



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

Date: November 10, 2015

Place: **Closed Session:** 5-6:00 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** 5 p.m.
 - ROLL CALL
 - PLEDGE OF ALLEGIANCE
 - ANNOUNCEMENT OF ITEMS DELETED OR CORRECTED FROM THE AGENDA

CLOSED SESSION ~ West Wing Conference Room

2. **CLOSED SESSION** 5-6:00 p.m.
 - 2.1 **ANNOUNCEMENT OF CLOSED SESSION ITEMS:**

CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION
Significant exposure to litigation pursuant to subdivision (b) of Government
Code section 54956.9.
Claimant: Daniel LeGeer

CONFERENCE WITH LABOR NEGOTIATIONS –
Government Code Section 54957.6
District Representative: Roger Wagner and Trinda Best
Employee Organization: CSEA, CTA, AFT Part-Time Faculty United

CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION
Government Code Section 54956.9(b)
Claimant: Anthony Camarena

- 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 closed session 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)

2.3 ADJOURN TO CLOSED SESSION

OPEN SESSION REGULAR MEETING AGENDA ~ Board Room

4. OPEN SESSION REGULAR MEETING 6 p.m.

4.1 Closed Session Report

4.2 SUPERINTENDENT/PRESIDENT'S REPORT

- Academic Senate
- Foundation
- Accreditation Steering Committee Update

4.3 REPORTS (3 minute limit per report)

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

Employee Groups

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

5. CONSENT AGENDA

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

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)

APPROVAL OF CONSENT ITEMS

YES ___ NO ___

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

5.1 Approval of the Minutes of the October 13, 2015 Regular Board of Trustees meeting.

- 5.2 Contract – America’s Xpress Rent-A-Car
Ratification of the Contract between Victor Valley Community College District and America’s Xpress Rent-A-Car for the use in transporting K-12 and Community College partners, to assess and input immersive technology classrooms, site visits, budget monitoring and meeting with industry representatives per the sub-recipient agreements with the partners to carry out RAMP UP Program objectives within their schools based on the requirements of the California Career Pathways Trust 2014 Award #14-25239-67921-00. The term of this contract is July 1, 2015 through June 30, 2016. Fiscal Impact: Estimated charges of \$550.00 per month from the District, RAMP UP, grant funded, budgeted item.
- 5.3 Independent Contractor Agreement – The RP Group
Ratification of the Independent Contractor Agreement between Victor Valley Community College District and The RP Group to conduct three Student Support sessions on November 17. The presenter will engage the campus community in conversations about how the college can further help students achieve the “Six Success Factors” 2015. Fiscal Impact: \$2,500.00, includes travel expenses, grant funded, budgeted item.
- 5.4 Independent Contractor Agreement – Center for Organizational Responsibility & Advancement
Ratification of the Independent Contractor Agreement between Victor Valley Community College District and the Center for Organizational Responsibility & Advancement to conduct three workshops on December 11, 2015. The professional development series is based on insights from research and practice relevant to men of color in Community Colleges. Fiscal Impact: \$10,000.00 (includes travel expenses), grant funded, Student Equity, budgeted item.
- 5.5 Contract Maintenance Agreement – ECMC Solutions
Ratification of the Contract Maintenance Agreement between Victor Valley Community College District and ECMC Solutions for loan default prevention services for use in the Financial Aid Department. The period for this agreement is October 15, 2015 through June 30, 2016. Fiscal Impact: \$24,000.00, BFAP, Categorical funding, budgeted item.
- 5.6 Curriculum Changes
Approval of the Curriculum Changes made on September 24, 2015 and October 8, 2015 that have been recommended by the College Curriculum Committee. Fiscal Impact: None.
- 5.7 Agreement – Carl’s Jr.
Ratification of the Agreement between Victor Valley Community College District and Carl’s Jr to provide catering services for a Student Services Block Party Outreach Event. The event will be held at Victor Valley Community College. The period for this agreement is October 28, 2015. Fiscal Impact: Not to exceed \$5,717.46, Student Equity funds, budgeted item.
- 5.8 Agreement– 911 Safety Equipment
Ratification of the Agreement between Victor Valley Community College District and 911 Safety Equipment for the rental of firefighter gear to be used by students enrolled in the fall 2015 and spring 2016 Fire Academy. The period of this agreement is July 15, 2015 through June 30, 2016. Fiscal Impact: No direct student impact. Students pay the \$580.00 materials fee upon registration, and the Fire program will withdraw the collected funds to pay the vendor. It is more cost effective for the student to rent the firefighter gear as it would cost the District \$1,800.00 per outfit (coat, pant, boots, gloves, hood and suspenders) if purchased.
- 5.9 Agreement – CareerAmerica, LLC
Ratification of the Agreement between Victor Valley Community College District and CareerAmerica LLC for a Financial Aid TV. This includes the set-up and hosting, custom online portal for FATV Basic “Get Answers” Service. The period of this agreement is January 1, 2016 through December 31, 2016. Fiscal Impact: \$5,000.00, grant funded, BFAP, budgeted item.

- 5.10 Agreements – Apple Valley Fire Protection District
Ratification of the Agreement between Victor Valley Community College District and Apple Valley Fire Protection District, Fleet Maintenance Division, to provide general maintenance on various fire apparatus vehicles. The period for this agreement is September 1, 2015 through June 30, 2016. Fiscal Impact: Estimated cost of \$5,000.00 per annum. budgeted item.
- 5.11 2016-2017 Academic Calendar
Approval of the Victor Valley Community College District 2016-2017 Academic Calendar to fulfill the contractual obligation between the District and CTA. Fiscal Impact: None
- 5.12 Independent Contractor Agreement- Byron Low, I-Woven
Ratification of the Independent Contractor Agreement between Victor Valley Community College District and Byron Low to be the key note speaker and workshop presenter at the “Small Business and Entrepreneur Winter Camp”. The period of this agreement is January 23, 2016. Fiscal Impact: \$4,500.00, grant funded from the Workforce Employment Development Department through the California Community College Chancellor’s Office (DSN Grant), budgeted item.
- 5.13 Agreement – Iron Mountain Records Management
Ratification of the Agreement between Victor Valley Community College District and Iron Mountain Records Management for the storage of Admissions & Records Department records. The term for this agreement is September 1, 2015 and shall continue for five (5) years after the commencement date. Fiscal Impact: Estimated annual cost of \$1,353.36, budgeted item.
- 5.14 Independent Contractor Agreement – Interaction Institute for Social Change
Ratification of the Independent Contractor Agreement between Victor Valley Community College District and Interaction Institute for Social Change to create, coordinate and facilitate a two-day “Facilitating Change” workshop for Regional Key talents. The period of this agreement is from December 10, 2015 to December 11, 2015. Fiscal Impact: \$9,400.00, grant funded from the Workforce Employment Development Department through the California Community College Chancellor’s Office (DSN Grant), budgeted item.
- 5.15 Contract – H & L Charter Co., Inc.
Ratification of the Contract between Victor Valley Community College District and H & L Charter Co., Inc. to provide bus transportation for the Puente Program Students to attend various events. The period for these Contracts begin October 9, 2015 and end November 13, 2015. Fiscal Impact: Estimated charges \$9,880.87, Student Equity grant, budgeted item.
- 5.16 Agreement – Apple Valley Communications
Ratification of the Agreement between Victor Valley Community College District and Apple Valley Communications to enhance technology functions, support instruction, and enrich the educational learning experience for students in the Nursing Fundamentals lab. Fiscal Impact: \$3,639.50 Bond Funded.
- 5.17 Agreement – Cooley Construction, Inc.
Ratification of the Agreement between Victor Valley Community College District and Cooley Construction, Inc. for emergency clean-up at various locations on campus due to damage caused by the storm on September 8, 2015. Fiscal Impact: \$4,552.50, Fund 78.
- 5.18 Independent Contractor Agreement – Riverside Community College District
Ratification of the Independent Contractor Agreement between Victor Valley Community College District and Riverside Community College District for a Non-Traditional Employment for Women Workshop promoting programs and services designed to help Community Colleges attract students, help students achieve success, provide a pathway from High School to Community College, and encourage continued economic advancement within the

