum of Understanding with the Town of Apple Valley to construct a Class I Bike Path on the north side of Bear Valley Road and onto District property.

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

Need:

The construction of a new Class I Bike Path will provide pedestrian and cyclist travelers access along the north side of Bear Valley Road from the Mojave River Bridge at the easterly property of Victor Valley Community College to the upper campus, connecting at Jacaranda Street. This work includes the addition of retaining walls in various areas along the path. This project will provide safer access for pedestrian and cyclist travels, resolving the connectivity issue between Apple Valley and Victor Valley College, as well as potentially increasing public interest in active transportation and further showing that the College is a region leader in the sustainable community movement.

Fiscal Impact:

No Fiscal Impact

Recommended Action:

It is recommended that the Board of Trustees approve the Memorandum of Understanding with the Town of Apple Valley pertaining to the Bear Valley Road Class I Bike Path as submitted.

Legal Review: YES ____ NOT APPLICABLE X

Reference for Agenda: YES ____ NO X

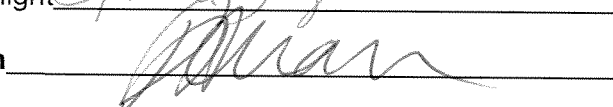
**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM**

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

TOPIC: MAINTENANCE AGREEMENT BETWEEN PHOENIX GROUP AND
VICTOR VALLEY COLLEGE CAMPUS POLICE

SUBMITTED BY: Leonard Knight, Chief of Police

RECOMMENDED BY: Leonard Knight 

APPROVED BY: Peter Allen 

Description/Background:

It is necessary for the Campus Police Department to have a maintenance agreement for the handheld computerized ticket writing equipment. The agreement covers both the handheld equipment and the desktop support software.

Need:

Agreement between VVCCPD and Phoenix Group needs to be signed to maintain equipment.

Fiscal Impact:

\$1,480.00 Annually. Budgeted

Recommended Action:

It is recommended that the Board of Trustees approve the Agreement between Phoenix Group Information Systems and Victor Valley College Campus Police Department for maintenance of equipment from February 12, 2014 to February 12, 2015.

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: Direct Staff to develop an RFP (RFQ) for the provision of legal services to the Victor Valley College District.

SUBMITTED BY: Dennis Henderson-President of the Board of Trustees

RECOMMENDED BY: Peter W. Allan 

APPROVED BY: Peter W. Allan 

Description/Background:

The Victor Valley College District is required to maintain competent legal counsel to represent the District in legal matters and provide legal advice to the Board of Trustees and to College Staff as necessary.

Need:

The Board of Trustees is interested in obtaining proposals from qualified law firms to represent the District.

Fiscal Impact:

Uncertain, depends on the amount of legal assistance required by the Trustees and the District.

Recommended Action:

Direct the Superintendent/President to engage a firm to develop an RFP(RFQ) for the purpose of engaging a law firm to represent the Board of Trustees and the District.

Legal Review: YES NOT APPLICABLE X

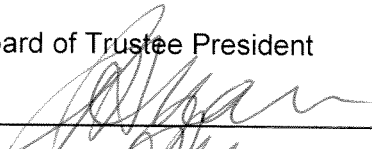
Reference for Agenda: YES NO X

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

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

TOPIC: Discuss and Possible Action re: Process for selection of Superintendent/President, Discussion with PPL

SUBMITTED BY: Dennis Henderson, Board of Trustee President

RECOMMENDED BY: Peter Allan 

APPROVED BY: Peter Allan 

Description/Background:

On January 14th the Board of Trustees agreed to a selection committee consisting of Faculty, Staff, Students, Foundation Members, and Community members. On February 3, 2014, a special meeting was held where the Board tabled the selection of 3 community members. At the February 3, 2014, special meeting, a majority of the Board expressed interest in discussing the process for selecting the Superintendent/President at the February 11, 2014, regular Board meeting.

Need:

The College needs to hire a permanent President/Superintendent to commence on July 1st, 2014.

Fiscal Impact: None

Recommended Action:

Discussion and possible action by the Board of Trustees on the process for selecting the Superintendent/President.

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

TOPIC: Selection of three (3) Community Members to serve on the Superintendent/President Search Committee/Discussion with PPL.

SUBMITTED BY: Dennis Henderson, Board of Trustee President

RECOMMENDED BY: Peter Allan 

APPROVED BY: Peter Allan 

Description/Background:

On January 14th the Board of Trustees agreed to a selection committee consisting of Faculty, Staff, Students, Foundation Members, and Community members. Interest letters were due in the Office of Director of Human Resources by January 30th, 2014. Eleven (11) interest letters were received.

Need:

The College needs to hire a permanent President/Superintendent to commence on July 1st, 2014.

Fiscal Impact: None

Recommended Action:

It is recommended by the Board President that the Board of Trustees select three (3) community members to serve on the Victor Valley Community College Superintendent/President Search Committee.

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** X **BOARD INFORMATION (no action required)** ___**TOPIC:** ACCJC Mid-Term Self Study Report**SUBMITTED BY:** Peter W. Allan _____**RECOMMENDED BY:** Peter W. Allan _____**APPROVED BY:** Peter W. Allan _____**Description/Background:**

The ACCJC requires that every accredited institution complete a mid-term self-study report. Victor Valley College's Mid-Term report is due on March 15th, 2014. A team of faculty and staff has been appointed to be the accreditation steering committee. They are working hard to develop the text for the report and to ensure that there is evidence for each report item. The Board of Trustees needs to review the requirements of recommendation 8 to ensure that the Commission received the correct information about Board activities.

Need: The Board of Trustees needs to review the requirements of recommendation 8 and provide information to the accreditation steering committee so that the committee can complete the mid-term self-study report.

Fiscal Impact:

None

Recommended Action:

Review any responses received from Board members prior to the meeting, and discuss and respond to any unanswered issues.

Legal Review: YES___ NOT APPLICABLE X___**Reference for Agenda:** YES X___ NO___

From the 2011 ACCJC Report on Recommendation 8 for Victor Valley College

8. In order to meet the Standards, members of the Board of Trustees must limit their role in governing the College to those responsibilities established in Board Policy, including delegating power and authority to the Superintendent/President to lead the district and to make administrative decisions regarding the effective implementation of Board Policies without Board interference. Trustees must avoid micromanaging institutional operations including their participation on campus committees and governance groups. Additionally, the Board must establish and follow a specific, regular time interval for evaluating its performance. (IV.B, IV.B1, IV.B.1a-e, IV.B.1.g, IV.B.1j, IV.B.2, IV.B.2.a-e)

Institutional Response to Recommendations

Description of Institutional Response

In the 2011 ACCJC Team Report, there were several deficiencies identified in relation to the College Board of Trustees. These deficiencies involved “misunderstanding as to what the appropriate role of a Trustee is” (p.50); “the Board has not established provisions for orientation and professional development of Board members” (p.52); “Board self-evaluation has not occurred regularly” (p.52); “several instances in which Board members’ activities on campus venture beyond their established roles as policy makers, monitors of educational quality, and financial decision-makers” (p.52); and, “members of the institution are unfamiliar with the appropriate roles and functions of the Board of Trustees” (p.53).

The ACCJC Team Report recommended specific actions by the College to address these deficiencies, including “the College should establish a policy for orienting new Board members and for providing regular updates” (p.51); and “The Board needs to make concerted efforts to follow its own policies” (p.53-4).

In order to demonstrate how ACCJC Recommendation 8 has been completely resolved, please provide specific and clear responses as to how you as a VVC Board Member have contributed to resolving the deficiencies noted above, based on the Standards listed below.

Standard IV.B: In addition to the leadership of individuals and constituencies, institutions recognize the designated responsibilities of the governing board for setting policies and of the chief administrator for the effective operation of the institution. Multi-college districts/systems clearly define the organizational roles of the district/system and the colleges.

Response:

Standard IV.B1: The institution has a governing board that is responsible for establishing policies to assure the quality, integrity, and effectiveness of the student learning programs and services and the financial stability of the institution. The governing board adheres to a clearly defined policy for selecting and evaluating the chief administrator for the college or the district/system.

Response:

Standard IV.B.1a-e:

- a. The governing board is an independent policy-making body that reflects the public interest in board activities and decisions. Once the board reaches a decision, it acts as a whole. It advocates for and defends the institution and protects it from undue influence or pressure.*

Response:

- b. The governing board establishes policies consistent with the mission statement to ensure the quality, integrity, and improvement of student*

learning programs and services and the resources necessary to support them.

Response:

- c. *The governing board has ultimate responsibility for educational quality, legal matters, and financial integrity.*

Response:

- d. *The institution or the governing board publishes the board bylaws and policies specifying the board's size, duties, responsibilities, structure, and operating procedures.*

Response:

- e. *The governing board acts in a manner consistent with its policies and bylaws. The board regularly evaluates its policies and revises them as necessary.*

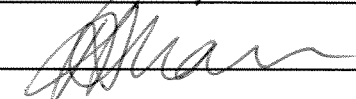
Response:

Standard IV.B.1.g: The governing board's self evaluation[sic] processes for assessing board performance are clearly defined, implemented, and published in its policies and bylaws.

Response:

Standard IV.B.1.j: The governing board has the responsibility for selecting and evaluating the district/system chief administrator (most often known as the chancellor) in a multi-college district/system or the college chief administrator (most often known as the president) in the case of a single college. The governing board delegates full responsibility and authority to him/her to implement and administer board policies without board interference and holds him/her accountable for the operation of the district/system or college, respectively.

Response:

**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM****BOARD CONSENT** ___ **BOARD ACTION** X **BOARD INFORMATION (no action required)** ___**TOPIC:** 2013 STUDENT SUCCESS SCORECARD**SUBMITTED BY:** Virginia Moran, Institutional Effectiveness**RECOMMENDED BY:** Peter Maphumulo**APPROVED BY:** Peter Allan**Description/Background:**

The Student Success Scorecard for Community Colleges is a set of performance indicators required by the Legislature. The California Community College's System Office produces this report (formerly known as the Accountability Report for Community Colleges or ARCC), each year and disseminates it so that each college will use the information to improve. The System Office will also make the report available to state government policymakers and the public at large. The report's objectives are to make policymakers, local college officials, and elected boards aware of system and college performance in six specific areas of achievement and to inform the public about overall system performance.

Per the Education Code, Section 84754.5(d):

"As a condition of receiving specified funds in the annual Budget Act, each community college district board of trustees shall annually review and adopt its contribution to the segment wide annual report as part of a regularly scheduled and noticed public meeting at which public comment shall be invited."

Need:

State Mandate

Fiscal Impact: N/A**Recommended Action:**

It is recommended that the Board of Trustees review and discuss the Student Success Scorecard for 2013, adopt its contribution to the segment wide annual report and invite public comments.

Legal Review: YES ___ NOT APPLICABLE X ___**Reference for Agenda:** YES X NO ___



2013 Victor Valley Community College Student Success Scorecard

Victor Valley Community College, established in 1961, is located 90 miles north of Los Angeles in the High Desert of Southern California. A wide transformation is taking place at the college due to the passage of local bond Measure JJ. The bond has been used to eliminate past debt, upgrade the college's main campus infrastructure, add new facilities and improve old ones, and construct an off-campus site known as the Regional Public Safety Training Center, used to train future firefighters, paramedics, police and correctional officers. The college continues to look for innovative ways to use renewable energy, including the construction of a one-megawatt solar power generating plant, and plans for two solar-powered parking structures in the near future. For 50 years, thousands of High Desert residents have made the journey to Victor Valley College and gone on to become contributing members of society. From their ranks are civic leaders, business people, service industry personnel, medical providers, first responders, and people of all walks of life who are contributors to the health and welfare of our community.