- region. Fiscal Impact: \$8,000.00, grant funded from the Workforce Employment Development Department through the California Community College Chancellor's Office (DSN Grant) budgeted item.
- 5.19 Contract – Ebmeyer Charter & Tour
Ratification of the Contract between Victor Valley Community College District and Ebmeyer Charter & Tour to provide charter bus transportation for the Men's Soccer team on Friday, October 23, 2015. Fiscal Impact: Estimated charges, \$1,395.00, budgeted item.
- 5.20 Purchase Agreement – Olpin Group
Ratification of the Purchase Agreement between Victor Valley Community College District and the Olpin Group for the purchase of two new instructor chairs to replace old instructor chairs that are beyond their useful life. Fiscal Impact: Estimated cost, \$911.04, Physical Plant Instructional Support Grant.
- 5.21 Agreement – Shipley Construction & Plumbing
Ratification of the Agreement between Victor Valley Community College District and Shipley Construction & Plumbing to remove and replace a parking lot light standard that was damaged during the recent storm in Parking Lot #5. Fiscal Impact: \$8,600.00, Fund 78.
- 5.22 Agreement – Shipley Construction & Plumbing
Ratification of the Agreement between Victor Valley Community College District and Shipley Construction & Plumbing to construct a retaining wall under the Counseling/Administration Building #55. During the summer storm in September, the lake water levels rose and entered into the mechanical room under Building #55 causing damage to the electrical equipment. The retaining wall will help prevent this from happening in the future. Fiscal Impact: \$14,750.00, Fund 71.
- 5.23 Board of Trustees Payments Report
Approval of the Board of Trustees Payments Report Fiscal Impact: None
- 5.24 Agreement – Corona Clay Company
Ratification of the agreement between Victor Valley Community College District and Corona Clay Company to provide infield and mound clay for our baseball field. Fiscal Impact: \$4,661.76, Fund 71.
- 5.25 Amend Agreement – H & H Elevator Services
Ratification of the Amended Agreement between Victor Valley Community College District and H & H Elevator Services, which was originally ratified by the Board of Trustees on June 9, 2015 to include preventative maintenance on the wheel chair lifts on the main campus. The additional preventative maintenance must be included into the agreement in order to become compliant with recent State mandated requirements. The original agreement amount for the 2015-2016 fiscal year was \$16,800.00; the amendment increases it by \$66.66 per month. Fiscal Impact: \$599.94, Budgeted item for the 2015-2016 Fiscal Year.
- 5.26 Agreement – Masco & Sons
Ratification of the Agreement between Victor Valley Community College District and Masco & Sons to remove an existing 7.5 ton HVAC unit and install a new 10 ton unit at Student Services 1, Building #52. Fiscal Impact: \$14,850.00, Fund 71.
- 5.27 Agreement – Victorville Glass Co., Inc.
Ratification of the Agreement between Victor Valley Community College District and Victorville Glass Co., Inc. for the replacement of a 60" x 132" window in the main entrance at the RPSTC. The exterior pane of the dual glass window shattered sometime in October. This is not uncommon in glass panes of this size, especially in high-temperature fluctuation environments such as Apple Valley. This is a safety concern and must be replaced. Fiscal Impact: \$6,336.00, Fund 71.

- 5.28 Agreement – Ferrilli Information Group, Inc.
Ratification of the Agreement between Victor Valley Community College District and Ferrilli Information Group, Inc. to purchase Solution Assurance for E-Commerce Shopping Cart, an online campus store platform used by various departments on campus to streamline payment processes for community education courses for the 2015/16 fiscal year. Fiscal Impact: \$1,000.00, budgeted item.
- 5.29 Agreement – Lynda.Com
Ratification of the Agreement between Victor Valley Community College District and Lynda.com to purchase on-demand/on-line technical training for Technology and Information Resources staff on applications and system used to support campus instructional and operational services. This training will allow for more timely training and education, and greatly reduce the cost and requirement to send technical staff to training at remote locations. Fiscal Year. Fiscal Impact: \$12,600.00, budgeted item.
- 5.30 Non-Classified Temporary Employees
Approval of the Non-Classified temporary employees as listed. Fiscal Impact: budgeted.
- 5.31 Amended Agreement – Vavrinek, Trine & Day Com., LLP
Ratification of the Amended Agreement between Victor Valley Community College District and Vavrinek, Trine & Day Com., LLP to provide audit services for fiscal year 2015-2016. The annual financial and compliance audit is required under Education Code Section 84040-Fiscal Accountability. Fiscal Impact: Budgeted item from Fund 01, not to exceed \$43,800.00 for Annual Audit, and not to exceed \$10,300 for the Proposition 39 (Bond) Financial & Performance Audit.
- 5.32 Independent Contractor Agreement – Kristine J. Exton, Esq.
Ratification of the Independent Contractor Agreement between Victor Valley Community College District and Kristine J. Exton, Esq. for an additional \$1,380.00 for investigative services to the District. Approval of the increase is needed to meet the total obligation of \$11,380.00 billed. This contract was originally approved on March 10, 2015 for up to \$10,000.00. Fiscal Impact: Increase \$1,380.00 including expenses, budgeted item.
- 5.33 Repair Contract – H & H Elevator Services
Ratification of the Repair Contract between Victor Valley Community College District and H & H Elevator Services to repair two (2) elevators that are old and need to be replaced located in the Learning Resource Center, Building #41. Fiscal Impact: \$1,960.00, budgeted item.
- 5.34 Proposal Agreement – Credentials Order Processing Services
Ratification of the Proposal Agreement between Victor Valley Community College District and Credentials Order Processing Services to provide parking permits for all of Victor Valley College and Excelsior Education Center. Fiscal Impact: \$3,600.00, budgeted item.
- 5.35 Agreement – Beckman Coulter
Ratification of the Agreement between Victor Valley Community College District and Beckman Coulter for the servicing of the Centrifuge equipment used in the Biology Department. Fiscal Impact: \$4,275.00, budgeted item.