Student Information (2011-12)

Students		17,184	
GENDER		RACE/ETHNICITY	
Female	56.0%	African American	14.5%
Male	42.7%	American Indian/Alaskan Native	0.5%
Unknown Gender	1.3%	Asian	1.7%
AGE		Filipino	1.0%
Under 20 years old	27.7%	Hispanic	39.7%
20 to 24 years old	30.0%	Pacific Islander	0.3%
25 to 49 years old	35.3%	White	36.0%
50 or more years old	6.9%	Two or More Races	3.2%

Other Information (2011-12)

Full-Time Equivalent Students	9,414.4
Credit Sections	2,806
Non-Credit Sections	70
Median Credit Section Size	28
Percentage of Full-Time Faculty	39.3%



CALIFORNIA COMMUNITY COLLEGES
STUDENT SUCCESS SCORECARD

Unknown Age	0.1%	Unknown Ethnicity	3.2%
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2013 Victor Valley Community College Student Success Scorecard Metrics

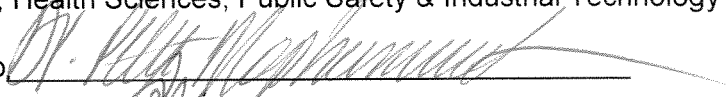
Cohort Tracked for Six Years Through 2011-12	Completion			Persistence			30 Units			Remedial			Career Technical Education
	Prepared	Unprepared	Overall	Prepared	Unprepared	Overall	Prepared	Unprepared	Overall	Math	English	ESL	
Cohort	73.1%	35.6%	38.6%	44.8%	59.9%	58.7%	60.0%	60.4%	60.4%	NA	14.5%	8.7%	51.3%
Female	77.2%	37.9%	40.8%	43.0%	61.7%	60.3%	59.5%	61.2%	61.1%	NA	17.1%	10.2%	60.7%
Male	65.6%	32.3%	35.3%	47.5%	56.6%	55.8%	62.3%	59.2%	59.5%	NA	8.7%	5.6%	42.3%
Under 20 years old	74.8%	36.8%	40.2%	46.6%	60.3%	59.0%	64.1%	62.1%	62.3%	NA	17.9%	25.0%	50.0%
20 to 24 years old	50.0%	24.0%	24.8%	0.0%	48.8%	47.4%	0.0%	48.8%	47.4%	NA	0.0%	17.6%	56.4%
25 to 49 years old	71.4%	36.1%	37.4%	28.6%	65.0%	63.6%	42.9%	57.8%	57.2%	NA	19.2%	7.6%	50.9%
50 or more years old	33.3%	26.3%	27.3%	66.7%	63.2%	63.6%	0.0%	52.6%	45.5%	NA	0.0%	0.0%	44.2%
African-American	77.8%	26.6%	29.4%	22.2%	52.6%	50.9%	22.2%	53.9%	52.1%	NA	18.8%	NA	53.2%
American Indian/Alaskan Native	100.0%	38.5%	42.9%	100.0%	61.5%	64.3%	100.0%	76.9%	78.6%	NA	0.0%	NA	50.0%
Asian	100.0%	56.3%	65.0%	12.5%	59.4%	50.0%	25.0%	53.1%	47.5%	NA	25.0%	12.0%	56.0%
Filipino	87.5%	36.8%	45.7%	37.5%	63.2%	58.7%	87.5%	68.4%	71.7%	NA	0.0%	NA	50.0%
Hispanic	55.2%	31.2%	32.3%	51.7%	57.9%	57.6%	62.1%	58.4%	58.6%	NA	7.4%	6.8%	53.7%
Pacific Islander	NA	33.3%	33.3%	NA	66.7%	66.7%	NA	66.7%	66.7%	NA	NA	NA	25.0%
White	70.1%	40.3%	43.3%	45.5%	62.6%	60.8%	62.3%	63.4%	63.3%	NA	26.7%	18.8%	50.4%

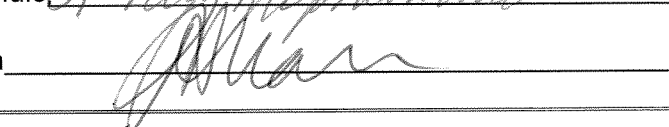
VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES AGENDA ITEM

BOARD CONSENT ☐ BOARD ACTION ☒ BOARD INFORMATION (no action required) ☐

TOPIC: Student Fees - Nursing Program

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

RECOMMENDED BY: Peter Maphumulo 

APPROVED BY: Peter W. Allan 

Description/Background:

The District desires to approve the fees for a Comprehensive Assessment and Review Package (CARP) from Assessment Technologies Inc. Costs are divided based on four (4) semesters. Fees include review books (both electronic and hard-copy), online reviews, proctored testing, pre & post critical thinking testing, NCLEX (state licensure exam) preparation, and study skills feedback.

Need:

To meet program and college accreditation requirements regarding student learning outcomes tied to improved knowledge leading to increased student success.

<u>Spring 2014 Costs:</u>	<u>Fall 2014 Costs</u>	<u>Spring 2015</u>
NURS 246 - \$157	NURS 246 - \$157	NURS 246 - \$157
	NURS 221 - \$114	NURS 221 - \$122
	NURS 222 - \$114	NURS 222 - \$114
	NURS 223 - \$ 98	NURS 223 - \$114
	NURS 224 - \$ 98	NURS 224 - \$ 98

Note: Costs per student, per semester are based on the entering cohort of students. Additionally, costs will increase periodically. District costs for sales tax paid to the state and shipping & handling are passed on to the students.

Fiscal Impact:

None.

Recommended Action:

It is recommended by the Superintendent/President that the Board of Trustees approve the student fees for a Comprehensive Assessment and Review Package (CARP) associated with the Nursing Program.

Legal Review: ☐ NOT APPLICABLE ☒

Reference for Agenda: YES ☒ NO ☐

SEMESTER/ COURSE	246	221	222	223	224		
F12	\$130.00	\$92.00	\$92.00	\$112.00	\$106.00		
S13	\$130.00	\$98.00	\$92.00	\$92.00	\$112.00		
F13	\$140.00	\$98.00	\$98.00	\$92.00	\$92.00		
S14	\$140.00	\$104.00	\$98.00	\$98.00	\$92.00		
F14	\$157.00	\$114.00	\$114.00	\$98.00	\$98.00		
S15	\$157.00	\$122.00	\$114.00	\$114.00	\$98.00		
F15		\$122.00	\$122.00	\$114.00	\$114.00		
S16			\$122.00	\$122.00	\$114.00		
F16				\$122.00	\$122.00		
S17					\$122.00		
F17							
S18							
F18							
S19							
F19							
S20							
F20							
NOTE: Had to increase F14 through F15 for Class 1215. Undercharged one semester.(S14-NURS 221 only.)							
Summer semester costs are the same as the fall semester after it because costs usually increase July 1 of a particular year.							

Victor Valley College
ADN Program

Licensure Preparation Test Fee (As identified on the Bursar's Office receipt.)
(aka Assessment Technology Inc., Comprehensive Assessment and Review Package-ATI CARP)

Brief Overview

Assessment Technologies Incorporated (ATI)
Comprehensive Assessment and Review Program (CARP)

Multiple remediation tools including traditional and online reading materials, videos, practice assessments and internet sources.

It also assists the faculty in identifying potential problems for early intervention.

Package Features:

- Nurse Logic – Enhances critical thinking and problem solving skills
- Critical Thinking Entrance and Exit Examinations
- Quest for Academic Success Learning Module
- Practice testing (online)
- Proctored testing (on site)
- Review Modules (Books both hardcopy and online access which includes videos and linkable/interactive learning.)
- All items are covered in the following areas:
 - Medical/Surgical
 - Fundamentals
 - Pharmacology
 - Maternal-Newborn
 - Nursing Care of Children
 - Mental Health
 - Community Health
 - Nutrition
 - Leadership and Management
- Ready Set RN NCLEX Study Guide
- RN Comprehensive Predictor Test (Modeled after the current RN-NCLEX)
- RN Comprehensive Online Practice

All materials and online access are available to the students for four (4) years after the initial ID was entered into the account.

Starting Summer 2014, NURS 246 will pay \$157.00. Subsequent payments will be NURS 221-NURS 224 = \$122.00

The cost is based on what semester the students entered NURS 246. The costs change depending on the price charged by ATI plus tax and shipping/handling. The students are on a five-semester payment plan (NURS 246 through NURS 224).



2014 CARP/Bundle Customer Pricing - RN

CARP RN		Semester Payment Options					
		1st	2nd	3rd	4th	5th	6th
Upfront/Single Payment	\$ 460	\$ 460					
2 Semesters	\$ 494	\$ 262	\$ 232				
3 Semesters	\$ 507	\$ 189	\$ 159	\$ 159			
4 Semesters	\$ 530	\$ 155	\$ 125	\$ 125	\$ 125		
5 Semesters	\$ 545	\$ 133	\$ 103	\$ 103	\$ 103	\$ 103	
6 Semesters	\$ 576	\$ 121	\$ 91	\$ 91	\$ 91	\$ 91	\$ 91

ATI Essentials Bundles RN

ATI Essentials Basic	\$ 610
ATI Essentials Supreme	\$ 810 - \$1,140
ATI Essentials Optimal	\$1,325 - \$1,655
ATI Essentials Complete	\$2,100

For semester payment options for ATI Essentials Bundles please contact your Client Account Manager.

CARP RN Add On Products

Real Life RN Package	\$ 400
Real Life RN Medical Surgical	\$ 150
Real Life RN Maternal Newborn	\$ 100
Real Life RN Nursing Care of Children	\$ 100
Real Life RN Mental Health	\$ 100
Nurse's Touch Package	\$ 225
Nurse's Touch Professional Communication	\$ 105
Nurse's Touch Becoming a Professional Nurse	\$ 85
Nurse's Touch Informatics & Technology	\$ 85
Nurse's Touch Wellness & Self-care	\$ 80
Nurse's Touch Leadership	\$ 65
Skills Modules	\$ 98
Dosage & Calculations and Safe Medication Administration	\$ 61
Pharmacology Made Easy	\$ 61
Dosage Calculation/Pharmacology Made Easy Package	\$ 91
Achieve - formerly Skill Building (enhanced)	\$ 36
Sigma Theta Tau - Nurse Manager Certificate	\$ 175
Learning Strategies Book	\$ 20
A&P Proctored Assessment	\$ 18
A&P Online Practice Assessment	\$ 25
A&P Package	\$ 35
LPN STEP Proctored Assessment	\$ 19
LPN STEP Online Practice Assessment	\$ 27
LPN STEP Package	\$ 37

NCLEX®- RN Reviews

Virtual-ATI NCLEX-RN Review	\$ 299
Comprehensive Live NCLEX-RN Review	\$ 349
Customized Live NCLEX-RN Review	\$ 399
Live NCLEX-RN Review & Virtual-ATI NCLEX-RN Package	\$ 599

Capstone Content Review

Capstone Content RN Review (purchased with ATI NCLEX Review)	\$ 225
Capstone Content RN Review	\$ 349

Test of Essential Academic Skills

TEAS Proctored	\$ 45
TEAS Online Practice Assessment	\$ 44
TEAS Study Guide	\$ 48
TEAS Study Package	\$ 109
TEAS Study Package Plus	\$ 132
TEAS Results Fee	\$ 27

C-MAP (1 year license)

C-MAP RN Program	\$3,500
Additional fee per additional campus	\$ 500

Prices are effective July 1, 2014 for all new incoming classes.

ATI/CARP Student Fees

Cost Overage Explanation

Globally for all the ATI/CARP fees for the Nursing Program courses (NURS 246, NURS 221, NURS 222, NURS 223, NURS 224), the overage on the ATI/CARP costs are due to state sales taxes at 8% and estimated shipping at 10%. Usually we add 18% (rounded up) to the original ATI costs. I.e., \$133 ATI charge will be \$157 cost to the student.