ACTION AGENDA

PUBLIC COMMENTS RELATED TO ACTIONS ITEMS

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

6. BOARD OF TRUSTEES

- 6.1 Separate approval of items pulled from consent agenda

YES ___ NO ___

10. ADMINISTRATIVE SERVICES

- 10.1 FY 2016-2017 Continued Funding Application

Approval of the FY 2016-2017 Continued Funding Application in order to comply with CDE-EESD funding requirements. The California Department of Education, Child Development Division (CDE-CDD) requires that the Board of trustees be informed that the FY 2016-2017 Continued Funding Application was submitted with the intention of obtaining ongoing California State Preschool Program (CSPP) funds for the Victor Valley College Child Development Laboratory Classroom. Fiscal Impact: Earning capability of approximately \$120,000 for FY 2016-2017

- 10.2 Agreement – Balfour Beatty Construction

Approval of the Agreement between Victor Valley Community College District and Balfour Beatty Construction for the construction of the Vocational Complex Expansion and Renovation on the Main Campus of Victor Valley College. Fiscal Impact: For a total Maximum Allowable Price (MAP) \$4,500,000.00, sufficient funding is available through the Measure JJ Bond proceeds.

11. HUMAN RESOURCES

- 11.1 AFT PART – TIME FACULTY UNITED AGREEMENT

Approval of the agreements ratified by the Part-Time Faculty Association (AFT) concerning reopeners on the articles for contract year 2015-2016. Fiscal Impact: \$140,000.00, budget item.

YES ___ NO ___

12. INFORMATION/DISCUSSION

- 12.1 Quarterly Financial Reports

Submitted as an informational item. Fiscal Impact: None

- 12.2 Student Unpaid Internship Program – Johnson Construction & Development, Inc.

Submitted as an informational item. Fiscal Impact: None

- 12.3 Student Unpaid Internship Program – The Bradco Companies

Submitted as an informational item. Fiscal Impact: None

- 12.4 Student Unpaid Internship Program – The Daily Press

Submitted as an informational item. Fiscal Impact: None

13. PUBLIC COMMENTS RELATED TO NON-AGENDA ITEMS

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

14. BOARD COMMUNICATION

At this time, the Board of Trustees will report on the following directly related to their functions as Board members:

- *matters related to attendance at conferences*
- *professional affiliations*
- *community involvement*

15. ADJOURNMENT

YES ___ NO ___

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

Date: October 13, 2015

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

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

OPEN SESSION REGULAR MEETING AGENDA ~ Board Room

1. **CALL TO ORDER**

5 p.m.

The Board of Trustees of the Victor Valley Community College District met in Open Session on October 13, 2015 in the Board Room. Board President Brady called the meeting to order at 5:01 p.m.

TRUSTEE ROLL CALL

Joseph W. Brady, President; John Pinkerton, Vice President; Marianne Tortorici, Trustee; Dennis Henderson, Trustee.

Absent: Brandon Wood, Clerk; Gabrielle Galindo, Student Trustee.

Brandon Wood arrived at 5:09 p.m.

Student Trustee Gabrielle Galindo arrived at 6:00 p.m.

• **PLEDGE OF ALLEGIANCE**

Tim Isbell led the Pledge of Allegiance to the Flag.

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

11. 2 deleted from the agenda.

CLOSED SESSION ~ West Wing Conference Room

2. **CLOSED SESSION**

5-6 p.m.

2.1 **ANNOUNCEMENT OF CLOSED SESSION ITEMS:**

PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE

Public Employee No: 1003101315

(Government Code Section 54957(b)(1))

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

2.3 ADJOURN TO CLOSED SESSION

Board President Brady recessed to closed session at 5:03 p.m.

OPEN SESSION REGULAR MEETING AGENDA ~ Board Room

3. OPEN SESSION REGULAR MEETING

6 p.m.

3.1 Closed Session Report

At 6 p.m. Board President Brady reconvened the meeting and announced that there was nothing to report.

3.2 SUPERINTENDENT/PRESIDENT'S REPORT

- Academic Senate: Academic Senate President Claude Oliver reported out.
- Foundation: Foundation Board President Eric Schmidt reported out.

Board President Brady made a motion to move item 6.4 to the beginning of the agenda during the Foundation report, the motion was seconded by Trustee Wood.

President Roger Wagner recognized the foundation resolution and read it aloud.

Chief Leonard Knight provided a security update to the Board of Trustees regarding campus readiness and security.

Claude Oliver, Patricia Ellerson, and Justin Gatewood reported out on the Accreditation Steering Committee processes and upcoming events. Roger Wagner will send out an all call email to help populate the committees.

Board President Brady called a break at 7:08 p.m.

Board President Brady reconvened the meeting at 7:14 p.m.

Roger acknowledged the letter from the Chancellor's office stating that Stephen Garcia, the Director of Facilities and the office received an honorable mention award for our sustainable work for best overall project small District, HVAC unit project, and 100% post consumable recyclable glass.

Student Trustee Gabrielle Galindo introduced the ASB Executive Senator David Perez who provided an ASB goal update to the Board of Trustees. Vice President Jazmin Gailey reported out on Student Success.

4. 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.

Employee Groups

- CTA: Lisa Ellis reported out.
- CSEA: Justin Gatewood reported out.
- AFT Part-Time Faculty United: No Report
- Management: Stephen Garcia reported out.

5. CONSENT AGENDA

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

Public Comments: None

- 5.1 Approval of the Minutes of the September 08, 2015 Regular Board meeting and September 18, 2015 Special Board of Trustees meeting.

- 5.2 Agreement – University Enterprises Corporation at CSUSB
Ratification of the agreement between Victor Valley Community College District and University Enterprises Corporation at CSUSB to provide GED Prep and Basic Computer Skills training to clients of the California State Re-Entry Initiative (CSRI) based at CSUSB. The term of this agreement is July 1, 2015 through June 30, 2016, Fiscal Impact: \$50,000.00, **Income to the District.**
- 5.3 Clinical Facility Use Contract – Knolls West Post-Acute, LLC
Ratification of the Agreement between Victor Valley Community College District and Knolls West Post-Acute, LLC to provide clinical learning facilities for the Health Science programs. The agreement begins September 10, 2015 and will continue until either party chooses to terminate the agreement with a 30-day written notice no earlier than the end of the District term that is in session at the time. Fiscal Impact: None
- 5.4 Clinical Facility Use Contract – Southern Bone and Joint Clinic
Ratification of the Agreement between Victor Valley Community College District and Southern Bone and Joint Clinic to provide clinical learning facilities for the Health Science programs. The agreement begins October 01, 2015 and will continue for the term of two years. Either party may terminate the agreement with a 30-day written notice no earlier than the end of the District term that is in session at that time. Fiscal Impact: None
- 5.5 Rental Agreement – Bear Valley Party Rentals
Ratification of the Rental Agreement between Victor Valley Community College District and Bear Valley Party Rentals for equipment set up and tear down for various events held throughout the year by the Office of Instruction. The period for this agreement is July 1, 2015 through June 30, 2016. Fiscal Impact: \$2,000.00, budgeted item.
- 5.6 Library Online Database Subscriptions
Ratification of the library online database subscriptions between Victor Valley Community College District and the Community College Library Consortium to support online access to academic research and student learning in the library. The period of this agreement is January 1, 2016 through December 31, 2016. Fiscal Impact: \$17,910.22, budgeted item.
- 5.7 Independent Contractor Agreement – Bear Valley Party Rentals
Ratification of the Independent Contractor Agreement between Victor Valley Community College District and Bear Valley Party Rentals for equipment set up and tear down for various events held throughout the year by Student Services. The period of this agreement is July 1, 2015 to June 30, 2016. Fiscal Impact: \$600.00, budgeted item.
- 5.8 Agreement– Child Development Training Consortium
Ratification of the Agreement between Victor Valley Community College District and the Yosemite Community College District, Child Development Training Consortium continuing the 2014-2015 agreement. The term of this agreement is September 1, 2015 through June 30, 2016. Fiscal Impact: \$9,375.00 **Income to the District.** The grant must be earned through the enrollment of students who are currently employed in an early childhood setting.
- 5.9 Independent Contractor Agreement – Terrance Kurtz
Ratification of the Independent Contractor Agreement between Victor Valley Community College District and Terrance Kurtz for the filming of various sporting events to be posted on the web, etc. The period of this agreement is September 01, 2015 through December 31, 2015. Fiscal Impact: Not to exceed \$1,400.00, budgeted item.
- 5.10 Agreements – Municipal Emergency Services, Inc.
Ratification of the Agreement between Victor Valley Community College District and Municipal Emergency Services, Inc. (MES) to provide repair and flow testing on fire equipment. The service period for this agreement is August 01, 2015 through June 30, 2016. Fiscal Impact: Estimated charges \$16,284.54, budgeted item.

- 5.11 Independent Contractor Agreement – Rosario Marquez
Ratification of the Independent Contractor Agreement between Victor Valley Community College District and Rosario Marquez to facilitate Small Business and Entrepreneurial Summer Camp Workshops. The service period of this agreement is July 28, 2015 through July 30, 2015. Fiscal Impact: \$336.00, Grant Funded, Workforce Employment Development Department through the California Community College Chancellor's Office (DSN Grant), budgeted item.
- 5.12 Independent Contractor Agreement- Laura Sutton-Crites
Ratification of the Independent Contractor Agreement between Victor Valley Community College District and Laura Sutton-Crites to structure a regional "Small Business and Entrepreneur Winter Camp" with 12 Regional Community Colleges and surrounding High Schools. The period of this agreement is August 10, 2015 through January 31, 2016. Fiscal Impact: \$10,000.00, Grant Funded, Workforce Employment Development Department through the California Community College Chancellor's Office (DSN Grant), budgeted item.
- 5.13 Independent Contractor Agreement – Sage Business and Education, LLC
Ratification of the Independent Contractor Agreement between Victor Valley Community College District and Sage Business and Education, LLC for venue creation, speaker selection, break-out session coordination, venue set-up, event management, attendee registration and database coordination and logistics for the 2016 Small Business Educators Symposium. The term for this agreement is August 1, 2015 through June 30, 2016. Fiscal Impact: \$1,000.00, Grant Funded, Workforce Employment Development Department through the California Community College Chancellor's Office (DSN Grant), budgeted item.
- 5.14 Independent Contractor Agreement – Full Capacity Marketing
Ratification of the Independent Contractor Agreement between Victor Valley Community College District and Full Capacity Marketing to provide technical grant support services. The period of this agreement is August 24, 2015 through December 31, 2015. Fiscal Impact: Not to exceed \$16,000.00, AB 86 Adult Education State Planning Grant, budgeted item.
- 5.15 Agreement – California Early Childhood Mentor Program
Ratification of the Agreement between Victor Valley Community College District and Chabot-Las Positas Community College District on behalf of its California Early Childhood Mentor Program for the 2015-2016 Academic year. The period of this agreement is August 1, 2015 through July 31, 2016. Fiscal Impact: All eligible expenses incurred for this program will be reimbursed by the contractor, Chabot-Las Positas Community College District through the VVC Fiscal office.
- 5.16 Renewal Agreement - Sirsidynix Integrated Library System
Ratification of the Renewal Agreement between Victor Valley Community College District and Sirsidynix Integrated Library System that supports all daily function of library services to students and provides all aspects of library technical operations. Annual renewal for July 1, 2015 through June 30, 2016. Fiscal Impact: \$17,228.04, budgeted item.
- 5.17 Independent Contractor Agreement Amendment – Evgeniya Lindstrom
Approval of the Amended Independent Contractor Agreement between Victor Valley Community College District and Evgeniya Lindstrom extending her contract through December 30, 2015; originally board approved on June 9, 2015. Fiscal Impact: \$5,500.00, is grant funded from the Workforce Employment Development Department through the California Community College Chancellor's Office (DSN Grant).
- 5.18 Service Agreement – Apple Valley Communications
Ratification of the Service Agreement between Victor Valley Community College District and Apple Valley Communications for inspecting and troubleshooting the fire alarm panels on the VVC campus. Fiscal Impact: \$6,080.00, budgeted item.

5.19 Appointment – Citizens' Bond Oversight Committee

It is recommended that the Board of Trustees appoint Ms. Jazmin Gailey for an initial two-year term as the Student Enrolled and Active in a Community College support group. This appointment is for service on the Citizens' Bond Oversight Committee for the period of October 1, 2015 through September 30, 2017. Fiscal Impact: None.

5.20 Agreement – Victorville Glass Company, Inc.

Ratification of the Agreement between Victor Valley Community College District and Victorville Glass Company, Inc. to furnish and install a mirror to replace a damaged mirror in the restroom at the Counseling/Administration Building #55. Fiscal Impact: Estimated cost, \$763.52, budgeted item.

5.21 Service Agreement – RY Rodriguez, Inc.

Ratification of the Service Agreement between Victor Valley Community College District and RY Rodriguez, Inc. for the removal and replacement of the obsolete vapor recovery components on the 500 gallon, above ground fuel tank. In order to obtain compliance with the MDAQMD, the District must have the unit repaired, tested and permitted. Fiscal Impact: Estimated cost, \$7,976.00, budgeted item.

5.22 Purchase Agreement – G/M Business Interiors

Ratification of the Purchase Agreement between Victor Valley Community College District and G/M Business Interiors for the purchase of furniture for the main campus. The District was allocated funding for instructional support needs from the California Community Colleges' Chancellor's office through the 2015-2016 Budget Act [SB 852, Ch. 25/14, Item 6970-101-0001 (19)]. The District performed a campus-wide assessment and has determined the need to purchase replacement furniture at various locations as the existing furniture is beyond its useful life. Fiscal Impact: Estimated cost, \$7,320.65, Physical Plant Instructional Support Grant.