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

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

TOPIC: AGREEMENT – VECTOR RESOURCES

SUBMITTED BY: Frank Smith, Technology & Information Resources

RECOMMENDED BY: G.H. Javaheripour 

APPROVED BY: Peter Allan 

Description/Background:

The District wishes to enter into an agreement with Vector Resources to purchase audio visual equipment and professional services to install and update multiple classrooms on the main campus to bring standards up to date. Buildings include: Allied Health (bldg. 32), Library (bldg. 41) and Portables 66A & B. (Item # I-19, on the Campus Technology Project list).

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

Need:

The newly purchased equipment will replace outdated equipment that can no longer be serviced or maintained, bringing classrooms up to date with current technology.

Fiscal Impact:

\$108,314.86 – Fund 71

Recommended Action:

It is recommended that the Board of Trustees approve the agreement between Victor Valley College and Vector Resources in the amount of \$108,314.86.

Legal Review: YES X NOT APPLICABLE ___

Reference for Agenda: YES X NO ___



Vector Resources, Inc.
dba VectorUSA
8647 Ninth Street
Rancho Cucamonga, CA
91730

VRN-060467-002
January 15, 2014

Victor Valley Community College District
18422 Bear Valley Rd
Victorville, CA 92392

Project
CMAS AV Pricing 11 rooms

Prepared For
Victor Valley Community College District

Prepared By
Skyler Peterson



Vector Resources, Inc.
dba VectorUSA
8647 Ninth Street
Rancho Cucamonga, CA
91730

VRN-060467-002
January 15, 2014

January 15th 2014

Victor Valley Community College District
18422 Bear Valley Rd
Victorville, CA 92392

Thank you for the opportunity to bid on your company's project. I have enclosed a detailed proposal for your review. **The proposal contained within is based on Prevailing Wage. All wages are paid based on California Prevailing Wage laws.**

Please review the Scope of Work section and the Caveat section carefully to ensure that we've included everything that you need and to make sure that you understand our assumptions regarding the project. If you have any questions, please feel to call me at (909) 931-1022

Thank you again for the opportunity. I look forward to hearing from you soon.

Sincerely,

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1.0	VectorUSA
2.0	Codes and Standards
3.0	Audio Visual
4.0	Project Parameters
	Detailed Pricing
	Terms and Conditions of Contract (SignatureRequired)

1.0 VectorUSA

1.1 Company Overview

Vector USA Inc. ("Vector") is a leading converged telephony and enterprise network systems integration firm committed to delivering innovation. With over 20 years experience, we are a turnkey systems provider, specializing in the design and implementation of high performance networking solutions. We offer a wide range of services in the areas of structured communications cabling, wireless, surveillance, access control, Voice over Internet Protocol (VoIP), network security, and remote monitoring.

Recognized widely for our engineering capabilities and management excellence, Vector's team consists of the 4 original partners and over 350 employees, including engineers, technical personnel, business development and customer service agents. Vector is headquartered in Torrance, California, with additional offices in San Diego, Rancho Cucamonga, and Tempe, Arizona.

Vector's certifications and partnerships allow us to serve as a full-service solution provider. We maintain C7, C10 electrical contractor licenses and a General Contractor "B" license. Our business partners include AMP (one of the largest ND&I contractor in the country), Ascom Wireless, Avaya, Cisco, HP Networking, Hirsch, OnSSI, PCSC, Sony and other world class IT and integration solution vendors.

2.0 Codes and Standards

2.1

All work performed on this project will be installed in accordance with IEEE 802.11 installation guidelines, the current edition of the NEC, NESC, Bicsi Telecommunications Distribution Methods Manual (TDMM), BICSI Cabling Installation Manual, and the latest issue of the ANSI/TIA/EIA Standards, along with all state/local codes and ordinances.

3.0 Audio Visual

3.1 Scope Of Work

CMAS Audio Visual Setup and Installation.

VVCC AV Scope of Work (SOW) is based off of client information and site visit. Vector USA will provide and install (11) Permanent Extron AV Design solution with CMAS Pricing and Labor. The systems are Victor Valley AV Standard design which will include (1) mounted VGA and HDMI connections point located above each OFE lectern with an Extron MLC controller and IR transports controller. The systems will have the abilities to distribute sound via (2) Mounted Ceiling speakers for each room. All source selections will be controlled via MLC 226 IP button panel along with volume up and down and projector on/off.

System Elements

DISPLAYS

All Sources will display on a supplied OFE wall mounted ceiling screen which will be mounted by Vector and Specified by client. The projectors will be mounted at proper distance from screen for proper fill.

Equipment:

- (1) OFE Projector (Qty for 11)
- (1) OFE wall mounted screens 123" Diag, 16x10 format (Qty for 11)

SOURCES

All Sources will be routed through an Extron all-in-one six input Scaling Switcher. The OFE projector will be link with a HDMI Transmitter and Receiver for video and control signals. The Video Connection will consist of (1) HDMI and (1) VGA with 3.5mm mounted on OFE Lectern over bridge and will also accommodate with (1) one OFE local PC, (1) one OFE Document Camera and (1) one OFE DVD/VCR Combo Deck.

Equipment:

- (1) OFE DVD/VCR Combo with HDMI out (Qty for 11)
- (1) Extron IN1606 six input Scaling Switcher (Qty for 11)
- (1) Extron HDMI Transmitter and Receiver set (Qty for 11)
- (1) VGA & HDMI Connection plate (Qty for 11)
- (4) OFE Interactive Document Camera (Qty for 11)

AUDIO

The audio will be a distributed sound solution that will be capable of reproducing sound for each individual connection point. Speaker will be mounted at proper location for sound distribution.

Equipment:

- (1) 1 Pairs of Extron Flat Field Ceiling 70V Speakers (Qty for 11)
- (1) Extron 200 watt audio amplifier (70V) (Qty for 11)

CONTROL

System controls will consist of 1 wall mounted Button Panel Controller located on top of each lectern over bridge. All sources selection, DVD/VCR, and volume controls will be address through this controller.

Equipment:

- (4) Extron MLC 226 IP AAP (Qty for 11)
- (4) Extron IR Transport control (Qty for 11)

OFE LECTERN/ACCESSORIES

All Lecterns will be provided from the Victor Valley to house and consolidate all the necessary AV equipment.

Please note that the extra extron items will be issued to Tim Isbell..

3.2

Please note that all miscellaneous materials must be provided by Victor Valley College...e.g. zip ties, valcro, surface raceway and any other miscellaneous materials to provide a complete system. no other items will be provided outside of this proposal.

Victor Valley must have all items available on hand for proper coordinated installation.

4.0 Project Parameters

4.1 Access

Vector has access to all areas required to perform the proposed scope of work in a timely manner.

4.2 Change Order

Any work that is added to or deleted from the original scope of this proposal and which alters the original costs or completion date must be agreed upon by both parties in the form of a written change order.

4.3 Electrical

Vector assumes that others are responsible for all audio/visual Electrical requirements. The project manager will coordinate with the client prior to installation with the electrical requirements.

4.4 Structural Support

Vector assumes that the current walls or ceilings can support the weight of any of the new devices that will be mounted to the wall or ceiling. If it is not structurally sound, others will be responsible for any additional support necessary.

4.5 Delays

The client must provide five working days' advance notice of any factor that will delay this project or Vector will issue a work stoppage change order. Additionally, idle time incurred by Vector due to the absence of required escorts, clearance, permits, inability to enter the work place, delays by other trades or other factors beyond Vector's control will be addressed with a written change order.

4.6 Work Days/Overtime

This work will be performed during Vector's regular standard business hours of 7:00 a.m. to 5:00 p.m. Pacific Standard Time, Monday through Friday, except holidays. Work outside of regular business hours is available, but requires a written change order.

4.7 Schedule

Vector plans to implement this project in a continuous fashion or as outlined within the RFP. If any additional mobilization is required, as a result of a change in the project schedule, not caused by Vector, it will be addressed with a written change order.

4.8 Asbestos/Hazardous Materials

Vector assumes that the installation teams will be working in areas that will not contain asbestos or any other hazardous material that would require additional time or alternative installation procedures.

It is the responsibility of the client to give written notification to Vector, prior to the start of a project, of any asbestos contained material (ACMs) in or around the area of the project. In the event that ACMs are present prior to job commencement or if ACMs are encountered during the project, additional cost, damages and/or delays attributed to necessary procedures for working in this environment will be the responsibility of the client.

4.9 Adequate Room

The client must provide adequate room for the installation of the proposed termination hardwired at the station and in the communications closets.

4.10 Storage Area

The client will provide a secured storage area inside the building for Vector's materials and tools.

4.11 Office Furniture

Vector will not be responsible for disassembling or moving desks or other office furniture to gain proper access to perform installation tasks.

4.12 Ceiling Tile

Vector exercises care in the removal, storage and reinstallation of existing (used) ceiling tiles; however, Vector accepts no liability for any incidental damages that may result from the handling of ceiling tiles.

4.13 Add & Delete

This proposal is not to be used as an "Add & Delete" schedule; it only applies to the work specified in the original RFP. Any additional work requested will be considered as separate work and addressed with a written change order.

4.14 Defective Materials

If there is a delay and/or Vector is unable to perform its scope of work, due to problems with the existing hardware and/or materials provided by the client or other third parties, it will be addressed with a written change order.

4.15 Taxes

Taxes will be billed on tax rates and guidelines at time of invoice.

4.16 Extraordinary Service

Certain additional charges related to extraordinary levels of support or out-of-pocket costs incurred by Vector, through no fault of its own, will be reimbursable by the client under this agreement.

Examples of costs reimbursable under this section include, but are not limited to 1) shipping expenses related to unusual site handling expenses (e.g. extra distance, no loading dock, extra stairs, extra demurrage charges), 2) storage or special handling expenses incurred if an installation site is not able to accept delivery as scheduled, 3) expenses incurred by Vector to resolve network compatibility issues caused by a client's election to substitute non-Vector provided equipment or services, and 4) expenses incurred by Vector for additional installation time and/or materials caused by a site not being prepared as called for in this proposal.

Vector shall promptly notify the client in writing of such charges. Notification will be provided, when feasible, prior to the incurrence of such charges, unless circumstances preclude such prior written notification (by way of example, but not limited to, unusual site handling charges). Provided the incurrence of such charges is not due to Vector's fault or negligence, Vector shall be entitled to an equitable adjustment in the prices herein, the delivery schedule, or both to reflect such charges and any related delay.

4.17 Proprietary Information

The information contained in this document is proprietary to Vector and intended to be used as evaluative and/or bidding information only. No part of this document may be disclosed, reproduced and/or distributed to anyone except the listed recipients within this package without written permission from Vector.