5.23 Board of Trustees Payments Report

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

5.24 Agreement – Frick, Frick, & Jette Architects, Inc.

Ratification of the agreement between Victor Valley Community College District and Frick, Frick, & Jette Architects, Inc. for architectural design, engineering and project management for the welding renovation, part of the overall Vocational Complex expansion and renovation project which was Board approved on June 14, 2011 by utilizing an existing three (3) year agreement with Frick, Frick, & Jette Architects, Inc. originally Board approved on April 9, 2013. Fiscal Impact: \$21,761.00, Local Bond Funded.

5.25 Rental Agreement – United Rentals

Ratification of the Rental Agreement between Victor Valley Community College District and United Rentals for the purpose of renting equipment as needed for the 2015-2016 Fiscal Year. Fiscal Impact: Estimated need for the 2015-2016 Fiscal Year: \$15,000.00, budgeted item.

5.26 Renewal Agreement – Datawatch

Ratification of the Renewal Agreement between Victor Valley Community College District and Datawatch for one year to continue maintenance support for Monarch software. This product provides the capability to extract, analyze and export data from existing reports without programming. The term of this agreement is October 1, 2015 through September 30, 2016. Fiscal Impact: \$500.97, budgeted item.

5.27 Agreement – Tricade Technologies (PowerPath)

Ratification of the Renewal Agreement between Victor Valley Community College District and Tricade Technologies to purchase PowerPath software which is needed to support and enhance data integrity on the network. This software is used in conjunction with the virtual

- desktop pilot and ultimately the placement of virtual desktops throughout campus. The term of this agreement is September 14, 2015 through September 30, 2016. Fiscal Impact: \$8,383.24, budgeted item.
- 5.28 Agreement – Action Duct Cleaning Company
Ratification of the Agreement between Victor Valley Community College District and Action Duct Cleaning Company to inspect and clean the kitchen exhausts fans in both the commercial and instructional cooking areas located in the Student Activities Center Building #44 for the 2015-2016 Fiscal Year. Fiscal Impact: \$3,650.00, budgeted item.
- 5.29 Renewal Agreement – Prudential Overall Supply
Ratification of the Renewal Agreement between Victor Valley Community College District and Prudential Overall Supply for work uniforms, dry mops, and shop rags for use on campus for the 2015-2016 Fiscal Year. Fiscal Impact: \$13,000.00, budgeted item.
- 5.30 Agreement – Pacific Floor Company
Ratification of the Agreement between Victor Valley Community College District and Pacific Floor Company to provide stage floor sanding and refinishing services at Building #54. Fiscal Impact: \$11,900.00, Fund 71.
- 5.31 Agreement – Thermal Combustion Innovators, Inc.
Ratification of the Agreement between Victor Valley Community College District and Thermal Combustion Innovators, Inc. to properly dispose of all bio-hazardous medical waste on campus for the 2015-2016 Fiscal Year. Fiscal Impact: \$1,000.00, budgeted item.
- 5.32 Renewal Agreement– Ana Septic
Ratification of the Renewal Agreement between Victor Valley Community College District and Ana Septic for pumping services and a once annual jetting of plumbing lines connected to the grease interceptor at the Student Activities Center for the 2015-2016 Fiscal Year. Fiscal Impact: \$2,030.00, budgeted item.
- 5.33 Agreement – Cal-Lift
Ratification of the agreement between Victor Valley Community College District and Cal-Lift to perform diagnostic service for the Maintenance Department forklift for the 2015-2016 Fiscal Year. Fiscal Impact: \$551.88, budgeted item, not including freight.
- 5.34 Agreement – Executive Cleaning Services
Ratification of the agreement between Victor Valley Community College District and Executive Cleaning Services for janitorial services at Southern California Logistics Airport where VVC holds classes for the 2015-2016 Fiscal Year. Fiscal Impact: \$13,140.00, budgeted item.
- 5.35 Agreement – Apple Valley Communications
Ratification of the renewal agreement between Victor Valley Community College District and Apple Valley Communications to provide fire systems monitoring for the new Health & Science Building #33. Fiscal Impact: \$540.00, budgeted item.
- 5.36 Non-Classified Temporary Employees
Approval of the Non-Classified temporary employees as listed. Fiscal Impact: budgeted.
- 5.37 Award Contract – Performing Arts Center Curtains
Approval to award the contract to Stagecraft Industries, Inc. to replace the PAC stage curtains as they are old and due to their age no longer meet current fire ratings and must be replaced. Fiscal Impact: \$27,425.00, Fund 71.

- 5.38 Emergency Repairs - Hampton Tedder Companies
Ratification of the Agreement between Victor Valley Community College District and Hampton Tedder Companies for emergency repair of the transformer equipment located in the Counseling/Administration Building #55 which was damaged due to the lake rising from the storm on September 8, 2015. Per Public Contract Code 20113/20654, in an emergency, when repairs to a facility are necessary to continue existing college classes and services the District may enter into a contract without advertising for bids. Fiscal Impact: \$39,498.59, Fund 78.
- 5.39 Approval of Designated Representative to Serve s Official VVC Representative on the Victor Valley Adult Education Consortium for the 2015-2016 Fiscal Year
Approval to appoint Dr. Peter Maphumulo, Executive Vice President of Instruction & Student Services to serve as the District Representative on the Victor Valley Adult Education Regional Consortium through June 30, 2016. Fiscal Impact: None.
- 5.40 Repair Contract – H & H Elevator Services
Ratification of the Repair Contract between Victor Valley Community College District and H & H Elevator Services for the load testing, service and repairs of four (4) campus elevators located in Buildings 21, 41, and 54. Fiscal Impact: \$4,700.00, budgeted item.
- 5.41 Agreement – Masco & Sons Heating-Air Conditioning
Ratification of the Agreement between Victor Valley Community College District and Masco & Sons Heating-Air Conditioning for the repair of inoperable HVAC units at the Vocational Education Drafting classroom. Fiscal Impact: \$3,180.00, budgeted item.
- 5.42 MOU – AB86 Adult Education Victor Valley Community College District Regional Planning Consortium
Ratification of the Memorandum of Understanding between Victor Valley Community College District and the K-12 School Districts comprising the scope of service for the AB 86 Adult Education Victor Valley College District Regional Planning Consortium. K-12 School District(s); Snowline Joint Unified School District, Victor Valley Union High School District and Hesperia Unified High School District. The service period is July 1, 2015 through December 31, 2015. Fiscal Impact: \$35,700.00, AB86 Adult Education State Planning Grant, budgeted item.
- 5.43 Independent Contractor Agreement – Jean Huff
Ratification of the Independent Contractor Agreement between Victor Valley Community College District and Jean Huff to provide K16 Bridge Program coordination services at designated school sites. The service period for this agreement is August 31, 2015 through June 30, 2016. Fiscal Impact: Not to exceed \$1,000.00, budgeted item.
- 5.44 Independent Contractor Agreement – Marken Enterprises/Marken PPE Restoration
Ratification of the Independent Contractor Agreement between Victor Valley Community College District and Marken Enterprises/Marken PPE Restoration to provide compliant care and maintenance of protective ensembles for structural firefighting (NFPA 1851-2014 Edition); onsite repairs will be done with approval from the site coordinator. The service period for this agreement is September 01, 2015 through June 30, 2016. Fiscal Impact: \$2,000.00, budgeted item.
- 5.45 Curriculum Changes
Approval of the Curriculum Changes made on September 10, 2015 that have been recommended by the College Curriculum Committee. Fiscal Impact: None.

5.46 Agreement – Apple Valley Communications

Ratification of the Agreement between Victor Valley Community College District and Apple Valley Communications to repair existing fire alarm systems throughout the Victor Valley College Campus. After diagnosing the alarm systems on campus, many were found in need of service and repair in order to make them operable and to maintain compliance with fire codes. Fiscal Impact: Not to exceed \$50,000.00, budgeted item.

5.47 Lease Agreement – XEROX/ImageSource

Ratification of the Lease Agreement between Victor Valley Community College District and XEROX/ImageSource for the lease of a Xerox 5955 System for use in the Dr. Prem Reddy Health Sciences Building. The term for this agreement is August 2015 through June 2020. Fiscal Impact: Lease term is 60 months at \$207.56 per month with a per copy charge of \$.0049 per copy.

5.48 Agreement – Education, Leadership, Management Consulting Services, LLC.

Ratification of the Agreement between Victor Valley Community College District and Education, Leadership, Management Consulting Services, LLC for Skelly Services for the period of October 1, 2015 through June 30, 2016. Fiscal Impact: \$1,000.00, budgeted item.

ACTION AGENDA

Public Comments: None

6. BOARD OF TRUSTEES

6.1 Separate approval of items pulled from consent agenda
None

6.2 Board Resolution No. 15-11, California State University, San Bernardino 50th Anniversary Resolution

It was MSC (Henderson/Wood, 5-0) to Approve Resolution No. 15-11, acknowledging California State University, San Bernardino 50th Anniversary Resolution. Fiscal Impact: None.

6.3 Second Reading – Revised Board Policy 2740, Board Education

It was MSC (Wood/Tortorici, 5-0) to approve the second read for revised Board Policy 2740, Board Education. Fiscal Impact: None

6.4 **MOVED ITEM TO 3.2 FOR DISCUSSION** Board Resolution No. 15-12, Victor Valley Community College District Foundation 40th Anniversary Resolution

It was MSC (Wood/Pinkerton, 5-0) to adopt Resolution #15-12 recognizing the Victor Valley Community College District Foundation 40th Anniversary Resolution. Fiscal Impact: None.

11. HUMAN RESOURCES

11.1 Public Hearing on the CSEA Collective Bargaining Reopener Proposals

- a) The Board president hereby declares the hearing open.
- b) The public may now comment on the CSEA Collective Bargaining Reopener Proposals.
- c) The Board president hereby declares the hearing closed.

Fiscal Impact: None

The Board President hereby declared the hearing open to accept comments regarding the Public Hearing on the CSEA Collective Bargaining Reopener Proposals; the Board President hereby declared the hearing closed.

It was MSC (No motion) to close the hearing.

11.2 DELETED - AFT Part-Time Faculty United Agreement

Approval of the ratified articles which is necessary to amend the contract with AFT Part-Time Faculty United. The District and the Part-Time Faculty Association have met and reached an agreement concerning reopeners on the attached articles for contract year 2015-2016. Fiscal Impact: \$12,000.00, budgeted item.

12. INFORMATION/DISCUSSION

12.1 Quarterly Financial Reports

Submitted as an informational item. Fiscal Impact: None

13. PUBLIC COMMENTS RELATED TO NON-AGENDA ITEMS: Robert Reed, Margaret Kagy

14. BOARD COMMUNICATION

At this time, the Board of Trustees will report on the following directly related to their functions as Board members:

- *matters related to attendance at conferences*
- *professional affiliations*
- *community involvement*

Marianne Tortorici reported out.

Brandon Wood: Nothing to report.

Gabrielle Galindo reported out.

John Pinkerton reported out.

Dennis Henderson reported out.

Joseph W. Brady reported out.

15. ADJOURNMENT

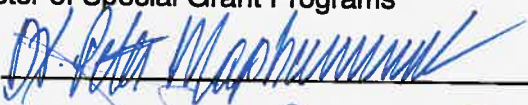

It was MSC (Pinkerton/Wood, 5-0) to adjourn the meeting at 8:42 p.m.

Brandon Wood, Clerk

Date Approved

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

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

TOPIC: CONTRACT – AMERICA'S XPRESS RENT-A-CAR
SUBMITTED BY: Amber Allen, Director of Special Grant Programs
RECOMMENDED BY: Peter Maphumulo 
APPROVED BY: Roger W. Wagner 

Description/Background:

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

VENDOR

ALLOCATION

America's XPRESS Rent-a-Car

Estimated charges - \$550.00 per month + tax

Need:

Rental car needed for transportation to K-12 and Community College partners, to assess and input immersive technology classrooms, site visits, budget monitoring and meetings with industry representatives per Sub-Recipient Agreement commitment.

Fiscal Impact:

Budgeted. Estimated charges of \$550.00 per month from the District – RAMP UP Grant Funded

Recommended Action:

It is recommended by the Superintendent/President that the Board of Trustees ratify the contract with America's Xpress Rent-A-Car for RAMP UP transportation needs. The contract dates are July 1, 2015 through June 30, 2016.

Legal Review: 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: INDEPENDENT CONTRACTOR AGREEMENT – THE RP GROUP

SUBMITTED BY: Herb English, Associate Dean, Student Equity and Success

RECOMMENDED BY: Peter Maphumulo 

APPROVED BY: Roger W. Wagner 

Description/Background:

The District desires to ratify an Independent Contractor Agreement between Victor Valley Community College District and The RP Group to conduct the following Student Support sessions on November 17, 2015:

- Student Support (Re)defined: How We Can All Support Student Success
- Student Support (Re)defined: What VVC Students Say about the Support They Need to Succeed
- Student Support (Re)defined: How Faculty Can Support Student Success

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

Need:

The presenter will engage the campus community in conversations about how the college can further help students achieve the "six success factors."

Fiscal Impact:

Budgeted item. \$2500 (includes travel expenses) – Grant Funded, Student Equity

Recommended Action:

It is recommended by the Superintendent/President that the Board of Trustees ratify the Independent Contractor Agreement between Victor Valley Community College District and The RP Group to conduct three Student Support sessions on November 17, 2015.