DETAILED PRICING**SMALL CLASS ROOMS**

DISPLAY	Mfr	Mfr PN	Quantity	Unit Cost	Material	Labor	Total
Projector Drop Ceiling Mount with Adjustable Pole	Extron	70-656-23	13	174.00	2,262.00	0.00	2,262.00
Universal Projector Mounting Bracket	Extron	60-773-03	13	145.00	1,885.00	0.00	1,885.00
AV SYSTEM							
Six Input HDCP-Compliant Scaling Presentation Switcher	Extron	60-1081-01	13	1,386.20	18,020.60	0.00	18,020.60
Pass-Through Wallplate - Decora® for HDMI, Stereo Audio, and Control	Extron	70-726-63	13	58.00	754.00	0.00	754.00
Pass-Through Wallplate - Decora® for VGA, Stereo Audio, and Control	Extron	70-766-23	13	58.00	754.00	0.00	754.00
HDMI Twisted Pair Extender RX	Extron	60-1271-13	13	272.60	3,543.80	0.00	3,543.80
HDMI Twisted Pair Extender TX	Extron	60-1271-12	13	272.60	3,543.80	0.00	3,543.80

AUDIO SYSTEM

Full-Range Flat Field Speakers (1-Pair)	Extron	42-120-13	13	255.20	3,317.60	0.00	3,317.60
Mono 70/100 V Amplifier - 200 Watts	Extron	60-850-01	13	400.20	5,202.60	0.00	5,202.60

AV CONTROLLER

IRCM-DV+ Dual Function DVD and VCR IR Control Module	Extron	70-220-02	13	226.20	2,940.60	0.00	2,940.60
MLC 226 IP w/AAP MediaLink Controller	Extron	60-600-12	13	893.20	11,611.60	0.00	11,611.60

AV CABLES

Pre-cut Speaker Cable 100'	Extron	26-627-100	13	45.24	588.12	0.00	588.12
MLC PW/RS-232/VC-50'	Extron	26-626-50	13	40.60	527.80	0.00	527.80
Shielded Twisted Pair Cable for XTP Systems and DTP Series Products	Extron	22-235-03	1	1,386.20	1,386.20	0.00	1,386.20
Shielded RJ-45 Plug Kit for Extron XTP DTP 24	Extron	101-005-02	3	23.20	69.60	0.00	69.60
3' High Speed and Standard Speed HDMI Cables	Extron	26-650-03	52	23.20	1,206.40	0.00	1,206.40
12' High Speed and Standard Speed HDMI Cables	Extron	26-650-12	52	52.50	2,730.00	0.00	2,730.00
12' Male to Male 15-pin HD Micro HR with Audio Cables	Extron	26-566-03	26	34.80	904.80	0.00	904.80
9-pin D Male to Female RS-232 Cables	Extron	26-433-03	13	13.92	180.96	0.00	180.96

LECTURN

Five Gang mud ring, Black	Extron	70-519-52	13	25.52	331.76	0.00	331.76
Two Gang mud ring, black	Extron	70-519-22	13	12.76	165.88	0.00	165.88
Rack Shelf Kit for 3.5" Deep Products	Extron	60-190-20	13	75.40	980.20	0.00	980.20

LABOR

Design & Engineering (VR005)	Labor		11	0.00	0.00	6,068.15	6,068.15
Project Management (VR002)	Labor		11	0.00	0.00	4,375.80	4,375.80
Installation Labor (VR007)	Labor		11	0.00	0.00	25,787.30	25,787.30
Onsite System Commissioning (VR007)	Labor		11	0.00	0.00	3,033.80	3,033.80

Sub-Total

62,907.32	39,265.05	102,172.37
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P&P BOND

BONB	Mfr	Mfr PN	Quantity	Unit Cost	Material	Labor	Total
P&P bond			1	1,109.90	1,109.90	0.00	1,109.90
Sub-Total					1,109.90	0.00	1,109.90
Project Sub-Total					64,017.22	39,265.05	103,282.27
Sales Tax							5,032.59
Project Total							108,314.86

TERMS AND CONDITIONS OF CONTRACT

TERMS AND CONDITIONS

All work is to be completed in a workmanlike manner according to standard practices. All material is to be as specified. Any alterations or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over the estimate. All agreements contingent upon strikes, accidents or delays beyond our control will be settled in a formal agreement. Owner is responsible to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

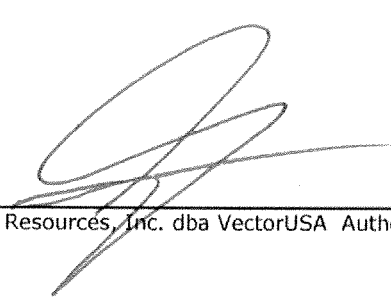
PAYMENT REQUIREMENTS

This proposal pricing is only valid for 30 days. Upon acceptance a purchase deposit is required and due prior to commencement of work. Monthly progress invoices will be generated based on percentage of completion and due Net 30. Balance will be invoiced upon substantial completion and due Net 30.

Victor Valley Community College District

18422 Bear Valley Rd
Victorville, CA 92392

Job Total \$108,314.86




Vector Resources, Inc. dba VectorUSA Authorized Signature

1/15/14

Date

ACCEPTANCE OF PROPOSAL

The prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.



Authorized Signature

Date

Print Name

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

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

TOPIC: CHANGE ORDER – WEBB BROTHERS CONSTRUCTION

SUBMITTED BY: Steve Garcia, Facilities Construction

RECOMMENDED BY: G.H. Javaheripour

APPROVED BY: Peter Allan

Description/Background:

The District wishes to submit for approval Change Order Nos. 1 - 17 from Webb Brothers Construction. During the course of construction various changes may be made which can both increase or decrease the cost of the project. The list below is a compilation of the adjustments made and represents both direct and indirect costs of the contractor in performing or providing the work covered.

1. Additional excavation of the pier footing at column lines EE and 106 to extend the depth below the existing conduit that runs through the footing. Additional CMU block and rebar are included. \$5,715.13
2. Additional work to construct a revised footing due to an existing high voltage being encased directly beneath the buildings footings. \$12,863.11
3. Additional cost to replace 80' of HDPE storm drain with SCH. 40 PVC as required by code. Also required additional labor and fittings. \$2,784.74
4. Proposal to up-grade service sinks. DECLINED
5. Credit for 8 each marker boards that were purchased through FF&E. \$(1,890.00)
6. PENDING n/a
7. Additional cost increase to saw cut the existing CMU wall at two locations at wall line C-2 and wall line 101. There were no existing holes for ductwork as indicated on the approved drawings. \$3,726.26
8. Credit for deleting the springlok counter flashing detail at the perimeter of the masonry wall base. \$(1,103.00)
9. Credit for value engineering the underground chiller line pipe material from copper to PVC. \$(9,432.00)
10. Additional cost to install floor sink , drain line, vent pipe, and trap primer, backflow preventer, chemical pot feeder, in mechanical room To support boiler operations and meet code requirements. \$9,633.51
11. Credit for value engineering the specified door hardware schedule and equipment to better meet the needs of the District. \$(5,596.36)
12. Addition cost to add concrete sidewalk and retaining wall in an area of the electrical & mechanical rooms. This area was designed for decomposed granite but the elevation differences between the finish grade and building slab are approx. 24". \$10,742.39
13. Additional cost to add volume dampers in the existing renovation areas to allow the air balancing of the mechanical system. \$5,093.93
14. Additional cost to add truncated domes to an area of the loading zone that leads into lower lot five. This will prevent potential safety issues and possible litigation in the future. \$5,918.81
15. PENDING n/a
16. PENDING n/a

Meeting Date: February 11, 2014

Item Number: _____

17. Additional cost to re-size and relocate existing gas regulator to a location out of the path of travel. \$2,256.18

Total:

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

Need:

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

Fiscal Impact: \$40,712.70 – Bond Funded

Recommended Action:

This item has been approved by the Interim Superintendent/President, and it is recommended that the Board of Trustees ratify the change orders with Webb Brothers Construction in the amount of \$40,712.70

Legal Review: YES ___ NOT APPLICABLE X

Reference for Agenda: YES X NO ___

WEBB BROTHERS CONSTRUCTION

GENERAL CONTRACTOR

805 West Avenue L-8, suite S Lancaster, CA 93534

661-942-8689 * 661-942-9830

Lic. NO. 583279

9/30/2013

Victor Valley College
18422 Bear Valley Road
Victorville, CA 92395

RE: Music Building Modernization

CHANGE PROPOSAL NO:

1

References

RFI# 10

Please find below the proposal for hand digging the pier footing at column lines EE and 106 to a depth to make the footing depth below the existing conduit that runs through this footing. Additional CMU block and rebar is included as necessary to offset the deeper footing.

	Subs	Webb Labor	Webb Mat.			
Precision Contractors, Inc.	3,616.24					
Supervisor 6 hrs		426.96				
Administration 8 hrs		569.28				
Truck @ 21.43 per hr(Cal Trans)			171.44			
Subsistence @ 45.00 per day(DIR)			45.00			
			216.44	15% O & P	32.47	248.91
	3,616.24	996.24		20% O & P	199.25	1,195.49
	3,616.24	15% O & P	542.44			4,158.68
						0.00
				sub total		5,603.07
				Bond 2%		112.06
				SUB TOTAL		5,715.13

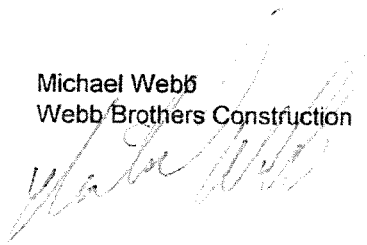
Excludes:

Special inspection, fees of any kind,

TOTAL DUE

5,715.13

Michael Webb
Webb Brothers Construction



WEBB BROTHERS CONSTRUCTION

GENERAL CONTRACTOR

805 West Avenue L-8, suite S Lancaster, CA 93534

661-942-8689 * 661-942-9830

Lic. NO. 583279

1/21/2014

Victor Valley College
18422 Bear Valley Road
Victorville, CA 92395

RE: Music Building Modernization

CHANGE PROPOSAL NO: 2 R-1

References

RFI# 9

Please find below the proposal for the construction of a revised footing due to an existing high voltage being incased in concrete directly beneath the footing on DD line. There is also a delay in the construction schedule of 37 "working days" because no other work could be started on the new addition portion of the project which the schedule is based on. Per Steve's request, I have separated the delay cost to cost proposal 2A. As you are disputing our claim per your email 1-15-14 and per the meeting yesterday (1-16-14), we will still be pursue reimbursement for moneys lost due to the delay.

	Subs	Webb Labor	Webb Mat.			
Precision Contractors, Inc.	6,351.32					
T & M expose conduit day 1		142.32	381.77			
T & M expose conduit day 2		569.28	69.55			
T & M expose conduit day 3		1,138.56	561.81			
Dump		0.00	50.00			
field office delay of 37 work days		C/P 2A				
home office delay of 37 work days		C/P 2A				
Supervisor 8 hrs		569.28				
Administration 8 hrs		569.28				
Truck @ 21.43 per hr(Cal Trans)			342.88			
Subsistence @ 45.00 per day(DIR)			90.00			
			1,496.01	15% O & P	224.40	1,720.41
	6,351.32	2,988.72		20% O & P	597.74	3,586.46
	6,351.32	15% O & P	952.70			7,304.02
						0.00
				sub total		12,610.89
				Bond 2%		252.22
				SUB TOTAL		12,863.11

Excludes:

Special inspection, fees of any kind,

TOTAL DUE

12,863.11

Michael Webb
Webb Brothers Construction

Question 10/23/13

WEBB BROTHERS CONSTRUCTION

GENERAL CONTRACTOR

805 West Avenue L-8, suite S Lancaster, CA 93534

661-942-8689 * 661-942-9830

Lic. NO. 583279

10/7/2013

Victor Valley College
18422 Bear Valley Road
Victorville, CA 92395

RE: Music Building Modernization

CHANGE PROPOSAL NO:

3

References

RF# 8

Please find below the proposal for changing the storm drain piping under the building slab to schedule 40 PVC DWV piping and extend to the Nyloplast drain basins.

	Subs	Webb Labor	Webb Mat.			
Daves Plumbing	1,780.00					
Supervisor 2 hrs		142.32				
Administration 6 hrs		426.96				
Truck @ 21.43 per hr(Cal Trans)			0.00			
Substance @ 45.00 per day(DIR)			0.00			
			0.00	15% O & P	0.00	0.00
	1,780.00	569.28		20% O & P	113.86	683.14
	1,780.00	15% O & P	267.00			2,047.00
						0.00
				sub total		2,730.14
				Bond 2%		54.60
				SUB TOTAL		2,784.74

Excludes:

Special inspection, fees of any kind.

TOTAL DUE

2,784.74


Michael Webb
Webb Brothers Construction

WEBB BROTHERS CONSTRUCTION

GENERAL CONTRACTOR

805 West Avenue L-8, suite S Lancaster, CA 93534

661-942-8689 * 661-942-9830

Lic. NO. 583279

*Decline
10/10/13*

10/7/2013

Victor Valley College
18422 Bear Valley Road
Victorville, CA 92395

RE: Music Building Modernization

CHANGE PROPOSAL NO:

4

References

RFI# 7

Please find below the proposal for up-grade of service sink per the response in RFI #7.