Legal Review: YES NOT APPLICABLE

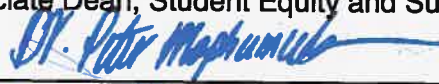
Reference for Agenda: YES NO

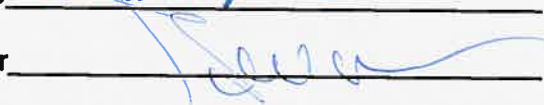
**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM**

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

TOPIC: INDEPENDENT CONTRACTOR AGREEMENT – CENTER FOR ORGANIZATIONAL RESPONSIBILITY & ADVANCEMENT

SUBMITTED BY: Herb English, Associate Dean, Student Equity and Success

RECOMMENDED BY: Peter Maphumulo 

APPROVED BY: Roger W. Wagner 

Description/Background:

The District desires to ratify an Independent Contractor Agreement between Victor Valley Community College District and the Center for Organizational Responsibility & Advancement to conduct the following workshops on December 11, 2015:

- Teaching Men of Color in Community Colleges
- Counseling and Advising Men of Color in Community Colleges
- Institutional Responsibility and the Success of College Men of Color

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

Need:

This professional development series is based on insights from research and practice relevant to men of color in community colleges.

Fiscal Impact:

Budgeted item. \$10,000 (includes travel expenses) – Grant Funded, Student Equity

Recommended Action:

It is recommended by the Superintendent/President that the Board of Trustees ratify the Independent Contractor Agreement between Victor Valley Community College District and the Center for Organizational Responsibility & Advancement to conduct three workshops on December 11, 2015.

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 MAINTENANCE AGREEMENT – ECMC SOLUTIONS

SUBMITTED BY: Jason Judkins, Director of Financial Aid

RECOMMENDED BY: Peter Maphumulo

APPROVED BY: Roger W. Wagner

Description/Background:

The District desires to ratify a contract maintenance agreement between Victor Valley Community College District and ECMC Solutions for loan default prevention services. The period of this agreement is October 15, 2015 through June 30, 2016.

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

Need:

For use in Financial Aid Department.

Fiscal Impact:

Budgeted - \$24,000.00 - BFAP categorical funding. Agreement includes a pre-paid annual fee for engagement services and iGrad financial literacy platform of \$15,000 plus a monthly fee of \$5.40 multiplied by the number of delinquent borrowers serviced by ECMC as of original placement of the account, pro-rated for days serviced and subsequently as of the 15th of each month. Not to exceed \$9,000 for the 9 month contract.

Recommended Action:

It is recommended by the Superintendent/President that the Board of Trustees ratify a contract maintenance agreement between Victor Valley Community College District and ECMC Solutions for loan default prevention services. The period of this agreement is October 15, 2015 through June 30, 2016.

Legal Review: YES NOT APPLICABLE

Reference for Agenda: YES NO


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

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

TOPIC: CURRICULUM CHANGES

SUBMITTED BY: Rolando Regino, Dean of Instruction

RECOMMENDED BY: Peter Maphumulo



APPROVED BY: Roger W. Wagner

Description/Background:

The College Curriculum Committee meets on a regular basis to review course changes that have been proposed by the instructional departments. The modifications of existing courses and the proposed new courses that were approved by the committee on September 24, 2015 and October 8, 2015 are listed on the attached sheet.

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

Fiscal Impact:

None.

Recommended Action:

It is recommended by the Superintendent/President that the Board of Trustees approve the curriculum changes made on September 24, 2015 and October 8, 2015 and have been recommended by the College Curriculum Committee.

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: Carl Smith, Director, EOPS

RECOMMENDED BY: Peter Maphumulo 

APPROVED BY: Roger W. Wagner 

Description/Background:

The District desires to ratify an agreement between Victor Valley Community College District and Carl's Jr. to provide catering services. The period for this agreement is October 28, 2015.

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

Need:

To provide catering services for a Student Services Block Party Outreach Event. The event will be held at Victor Valley Community College.

Fiscal Impact:

Budgeted – Not to exceed \$5,717.46 – Student Equity Funds

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 October 28, 2015.

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 – 911 SAFETY EQUIPMENT
SUBMITTED BY: Ronald Graham, Dean, Health Sciences, Public Safety & Industrial Technology
RECOMMENDED BY: Peter Maphumulo 
APPROVED BY: Roger W. Wagner 

Description/Background:

The District wishes to ratify an agreement between Victor Valley Community College District and 911 Safety Equipment for the rental of firefighter gear to be used by students enrolled in the Fall 2015 and Spring 2016 Fire Academy. The period of this agreement is July 15, 2015 through June 30, 2016.

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

Need:

To provide students enrolled in the Fall 2015 and Spring 2016 Fire Academy with safety gear that meets or exceeds NFPA guidelines.

Fiscal Impact:

No direct fiscal impact. Students pay the \$580.00 materials fee upon registration, and the Fire program will withdraw the collected funds to pay the vendor. It is more cost effective for the student to rent the firefighter gear as it would cost the district \$1800 per outfit (coat, pant, boots, gloves, hood and suspenders) if purchased.

Recommended Action:



It is recommended by the Superintendent/President that the Board of Trustees ratify the agreement between Victor Valley Community College District and 911 Safety Equipment for the rental of firefighter gear to be used by students enrolled in the Fall 2015 and Spring 2016 Fire Academy. The period of this agreement is July 15, 2015 through June 30, 2016.

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 – CAREERAMERICA, LLC
SUBMITTED BY: Jason Judkins, Director, Financial Aid
RECOMMENDED BY: Peter Maphumulo 
APPROVED BY: Roger W. Wagner 

Description/Background:

The District desires to ratify a contract between Victor Valley Community College District and CareerAmerica (Financial Aid TV) for the set-up and hosting, custom online portal for FATV Basic "Get Answers" Service. The term for this agreement is January 1, 2016 through December 31, 2016.

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

Need:

To provide financial aid information to students

Fiscal Impact:

Budgeted - \$5,000 – Grant funded - BFAP

Recommended Action:

It is recommended by the Superintendent/President that the Board of Trustees ratify a contract between Victor Community College District and CareerAmerica (Financial Aid TV) for the set-up and hosting, custom online portal for FATV Basic "Get Answers" Service. The term for this agreement is January 1, 2016 through December 31, 2016.

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 – APPLE VALLEY FIRE PROTECTION DISTRICT

SUBMITTED BY: Ronald Graham, Dean, Health Sciences, Public Safety & Industrial Technology

RECOMMENDED BY: Peter Maphumulo 

APPROVED BY: Roger W. Wagner 

Description/Background:

The District desires to ratify an agreement with the Apple Valley Fire Protection District, Fleet Maintenance Division, to provide general maintenance on various fire apparatus vehicles. The period of this agreement is September 1, 2015 through June 30, 2016.

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

Need:

For the general maintenance and upkeep of the Fire Division's vehicles.

Fiscal Impact:

Budgeted item. Estimated cost of \$5,000 per annum.

Recommended Action:

It is recommended by the Superintendent/President that the Board of Trustees ratify the agreement with Apple Valley Fire Protection District, Fleet Maintenance Division, to provide general maintenance on various fire apparatus vehicles. The period of this agreement is September 1, 2015 through June 30, 2016.