	Subs	Webb Labor	Webb Mat.			
Daves Plumbing	672.20					
Supervisor 2 hrs		142.32				
Administration 6 hrs		426.96				
Truck @ 21.43 per hr(Cal Trans)			0.00			
Subsistence @ 45.00 per day(DIR)			0.00			
			0.00	15% O & P	0.00	0.00
	672.20	569.28		20% O & P	113.86	683.14
	672.20	15% O & P	100.83			773.03
						0.00
				sub total		1,456.17
				BoAd 2%		29.12
				SUB TOTAL		1,485.29

Excludes:

Special inspection, fees of any kind,


Michael Webb
Webb Brothers Construction

TOTAL DUE

1,485.29

WEBB BROTHERS CONSTRUCTION

GENERAL CONTRACTOR

805 West Avenue L-8, suite S Lancaster, CA 93534

661-942-8689 * 661-942-9830

Lic. NO. 583279

10/25/2013

Victor Valley College
18422 Bear Valley Road
Victorville, CA 92395

RE: Music Building Modernization

CHANGE PROPOSAL NO:

5

References

PR #2

Please find below the cost reduction for the credit of 8 marker boards per the NTD Proposal Request #2.

	Subs	Webb Labor	Webb Mat.			
Direct Office Solutions	-1,690.00					
Labor @ 25 ea.		-200.00				
			0.00			
			0.00			
			0.00	15% O & P	0.00	0.00
	-1,690.00	-200.00		20% O & P	0.00	-200.00
	-1,690.00	15% O & P				-1,690.00
						0.00
				sub total		-1,890.00
				SUB TOTAL		-1,890.00

Excludes:

Special inspection, fees of any kind,

TOTAL DUE

-1,890.00

Michael Webb
Webb Brothers Construction

Pending / Hold
1/21/14

WEBB BROTHERS CONSTRUCTION

GENERAL CONTRACTOR

805 West Avenue L-8, suite S Lancaster, CA 93534

661-942-8689 * 661-942-9830

Lic. NO. 583279

12/18/2013

Victor Valley College
18422 Bear Valley Road
Victorville, CA 92395

RE: Music Building Modernization

CHANGE PROPOSAL NO:

6

References

PR #7

Please find below the cost increase for providing sound insulation in the walls and ceiling in practice rooms 3A, 3B, 4, and 5.

Comfort Zone Inc.

Supervision 2 hrs
Administration 6 hrs

Subs	Webb Labor	Webb Mat.			
1,260.00					
		0.00			
	142.32	0.00			
	426.96	0.00			
1,260.00	569.28	0.00	15% O & P	0.00	0.00
1,260.00	15% O & P		20% O & P	0.00	569.28
					1,260.00
					0.00
			sub total		1,829.28
			SUB TOTAL		1,829.28

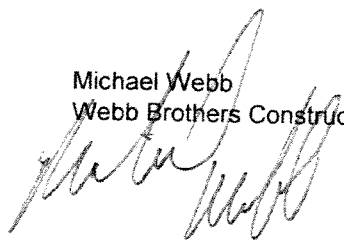
Excludes:

Special inspection, fees of any kind,

TOTAL DUE

1,829.28

Michael Webb
Webb Brothers Construction



WEBB BROTHERS CONSTRUCTION

GENERAL CONTRACTOR

805 West Avenue L-8, suite S Lancaster, CA 93534

661-942-8689 * 661-942-9830

Lic. NO. 583279

1/10/2014

Victor Valley College
18422 Bear Valley Road
Victorville, CA 92395

RE: Music Building Modernization

CHANGE PROPOSAL NO: **7 R-1**

References

RFI #23

Please find below the cost increase for sawing the existing buildings CMU walls at two locations. At wall line C2, there was no existing hole as the plans indicated to run the duct through. At wall line 101, the new hole was not shown on the plans for the new duct. Water piping must be removed, then replaced after the hole in wall line C2 is cut.

	Subs	Webb Labor	Webb Mat.			
Desert Const. Services Inc.	1,375.00					
Daves Plumbing	876.30					
			0.00			
Supervision 2 hrs		142.32	0.00			
Administration 10 hrs (2ea. Subs)		711.60	0.00			
	2,251.30	853.92	0.00	15% O & P	0.00	0.00
	2,251.30	15% O & P	450.26	20% O & P	170.78	1,024.70
						2,701.56
						0.00
				sub total		3,726.26
				SUB TOTAL		3,726.26

Excludes:

Special inspection, fees of any kind,

TOTAL DUE

3,726.26

Michael Webb
Webb Brothers Construction

WEBB BROTHERS CONSTRUCTION

GENERAL CONTRACTOR

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661-942-8689 * 661-942-9830

Lic. NO. 583279

12/18/2013

Victor Valley College
18422 Bear Valley Road
Victorville, CA 92395

RE: Music Building Modernization

CHANGE PROPOSAL NO:

8

References

PR #6

Please find below the credit for deleting the springlok counter flashing detail at the perimeter of the masonry wall base and replace with drawing X-4 dated 11-22-13.

United Contractors

Supervision 0 hrs
Administration 0 hrs

Subs	Webb Labor	Webb Mat.			
-1,103.00					
		0.00			
		0.00			
		0.00	15% O & P	0.00	0.00
-1,103.00	0.00		20% O & P	0.00	0.00
-1,103.00	15% O & P				-1,103.00
					0.00
			sub total		-1,103.00
			SUB TOTAL		-1,103.00

Excludes:

Special inspection, fees of any kind,

TOTAL DUE

-1,103.00

Michael Webb
Webb Brothers Construction

WEBB BROTHERS CONSTRUCTION

GENERAL CONTRACTOR

805 West Avenue L-8, suite S Lancaster, CA 93534

661-942-8689 * 661-942-9830

Lic. NO. 583279

12/18/2013

Victor Valley College
18422 Bear Valley Road
Victorville, CA 92395

RE: Music Building Modernization

CHANGE PROPOSAL NO:

9

References

PR #8

Please find below the credit for changing the under ground chiller line pipe material to PVC schedule 40. Remainder of chiller line above grade will remain the same as originally specified.

Precision Mech. And HVAC

Supervision 0 hrs
Administration 0 hrs

Subs	Webb Labor	Webb Mat.			
-9,432.00					
		0.00			
		0.00			
		0.00	15% O & P	0.00	0.00
-9,432.00	0.00		20% O & P	0.00	0.00
-9,432.00	15% O & P				-9,432.00
					0.00
			sub total		-9,432.00
			SUB TOTAL		-9,432.00

Excludes:

Special inspection, fees of any kind,

TOTAL DUE

-9,432.00

Michael Webb
Webb Brothers Construction

WEBB BROTHERS CONSTRUCTION

GENERAL CONTRACTOR

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661-942-8689 * 661-942-9830

Lic. NO. 583279

1/10/2014

Victor Valley College
18422 Bear Valley Road
Victorville, CA 92395

RE: Music Building Modernization

CHANGE PROPOSAL NO: 10 R-1

References

PR #9 & PR #9.R1

Please find below the cost increase for adding a floor sink in the Mechanical room including a 3" drain line, vent pipe, trap primer and associated water line, roof flashing, floor sink, access panel for the trap primer access. Provide and install the specified backflow preventer and chemical feeder as submitted in the attached for your approval. Testing and certification is included.

	Subs	Webb Labor	Webb Mat.			
Dave's Plumbing	3,350.20					
Precision Mechanical	3,838.70					
			0.00			
		284.64	0.00			
		853.92	0.00			
Supervision 4 hrs.				15% O & P	0.00	0.00
Administration 12 hrs.						1,366.27
	7,188.90	1,138.56		20% O & P	227.71	8,267.24
	7,188.90	15% O & P	1,078.34			0.00
				sub total		9,633.51
				SUB TOTAL		9,633.51

Excludes:

Special inspection, fees of any kind.

TOTAL DUE

9,633.51

Michael Webb
Webb Brothers Construction

WEBB BROTHERS CONSTRUCTION

GENERAL CONTRACTOR

805 West Avenue L-8, suite S Lancaster, CA 93534

661-942-8689 * 661-942-9830

Lic. NO. 583279

1/13/2014

Victor Valley College
18422 Bear Valley Road
Victorville, CA 92395

RE: Music Building Modernization

CHANGE PROPOSAL NO:

12

References

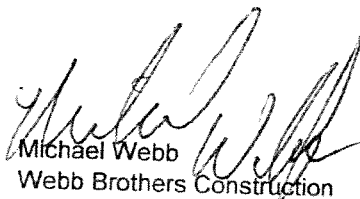
drawing from Merrell Johnson

Please find below the cost increase for adding concrete sidewalk to access the electrical and mechanical rooms. Provide a retaining wall to be able to leave the dirt grade as existing to protect the fiberoptic conduit buried below. Provide a swale to allow water to flow away from the building. There is a credit for one storm drain riser. Any digging for the retaining wall or sidewalk is offset by the grading that we wouldn't be doing per the original plans. We will still be doing grading to get the water to flow per the new drawing.

	Subs	Webb Labor	Webb Mat.			
Dave's Plumbing drain credit	-271.88					
Precision Contractors Inc.	7,854.50					
Water proofing wall		426.96	125.00			
			0.00			
		284.64	0.00			
		853.92	125.00			
Supervision 4 hrs.	7,582.62	1,565.52		15% O & P	18.75	143.75
Administration 12 hrs.				20% O & P	313.10	1,878.62
	7,582.62					8,720.01
						0.00
				sub total		10,742.39
				SUB TOTAL		10,742.39

Excludes:

Special inspection, fees of any kind,


Michael Webb
Webb Brothers Construction

TOTAL DUE

10,742.39

WEBB BROTHERS CONSTRUCTION

GENERAL CONTRACTOR

805 West Avenue L-8, suite S Lancaster, CA 93534

661-942-8689 * 661-942-9830

Lic. NO. 583279

1/10/2014

Victor Valley College
18422 Bear Valley Road
Victorville, CA 92395

RE: Music Building Modernization

CHANGE PROPOSAL NO:

13

References

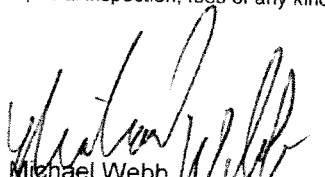
RFI #30

Please find below the cost increase for the required volume dampers that were not shown in the drawings. In terms of negotiation, Precision has decide to NOT charge for the dampers in the new building, but would like to be paid for the existing buiding. The symbol for the volume damper is shown in the Mechanical Legend on sheet M.1.1, but is not shown on sheet M.3.2 as we feel is required.

	Subs	Webb Labor	Webb Mat.			
Precision Mechanical	3,835.46					
			0.00			
Supervision 2 hrs.		142.32	0.00			
Administration 6 hrs.		426.96	0.00			
	3,835.46	569.28	0.00	15% O & P	0.00	0.00
	3,835.46	15% O & P	575.32	20% O & P	113.86	683.14
						4,410.78
						0.00
				sub total		5,093.92
				SUB TOTAL		5,093.92

Excludes:

Special inspection, fees of any kind,


Michael Webb
Webb Brothers Construction

TOTAL DUE

5,093.92

WEBB BROTHERS CONSTRUCTION

GENERAL CONTRACTOR

805 West Avenue L-8, suite S Lancaster, CA 93534

661-942-8689 * 661-942-9830

Lic. NO. 583279

1/21/2014

Victor Valley College
18422 Bear Valley Road
Victorville, CA 92395

RE: Music Building Modernization

CHANGE PROPOSAL NO: 14

References:
PR #10

Please find below the cost increase for the painting of the curb and adding approximately 25' of truncated domes per the PR #10 plan, drawing # X-6 dated 1-17-14.

There is no cost for raising the ramp curb up 6" as the new drawing shows. Unless we are asked to stop, we plan to pour the ramp according to the plan 1-22-14 and complete the contract work soon after. We will not proceed with change order work until written approval.

	Subs	Webb Labor	Webb Mat.			
Precision Construction	for comparison only					
paint curb		213.48	45.00			
truncated domes		1,850.16	2,354.40			
			0.00			
Supervision 2 hrs.		142.32	0.00			
Administration 6 hrs.		426.96	2,399.40	15% O & P	359.91	2,759.31
	0.00	2,632.92	20% O & P	526.58		3,159.50
	0.00	15% O & P	0.00			0.00
						0.00
				sub total		5,918.81
				SUB TOTAL		5,918.81

Excludes:

Special inspection, fees of any kind,

TOTAL DUE

5,918.81

Michael Webb
Webb Brothers Construction

WEBB BROTHERS CONSTRUCTION

GENERAL CONTRACTOR

805 West Avenue L-8, suite S Lancaster, CA 93534

661-942-8689 * 661-942-9830

Lic. NO. 583279

1/21/2014

Victor Valley College
18422 Bear Valley Road
Victorville, CA 92395

RE: Music Building Modernization

CHANGE PROPOSAL NO: 17

References:
field construction meeting

Please find below the cost increase for the new gas regulator that was not shown in the drawings, and the relocation of the old regulator from the planter area to, next to the new building at the northeast corner. The earth quake valve shown to be in the mechanical room will be located at the new regulator location which will protect the old music building and the new building.

	Subs	Webb Labor	Webb Mat.			
Dave's Plumbing	1,367.86					
			0.00			
Supervision 2 hrs.		142.32	0.00			
Administration 6 hrs.		426.96	0.00			
	1,367.86	569.28	0.00	15% O & P	0.00	0.00
	1,367.86			20% O & P	113.86	683.14
				15% O & P		1,573.04
						0.00
				sub total		2,256.18
				SUB TOTAL		2,256.18

Excludes:

Special inspection, fees of any kind,

TOTAL DUE

2,256.18

Michael Webb
Webb Brothers Construction

**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM****BOARD CONSENT** ___ **BOARD ACTION** X **BOARD INFORMATION (no action required)** ___**TOPIC:** HOLD A PUBLIC HEARING AND APPROVE AN AGREEMENT WITH
COMPASS ENERGY SOLUTIONS**SUBMITTED BY:** Steve Garcia, Facilities Construction**RECOMMENDED BY:** G.H. Javaheripour **APPROVED BY:** Peter Allan **Description/Background:**

The District wishes to hold a public hearing to approve an agreement with Compass Energy Solutions to furnish all engineering, labor, materials and equipment to install energy efficiencies to the Heating/Ventilation/Air-conditioning (HVAC) systems in Student Services buildings 50 & 52 pursuant to California Government Code Sections 4217.12 – 4217.13.

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

Need:

Pursuant to California Government Code Sections 4217.12 – 4217.13, and Public Contract Code Section 20133 paragraph (1) of subdivision (C) regarding Best Value. The above listed projects will reduce the District's overall operational costs while enhancing services to students and staff.

Fiscal Impact:

\$324,806.00 – Funded by Proposition 39

\$63,158.00 – Funded by Southern California Edison Incentives

Recommended Action:

1. It is recommended that the Board of Trustees open and close a public hearing to accept comments regarding an agreement with Compass Energy Solutions to engineer, and provide labor, materials and equipment to install energy efficiencies to the Heating/Ventilation/Air-conditioning (HVAC) systems in Student Services buildings 50 & 52 pursuant to California Government Code Sections 4217.12 – 4217.13
2. It is recommended that the Board of Trustees approve the agreement with Compass Energy Solutions in the amount of \$383,165.00 for these energy efficiency projects on the Main Campus.

Legal Review: YES X NOT APPLICABLE ___**Reference for Agenda:** YES X NO ___

ENERGY SERVICES AGREEMENT

BY AND BETWEEN

Victor Valley College (VVC)

AND

Compass Energy Solutions (CES)

THIS AGREEMENT, entered into this 12th day of Feb. 2014, ("Agreement") by and between Victor Valley College, a California Community College having its principal place of business at 18422 Bear Valley Road, Victorville, CA 92395 (hereinafter referred to as "Customer") and COMPASS ENERGY SOLUTIONS (CES), [Compass Energy Solutions, LP, a Virginia Limited Partnership], having its principal place of business at 1401 Huguenot Rd. Midlothian, VA 23113 (hereafter referred to as "Compass Energy Solutions"). The signatories of this Agreement will be collectively referred to as the "Parties".

WHEREAS, Customer wishes Compass Energy Solutions to install equipment at those of Customer's facilities described in Attachment A (the "Property") and Compass Energy Solutions wishes to so install equipment and take such actions;

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, the Parties hereby agree as follows:

SECTION 1 - Scope of Work

- (a) CES shall furnish all labor, materials and equipment to perform all work required for the completion of the Scope of Work set forth in Attachment B, as such Scope of Work and such Attachment may be modified in accordance with this Agreement (the "System") at the Property. The System shall include installation of equipment and all services provided as described in Attachment B. Ownership and title of the System and all its components thereof shall be transferred to Customer upon acceptance of the installation.
- (b) CES shall be responsible for disposal of all non-hazardous equipment and materials rendered useless as a result of the installation of the System. Customer shall arrange for the disposal of PCB-contaminated ballasts, if any, rendered useless as a result of the installation of the System. Customer acknowledges that the basic scope of work does not require CES to accumulate, remediate, handle, store, treat, transport, encapsulate, dispose of, or arrange for the disposal of, any hazardous substance or material, no matter how defined, whether by Federal, State or local law or regulation. Any such work shall be contracted for by means of a Change to this contract under Section under Section 6.
- (c) CES shall comply with and obtain all licenses and permits required by Federal, State and local law in connection with the installation of the energy conservation measures ("ECMs") of the System. Notwithstanding the foregoing, Customer shall be responsible for all taxes and fees arising from or in connection with Customer's participation in this Agreement and the benefits to Customer hereunder. Customer shall reimburse CES for any taxes, permits or fees not in effect on the date of this Agreement, but for which CES may become liable during the Term of this Agreement.

SECTION 2 - Compensation and Payment

- (a) CES shall provide services for the complete turn-key implementation of the projects listed in Attachment B not to exceed: \$383,165.00. During the period beginning on the date of execution of this Agreement and continuing through the Date of Substantial Completion with respect to each Phase, Customer will make monthly progress payments to CES based upon the portion of the project completed at the end of each month, as respectively provided for in each separate Attachment G which relates to the Phase for which payment is being made. Following the end of each month, during each construction period of this project, CES will provide a list in sufficient detail to reasonably identify the ECMs installed during that month. Thereafter, a Delivery and Acceptance Certificate in the form attached hereto as Attachment E-1 will be executed by Customer during each month of the construction period for each Phase with respect to the ECMs or portion thereof, installed during the prior month. A final Delivery and Acceptance Certificate (Attachment E-2) shall be executed by Customer upon Substantial Completion of the installation of the ECM's with respect to each Phase. Customer shall not unreasonably withhold or delay the execution of any Delivery and Acceptance Certificate, which shall be deemed approved by CES if Customer has not taken action with respect to any Certificate within ten (10) days of its receipt thereof. For the purposes of this Agreement the term "Substantial Completion" shall mean that the subject ECM has been demonstrated by CES to be operating in a manner consistent with its manufacturer's intended use.
- (b) Amounts not paid to CES on the date specified in Attachment D shall accrue interest at the rate of 0.59 percent (0.59 %) per month.

SECTION 3 - Security

Ownership of and title to the ECMs referenced in each Delivery and Acceptance Certificate (Attachment E-1) will automatically transfer to the Customer upon both: (a) the delivery of each such Delivery and Acceptance Certificate and Attachment E-1 by Customer to, the execution and delivery of which shall not be unreasonably withheld or delayed, and (b) completion of all Customer's payment obligations to CES.

SECTION 4 - Schedule

The Schedule for this Agreement shall begin on the date first written above and is reflected in Attachment G. Customer shall evidence the commencement of CES's period of performance by issuing to CES a Notice to Proceed in a form substantially similar to Attachment F.

SECTION 5 - Right of Entry

Customer and CES shall mutually plan the scheduling of the work. Customer shall provide CES, and its employees, agents and subcontractors, full access to the Property for the purpose of fulfilling CES's obligations under this Agreement during the entire performance period.

SECTION 6 - Change in Work

CES may propose changes in the Scope of Work described in Attachment B, including without limitation the types or quantities of ECMs to be installed, substantially in the form of Attachment D, the Change Order Form. Customer shall not unreasonably withhold or delay approval of such change orders provided that the intent of the change is consistent with the original Scope of Work.

SECTION 7 - Warranties

CES warrants that the installation services it performs will be performed consistent with good and workmanlike practices and that such work will be free from defects in materials and workmanship for a period of one (1) year. Any manufacturer's warranties shall be assigned to Customer to the

extent allowed by the manufacturer. CES DOES NOT WARRANT THAT THE SYSTEM WILL ACHIEVE ANY SPECIFIC LEVEL OF ENERGY SAVINGS. EXCEPT AS PROVIDED ABOVE, CES MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, WHETHER STATUTORY, WRITTEN, ORAL OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, OR SUITABILITY FOR A PARTICULAR PURPOSE REGARDING (i) THE SYSTEM, ANY PORTION OF THE SYSTEM, OR SERVICES SUPPLIED BY CES HEREUNDER TO (ii) THE SYSTEM OR ANY PORTION THEREOF ACQUIRED BY THE CUSTOMER UNDER THIS AGREEMENT.

SECTION 8 - Customer Role

- (a) Customer shall be responsible for the handling, transportation and disposal of all hazardous wastes in strict accordance with local, State and Federal regulations. CES's Scope is predicated on the viability of this project without the requirement for removal, encapsulation, or abatement of any hazardous substances or wastes (including asbestos). In the event CES, its subcontractors, agents, or vendors encounter hazardous waste or substances (including asbestos) during performance of the work, it shall take no action but shall notify Customer of the presence of the hazardous waste or substance, and await Customer's direction as to how to proceed.
- (b) Protection. Customer shall at all times act reasonably to protect the ECMs from damage, theft or injury to the same extent and in the same manner in which it protects its other property.
- (c) Storage: Customer will provide reasonable rent free space for CES, or any of its subcontractors, to mobilize and store its supplies, tools and equipment during installation of the ECMs or other activities by CES within the Property pursuant to this Agreement for which such storage may be required. Said storage space shall be provided with locking capacity acceptable to CES. Only CES, or any of CES's subcontractors, and the Customer's assigned personnel shall have access to the storage. Customer assumes no responsibility nor will Customer provide any additional security for the storage provided.

SECTION 9 - Defaults by Customer and CES

- (a) Customer shall be in default under this Agreement upon the occurrence of any of the following:
 - (i) Customer fails to pay when due any amount to be paid under this Agreement and such failure continues for a period of ten (10) days after notice of overdue payment;
 - (ii) Customer fails to perform or meet any of its required duties or obligations under this Agreement and fails to cure such failure and the effects of such failure within thirty (30) days of receipt of notice of default, unless such failures and effects cannot be completely cured within thirty (30) days after said written notice, in which case a default shall exist only if Customer does not commence and diligently pursue to cure such failure and effects as soon as possible;
 - (iii) Customer goes into receivership, or makes an assignment for the benefit of creditors whether voluntary or involuntary, or a petition is filed by or against the Customer under any bankruptcy, insolvency or similar law and such petition is not dismissed within sixty (60) days; or
- (b) CES shall be in default under this Agreement upon the occurrence of the following:
 - CES fails to perform or meet any of its required duties or obligations under this Agreement and fails to cure such failure or effects of such failure within thirty (30) days of receipt of written notice of default, unless such failure or effects cannot be completely cured within thirty (30) days after said written notice, in which case a default shall exist only if CES does not commence and diligently pursue to cure such failure as soon as possible.

SECTION 10 - Remedies for Defaults

- (a) In the event Customer defaults under this Agreement, CES may:
 - (i) may bring actions for any remedies available at law or in equity or other appropriate proceedings for the recovery of damages, (including amounts past due), and/or bring an action in equity for specific performance; and
 - (ii) without recourse to legal process, CES may terminate this Agreement by delivery of written notice of termination.
- (b) In the event CES defaults under this Agreement, Customer may terminate this Agreement and bring an action in law for damages not to exceed contract value.

SECTION 11 - Dispute Resolution

- (a) In the event of a dispute, controversy, or claim arising under or related to this Agreement, Customer shall deliver a written notice setting forth in reasonable detail the matter in question to CES. Any complaint or dispute which cannot be settled by negotiation between the Parties within sixty (60) days of such notice may upon the request of either party be submitted to mediation then arbitration pursuant to paragraph (b).
- (b) Any dispute, controversy, or claim arising out of or relating to this Agreement, or any breach or alleged breach thereof, shall, upon the request of any party, if not resolved under (a) above, be submitted to and settled by arbitration or mediation in conformance with the applicable commercial rules of the American Arbitration Association. Mediation shall be utilized prior to arbitration as the method to resolve a dispute. Any arbitration award rendered shall be final and conclusive on the parties, and a judgment therein may be entered only in a state or federal court having jurisdiction. The expense of mediation or arbitration shall be borne equally by the parties, provided that each party shall pay for and bear the cost of its own experts, evidence, and counsel.
- (c) No request for mediation, arbitration or pending arbitration shall suspend or otherwise affect the Customer's obligation to timely pay any applicable invoices submitted by CES as provided in Section 2.

SECTION 12 - Reserved

SECTION 13 - Indemnification

Each party shall indemnify and hold harmless the other party, its directors, officers, agents and employees from and against all damages, penalties, loss, claims, demands, suits, causes of action or expense (including reasonable attorney's fees) arising by reason of bodily injury or damage to third parties or their property to the extent caused by the physical negligence or willful act of the indemnifying party or any party for which it is legally responsible and not caused by the negligence or willful act of the indemnified party or any party for which it is legally responsible.

SECTION 14 - Limitation of Liability

- (a) Except to the extent the Termination Amount (if any) may be found to include such amounts, without limitation, neither party shall be liable to the other for any consequential, indirect, special or incidental damages, whether based upon warranty, negligence, strict liability, contract, by operation of law, or otherwise.
- (b) Notwithstanding any other provision of this Agreement, CES's, its officers, employees, agents, affiliates, or subcontractors' aggregate liability in contract, tort, or otherwise, without limitation, under this Agreement, shall in all cases be limited to the sum of the payments to be received by CES under Section 2 of this Agreement.

SECTION 15 - Insurance

- (a) Without limiting any of its obligations or liabilities under this Agreement, CES shall provide and maintain at its expense the following insurance coverages where reasonable market availability for such insurance exists:
 - (i) Workers' Compensation and Employer's Liability Insurance.
 - (ii) Comprehensive General Liability Insurance, including contractual: Bodily Injury per person, \$1 million; Bodily Injury per occurrence, \$1 million; Property Damage per occurrence, \$1 million; Personal Injury per occurrence, \$1 million.
 - (iii) Comprehensive automobile liability (including owned, non-owned and hired automotive equipment): Bodily Injury per person, \$1 million; Bodily Injury per occurrence, \$1 million; Property Damage per occurrence, \$1 million.
- (b) Without limiting any of its obligations or liabilities under this Agreement, Customer will, at its expense, maintain at all times during the Term of this Agreement, fire and extended coverage, public liability and product damage insurance with respect to the System and all its components thereof in such amounts, covering such risks, and with such insurers as shall be satisfactory to CES. CES shall be designated a named additional insured on such policies, and its interests shall be primary to any insurance it procures.

SECTION 16 - Agreement Interpretation and Performance

The interpretation and performance of this Agreement, and the interpretation and enforcement of the rights of the Parties hereunder, shall be in accordance with and controlled by the laws of State of California. In the event of any ambiguity or conflict in meaning, the terms of this Agreement shall not be construed against the drafting Party based upon that Party's having drafted this Agreement. All lawsuits commenced under this Agreement shall be brought in that State Court having jurisdiction over matters arising in the county in which this contract shall be performed.

SECTION 17 - Privileged and Proprietary Information

CES's systems, means, cost, and methodologies of evaluating, implementing, accomplishing and determining energy savings and the terms of the Agreement for this Project shall be considered privileged and proprietary information. Customer shall use the same level of effort to protect and safeguard such information as it employs to safeguard its own confidential information. Customer shall not disclose such proprietary information without the express written consent of an officer of CES unless required to do so by statute or regulation. When any request for disclosure of such information is made under any applicable freedom of information law ("FOIL"), Customer will provide prompt verbal and written notice to CES such that CES will have the opportunity to timely object under FOIL should it desire to object to such disclosure of that information in whole or in part. In the event that Customer is required to make a filing with any agency or other governmental body, which includes such information, Customer shall notify CES and cooperate with CES in order to seek confidential treatment of such information included within any such filing or, if all such information cannot be protected from disclosure, to request that Customer be permitted to redact portions of such information, as CES may designate, from that portion of said filing which is to be made available to the public. It should be noted that this agreement and all attachments are public records pursuant to the CPRA and that any documents that CES wants deemed confidential will be clearly marked as such and the customer will protect to the extent allowed by law.

SECTION 18 - Severability

In the event that any clause or provision of this Agreement or any part thereof shall be declared invalid by any court having jurisdiction, such invalidity shall not affect the validity or enforceability of the remaining portions of this Agreement.

SECTION 19 - Assignments and Subcontracting

- (a) CES may elect to use subcontractors of its selection in meeting its obligations hereunder.
- (b) CES shall not assign this Agreement in whole or in part to any other party without first obtaining the consent of Customer, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, CES may assign, without obtaining the consent of Customer, its rights and obligations under this Agreement in whole or in part to any affiliated or associated company of CES and its rights under this Agreement to any financial institution, lender or investor in connection with a leasing or financing arrangement for the System. CES will notify Customer thirty (30) days prior to any such assignment.

SECTION 20 - Waiver

The failure of either Party, at any time or times, to enforce any right or obligation with respect to any matter arising in connection with this Agreement shall not constitute a waiver as to future enforcement of that right or obligation, or any other right or obligation under this Agreement.

SECTION 21 - Force Majeure

(a) If either Party shall be unable to carry out any part of its obligations under this Agreement (except Customer's obligation to make payments when due) due to causes beyond its control ("Force Majeure"), including but not limited to an act of God, strikes, lockouts or other industrial disturbances, acts of public enemies, orders or restraints of any kind of the government of the United States or any state or any of their departments, agencies, or officials, or any other civil governmental, military or judicial authority, war, blockage, insurrection, riot, sudden action of the elements, fire, explosion, flood, earthquake, storms, drought, landslide, or explosion or nuclear emergency, this Agreement shall remain in effect but the affected Party's obligations shall be suspended for a period equal to the disabling circumstances, provided that:

- (i) the non-performing Party gives the other Party prompt written notice describing the particulars of the Force Majeure, including but not limited to the nature of the occurrence and its expected duration, and continues to furnish timely regular reports with respect thereto during the period of Force Majeure;
 - (ii) the suspension of performance is of no greater scope and of no longer duration than is required by the Force Majeure;
 - (iii) no obligations of either Party that arose before the Force Majeure causing the suspension of performance are excused as a result of the Force Majeure;
 - (iv) the non-performing Party uses reasonable efforts to remedy its inability to perform; and
 - (v) the Term of this Agreement, at CES's option, shall be extended for a period equal to the number of days that the Force Majeure prevented the non-performing Party from performing.
- (b) Any decision by Customer to close or change the use of the facilities at the Property shall not constitute a Force Majeure excusing Customer's performance under this Agreement.

SECTION 22 - Contract Documents

- (a) Upon execution of this Agreement by both Parties, this Agreement will become the complete and exclusive statement of the agreement between the Parties and supersedes all proposals, prior agreements and all other communication, oral or written, between the Parties relating to the subject matter of this Agreement.
- (b) Headings are for the convenience of reference only and are not to be construed as a part of the Agreement.
- (c) In addition to any other legal effect intended by the signature of Customer on this Agreement, such signature also constitutes representation by Customer that the individual signing on behalf of Customer is authorized to bind Customer as provided under this Agreement.

SECTION 23 – Independent Contractor

Nothing in this Agreement shall be construed as reserving to Customer any right to exercise any control over or to direct in any respect the conduct or management of business or operations of CES's on the Property. The entire control or direction of such business and operations shall be in and shall remain in CES, subject only to CES's performance of its obligations under this Agreement. Neither CES nor any person performing any duties or engaged in any work on the Property on behalf of CES shall be deemed an employee or agent of Customer.

The Customer and CES are independent of one another and shall have no other relationship relating to or arising out of this Agreement. Neither Party shall have or hold itself out as having the right or authority to bind or create liability for the other by its intentional or negligent act or omission, or to make any contract or otherwise assume any obligation or responsibility in the name of or on behalf of the other Party.

SECTION 24 - Notices

All notices and other communication under this Agreement (other than regularly scheduled monthly payments) shall be deemed properly given upon receipt if delivered in person or sent by registered mail, return receipt requested and postage prepaid, addressed as follows:

To CES:
Compass Energy Solutions LP

Attention: Fred Ghahramani

To Victor Valley College:

Attention: Stephen R. Garcia

Either Party may change such address from time to time by written notice to the other Party.

SECTION 25 -Third Party Beneficiaries

Except as may be specifically provided for in this Agreement, the Parties hereto do not intend to create any rights for, or grant any remedies to, any third party beneficiary of this Agreement.

SECTION 26 - Representations and Warranties

Each Party warrants and represents to the other that:

- (a) It has all requisite power, authority, licenses, permits, and franchises, corporate or otherwise, to execute and deliver this Agreement and perform its obligations hereunder;
- (b) Its execution, delivery, and performance of this Agreement have been duly authorized by, or are in accordance with, as to CES, its organic instruments and, as to Customer, by all requisite municipal, board, or other action and are not in breach of any applicable law, code or regulation; this Agreement has been duly executed and delivered by the signatories so authorized, and constitutes each Party's legal, valid and binding obligation;
- (c) Its execution, delivery, and performance of this Agreement shall not result in a breach or violation of, or constitute a default under, any agreement, lease or instrument to which it is a party or by which it or its properties may be bound or affected; and
- (d) It has not received any notice, nor to the best of its knowledge is there pending or threatened any notice of any violation of any applicable laws, ordinances, regulations, rules, decrees, awards, permits or orders which would materially adversely affect its ability to perform hereunder.
- (e) The persons executing this Agreement are fully authorized by law to do so.
- (f) In addition, Customer warrants and represents to CES that Customer has obtained or shall obtain all necessary governmental, legal, administrative and any other approval necessary for it to enter into this Agreement.

SECTION 27 - Notifications of Governmental Action - Occupational Safety and Health

The Parties agree to notify each other as promptly as is reasonably possible upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act or any other provision of federal, state or local law, relating in any way to the undertakings of either Party under this Agreement.

SECTION 28 - References

Unless otherwise stated all references to a particular Attachment or to Attachments herein are to the referenced Attachment or Attachments which are attached to this Agreement and all such referenced Attachments are incorporated by reference within this Agreement. All references herein to a Section shall refer to a Section of this Agreement unless this Agreement specifically provides otherwise.

SECTION 29 - Approval

This Agreement shall not be executory until all necessary State or local approvals are obtained.

IN WITNESS WHEREOF, the duly authorized officers or representatives of the Parties have set their hand on the date first written above with the intent to be legally bound.

Victor Valley College

Compass Energy Solutions

(Name) _____

(Name) Fred Ghahramani

(Title) _____

(Title) President & CEO

Date: _____

Date: _____

ATTACHMENTS:

ATTACHMENT A - PROPERTY DESCRIPTION

ATTACHMENT B – DESCRIPTION OF THE SYSTEM

ATTACHMENT C – SCHEDULE OF PAYMENTS

ATTACHMENT D – CHANGE ORDER FORM

ATTACHMENT E-1, E-2 - DELIVERY AND ACCEPTANCE CERTIFICATES

ATTACHMENT F – NOTICE TO PROCEED

ATTACHMENT G – PERFORMANCE SCHEDULE

ATTACHMENT A

PROPERTY DESCRIPTION

The following facilities, areas and operations at the Customer's facilities are included in the Scope of Work detailed in Attachment B and, for the purposes of this Agreement, constitute the Property:

1. Building 50 (Student Services 2) and Building 52 (Student Services 1) of the campus located at 18422 Bear Valley Road, Victorville, CA 92395.

ATTACHMENT B

DESCRIPTION OF THE SYSTEM

The following pages provide a description of the System to be installed by CES at the Property. Installation of the System is subject to change if CES discovers unforeseen conditions at the Property that render its preliminary analysis of the Property inaccurate.

BUILDING 52 (STUDENT SERVICES 1) - SCOPE OF WORK:

- Furnish and install one (1) new VFD and motor / pulleys / belts for the supply fan of AHU-1. Horse power is 7.5 HP. Our Electrical Contractor will modify power supply as required.
- Furnish and install one (1) new VFD and motor / pulleys / belts for the return/exhaust fan of AHU-1. Horse power is 5.0 HP. Our Electrical Contractor will modify power supply as required.
- Replace Damper Section, Actuators on Bottom, Offset second set of dampers, independent operation Hot/Cold (24 Dampers)
- control two BacNet enabled VFD's (7.5HP supply fan and 5HP return fan) and 24 dampers (12 cold and 12 hot)
- The supply fan VFD will modulate to maintain duct static pressure. The return fan VFD will modulate to maintain building static pressure
- The dampers will modulate between minimum position and maximum position based on room temperature
- Installation of duct static pressure and building static pressure sensors, control of VFD's both BacNet interface and hardwire (start/stop only), computer generated graphics, all pipe, all required conduit shall be EMT (no rigid), all wire, all control damper actuators, all temperature controllers, all modifications to the server and graphics, project engineering, technical labor to commission the system
- Relocate existing condensing unit from return air plenum to outdoors
- Furnish Check Test & Start, 1 year warranty.

BUILDING 50 (STUDENT SERVICES 2) - SCOPE OF WORK:

- Furnish and install one (1) new VFD and motor / pulleys / belts for the supply fan of AHU-1. Horse power is 7.5 HP. Our Electrical Contractor will modify power supply as required.
- Furnish and install one (1) new VFD and motor / pulleys / belts for the return/exhaust fan of AHU-1. Horse power is 5.0 HP. Our Electrical Contractor will modify power supply as required.
- Replace Damper Section, Actuators on Bottom, Offset second set of dampers, independent operation Hot/Cold (18 Dampers)
- control two BacNet enabled VFD's (7.5HP supply fan and 5HP return fan) and 18 dampers (9 cold and 9 hot)
- The supply fan VFD will modulate to maintain duct static pressure. The return fan VFD will modulate to maintain building static pressure
- The dampers will modulate between minimum position and maximum position based on room temperature
- Installation of duct static pressure and building static pressure sensors, control of VFD's both BacNet interface and hardwire (start/stop only), computer generated graphics, all pipe, all required conduit shall be EMT (no rigid), all wire, all control damper actuators, all temperature controllers, all modifications to the server and graphics, project engineering, technical labor to commission the system
- Furnish Check Test & Start, 1 year warranty.

Exclusions

- Permits or fees, dumpster fees, equipment protection, fire alarm work, furnish or installation or wiring of smoke detectors, fire smoke dampers, dampers, fire calk/ stopping, core drilling, any mechanical equipment or devices, repair or replacement of any existing control devices or panels not specifically stated above, asbestos or hazardous material abatement, premium time (over time, weekend, nights, holidays, etc), any cutting, patching or painting work.

ATTACHMENT C

SCHEDULE OF PAYMENTS

Compass Energy Solutions

Project: Victor Valley College
Payment Schedule
Feb 15, 2014

Payments Schedule	% of Project	Dollar Amount	Invoice Date
Total Project Cost	100%	\$ 383,165.00	
MOBILIZATION			
Total Mobilization	25.0%	\$ 91,001.00	2/15/2014
Less 5% retention			
PROGRESS 1			
Total Progress 1 @ 60%	35.0%	\$ 127,402.00	4/15/2014
Less 5% retention			
PROGRESS 2			
Total Progress 2 @ 100%	40.0%	\$ 145,603.00	5/15/2014
Less 5% retention			
PROGRESS 3			
Retention	5.0%	\$ 19,159.00	6/15/2014
TOTAL PAYMENT			
Total Payment	100.0%	\$ 383,165.00	
Including Retention			

ATTACHMENT D**CHANGE ORDER FORM**

(Request & Agreement for Change in Plans and/or Specifications and/or Contract)

Change Request No. _____

Customer: _____

Department: _____

Project No. _____ Contract No. _____ Site: _____

Title: _____

I. REQUEST

Date: _____

(a) Requested by _____ Of _____

(b) Description of change _____
_____**II. CES's AGREEMENT**

For all costs involved in this change including extensions of time herein requested CES proposes to perform the work described in accordance with the provisions of the subject Agreement and certifies that the attached cost data is accurate, complete and current, and mathematically correct.

Payment shall be made on the basis of:

Cost Plus Basis

"not-to-exceed"

(Computed in accordance with provisions
of this Agreement)

If necessary, attach detailed estimates and breakdown for above in accordance with change order instruction. A claim for work performed under protest may be submitted in writing.

An extension of contract time of _____ calendar days to _____ is requested.

COMPASS ENERGY SOLUTIONS _____ by _____ Date: _____

CUSTOMER APPROVAL:

Date: _____

Customer _____ Contract Award
Previous Deductions
By: _____
Title: _____
Total

Previous Additions \$
Net Total \$
This Change \$
\$

ATTACHMENT E-1

DELIVERY AND ACCEPTANCE CERTIFICATE**UPON SUBSTANTIAL COMPLETION**

Customer hereby acknowledges receipt of that portion of the Energy Efficiency Measures (the "ECMs") described in the applicable Attachment B to the Energy Services Agreement (the "Agreement") between Customer and CES, as fully installed and in good working condition, which are listed and attached hereto. Customer hereby accepts the ECMs listed hereto after full inspection thereof as satisfactory for all purposes of the Agreement. Customer agrees to make the required payment(s) to CES as set forth in Section 2 and Attachment C of the Agreement.

Date Accepted by Customer: _____

Accepted for: **Customer**

Accepted by: _____

Name: _____

Title: _____

Note: ECMs to which this Delivery and Acceptance Certificate relates is attached hereto as Schedule E -
1.

ATTACHMENT E-2

**FINAL DELIVERY AND ACCEPTANCE CERTIFICATE
UPON SUBSTANTIAL COMPLETION**

Customer hereby acknowledges receipt of all Energy Efficiency Measures (the "ECMs") described in the applicable Attachment B to the Energy Services Agreement (the "Agreement") between Customer and CES, as fully installed and in good working condition. Customer hereby accepts the ECMs listed hereto after full inspection thereof as satisfactory for all purposes of the Agreement. Customer agrees to make the required payment(s) to CES as set forth in Section 2 and Attachment C of the Agreement.

Date Accepted by Customer: _____

Accepted for: **Customer**

Accepted by: _____

Name: _____

Title: _____

Note: ECMs to which this Delivery and Acceptance Certificate relates is attached hereto as Schedule E-2.

ATTACHMENT F NOTICE TO PROCEED

NOTICE TO PROCEED

Compass Energy Solutions

President

Subject: Notice to Proceed

Dear Mr. Ghahramani:

In accordance with Section 4 of our Energy Services Agreement dated _____, 2014, the Customer hereby submits to CES this **Notice to Proceed** in relation to the Scope of Services defined in the aforementioned Agreement, Attachment B.

Sincerely,

CUSTOMER

(Name)

Date: _____

ATTACHMENT G

PERFORMANCE SCHEDULE

**Victor Valley College
Proposition 39 Phase 1 Energy Efficiency Projects
Student Service Buildings 50 and 52**

ECM Summary Phase 1						
ECM No.	ECM Description	Annual Electric Consumptions Savings (kWh)	Estimated Annual Electric Cost Savings	Project Cost	Estimated CCC/IOU Incentive	Net Project Cost
1	Multi zone modification to dual deck, VFD and Control upgrades	263,162	\$ 44,738	\$ 383,165	\$ 63,158	\$ 320,007
Total Annual		263,162	\$ 44,738	\$ 383,165	\$ 63,158	\$ 320,007

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

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

TOPIC: ACADEMIC SECOND-YEAR CONTRACT RECOMMENDATION

SUBMITTED BY: Rocio Chavez

RECOMMENDED BY: Trinda Best Trinda Best

APPROVED BY: Peter Allan Peter Allan

Description/Background:

According to Education Code 87608.5 requirements, second-year contract employees must be evaluated in accordance with established procedures.

Need:

The following employees are currently second-year academic employees, and formal board action on continuing employment is required:

Nichole Dubal (Mathematics)
Anthony Bonato (Construction Technology)

Fiscal Impact:

Budgeted item

Recommended Action:

It is recommended that the Board of Trustees enter into a contract with the above employees for the following two academic years 2014-2016.

Legal Review: YES ___ NOT APPLICABLE X ___

Reference for Agenda: YES ___ NO X ___

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

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

TOPIC: RENEWAL OF ADMINISTRATOR CONTRACT

SUBMITTED BY: Rocio Chavez

RECOMMENDED BY: Trinda Best Trinda Best

APPROVED BY: Peter Allan Peter Allan

Description/Background:

The Board will consider renewing the following Administrative contract for 1 year based on satisfactory evaluations:

Director, EOPS/CARE

Need: Board approval is needed to renew administrator contracts.

Fiscal Impact: Budgeted

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

Legal Review: YES ___ NOT APPLICABLE X ___

Reference for Agenda: YES X ___ NO ___

BOARD OF TRUSTEES OF THE
VICTOR VALLEY COMMUNITY COLLEGE DISTRICT

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

Date of Offer: 2/12/14

The Board of Trustees of the Victor Valley Community College District offers you employment in the position of Director, EOPS/CARE for the period commencing 7/1/2014 and ending on 6/30/15. This offer of employment is valid for ten (10) calendar days from the date of offer specified above. Your failure to accept this offer and to enter into this contract within the ten-day period will result either in the offer expiring, or, if you are employed, will result in your employment as an administrator being at-will at the pleasure of the Board of Trustees, pursuant to Section 72411.5 of the Education Code.

This contract expires on 6/30/15. Pursuant to Education Code Section 72411, you are to be provided notice by 3/15/2015 before the expiration of this contract of non-renewal. Otherwise, the contract will renew for the same duration and terms as described in subsection (c) of Education Code Section 72411.

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

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

Pursuant to Government Code Section 53260, if this contract is terminated, the maximum cash settlement that you may receive is to be an amount equal to your monthly salary multiplied by the number of months left on the unexpired term of the contract. The parties agree that regardless of Government Code Section 53260, the maximum cash settlement you will receive will be your monthly salary multiplied by three (3) to reflect a total of three (3) months' salary as a total and complete severance.

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

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

BOARD OF TRUSTEES OF THE VICTOR VALLEY COMMUNITY COLLEGE DISTRICT

By _____
Peter Allan, Interim Superintendent President

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

Carl Smith

Date _____