Legal Review: YES NOT APPLICABLE

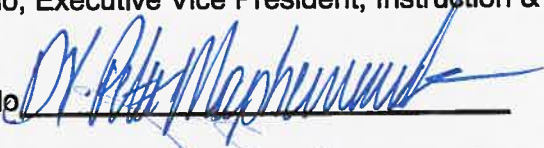
Reference for Agenda: YES NO

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

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

TOPIC: 2016-2017 ACADEMIC CALENDAR

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

RECOMMENDED BY: Peter Maphumulo 

APPROVED BY: Roger W. Wagner 

Description/Background:

The academic calendar is subject to negotiation per the collective bargaining agreement with the Faculty Association (CTA). Mandated holidays are set by the Chancellor's Office.

Need:

To fulfill the contractual obligation between the District and CTA.

Fiscal Impact:

None

Recommended Action:

It is recommended by the Superintendent/President that the Board of Trustees approve the 2016-2017 academic calendar as presented.

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: INDEPENDENT CONTRACTOR AGREEMENT: BYRON LOW, I-WOVEN

SUBMITTED BY: Lisa Kiplinger Kennedy, Deputy Sector Navigator

RECOMMENDED BY: Peter Maphumulo 

APPROVED BY: Roger W. Wagner 

Description/Background:

The Victor Valley Community College District wishes to enter into an Independent Contractor Agreement with Byron Low to be the key note speaker and workshop presenter at the "Small Business and Entrepreneur Winter Camp". The period of this agreement is January 23, 2016.

Need:

Promoting programs designed to inspire entrepreneurial skills, including soft skills, among high school and college students, help students achieve success in real world applications, provide a pathway from high school to Community College, and encourage continued economic advancement within the region.

Fiscal Impact:

Budgeted. \$4,500.00 - Grant funded from the Workforce Employment Development Department through the California Community College Chancellor's Office (DSN Grant).

Recommended Action:

It is recommended by the Superintendent/President that the Board of Trustees ratify the Independent Contractor Agreement with Byron Low to be the key note speaker and workshop presenter at the "Small Business and Entrepreneur Winter Camp". The period of this agreement is January 23, 2016.

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 – IRON MOUNTAIN RECORDS MANAGEMENT

SUBMITTED BY: Greta Moon, Director, Admissions & Records

RECOMMENDED BY: Peter Maphumulo 

APPROVED BY: Roger W. Wagner 

Description/Background:

The District desires to ratify an agreement between Victor Valley Community College District and Iron Mountain Records Management for the storage of Admissions & Records Department records. The period of this agreement is September 1, 2015 and shall continue for five (5) years after commencement date.

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

Need:

For use by the Admission & Records Department.

Fiscal Impact:

Budgeted item. Estimated annual cost of \$ 1,353.36

Recommended Action:

It is recommended by the Superintendent/President that the Board of Trustees ratify the agreement between Victor Valley Community College District and Iron Mountain Records Management for the storage of Admissions & Records Department records. The period of this agreement is September 1, 2015 and shall continue for five (5) years after commencement date.

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: INDEPENDENT CONTRACTOR AGREEMENT: INTERACTION
INSTITUTE FOR SOCIAL CHANGE

SUBMITTED BY: Lisa Kiplinger Kennedy, Deputy Sector Navigator

RECOMMENDED BY: Peter Maphumulo

APPROVED BY: Roger W. Wagner

Description/Background:

The Victor Valley Community College District wishes to enter into an Independent Contract Agreement with Interaction Institute for Social Change to create, coordinate and facilitate a two-day "Facilitating Change" workshop for Regional Key talents. The period of this agreement is from December 10, 2015 to December 11, 2015.

Need:

Promoting professional development for Regional Deputy Sector Navigators and Key Talent to ensure outcomes and objectives of regional grants are completed. These objectives include pathway creation, regionalization, and alignment of coursework throughout the region to encourage continued economic advancement within the region.

Fiscal Impact:

Budgeted. \$9,400.00 - Grant funded from the Workforce Employment Development Department through the California Community College Chancellor's Office (DSN Grant).

Recommended Action:

It is recommended by the Superintendent/President that the Board of Trustees ratify the Independent Contract Agreement with Interaction Institute for Social Change to create, coordinate and facilitate a two-day "Facilitating Change" workshop for Regional Key talents. The period of this agreement is from December 10, 2015 to December 11, 2015.

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 – H & L CHARTER CO INC
SUBMITTED BY: Arthur Lopez, Dean, Student Services
RECOMMENDED BY: Peter Maphumulo *Peter Maphumulo*
APPROVED BY: Roger W. Wagner *Roger W. Wagner*

Description/Background:

The District desires to ratify contracts between Victor Valley Community College District and H & L Charter Co. Inc., providing bus transportation for Puente and Transfer Students to attend the following events:

UCR Transfer Day	October 9, 2015
UC San Diego	October 17, 2015
USC Los Angeles	November 6, 2015
Cal Poly Pomona	November 6, 2015
San Bernardino Valley College	November 9, 2015
USC Transfer Day	November 13, 2015
Cal State Long Beach	December 4, 2015

Need:

To provide charter bus transportation for Puente Program Students to various events

Fiscal Impact:

Budgeted. Estimated charges \$9,880.87 – Student Equity Grant

Recommended Action:

It is recommended by the Superintendent/President that the Board of Trustees ratify a contract between Victor Valley Community College District and H & L Charter Co. Inc., providing bus transportation for Puente Program Students to attend various events. The period of these contracts begin October 9, 2015 and end November 13, 2015.

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 – APPLE VALLEY COMMUNICATIONS
SUBMITTED BY: Steve Garcia, Facilities Construction
RECOMMENDED BY: Steve Garcia Steve R Garcia
APPROVED BY: Roger W. Wagner [Signature]

Description/Background:

The District wishes to enter into an agreement with Apple Valley Communications to enhance the technology functions and how they support instruction in the Nursing Fundamentals lab.

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

Need:

This technology is needed to improve the Nursing Fundamentals lab and enhance the educational learning experience for students.

Fiscal Impact:

\$3,639.50 – Bond Funded

Recommended Action:

This item has been approved by the Superintendent/President, and it is recommended that the Board of Trustees ratify the agreement with Apple Valley Communications in the amount of \$3,639.50 to install enhanced technology in the Fundamentals Classroom.

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 – COOLEY CONSTRUCTION, INC.

SUBMITTED BY: Steve Garcia, Facilities Construction

RECOMMENDED BY: Steve Garcia Steve R Garcia

APPROVED BY: Roger W. Wagner Roger W. Wagner

Description/Background:

The District wishes to enter into an agreement with Cooley Construction, Inc. for emergency clean-up at various locations on campus due damage caused by the storm on September 8, 2015.

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

Need:

The storm on September 8, 2015 created an emergency situation on the VVCCD campus. These services were necessary to clean up areas that were adversely affected by the storm.

Fiscal Impact:

\$4,552.50 – Fund 78

Recommended Action:

This item has been approved by the Superintendent/President, and it is recommended that the Board of Trustees ratify the agreement with Cooley Construction, Inc. in the amount of \$4,552.50.

Legal Review: YES NOT APPLICABLE

Reference for Agenda: YES NO

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

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

TOPIC: INDEPENDENT CONTRACTOR AGREEMENT: RIVERSIDE
COMMUNITY COLLEGE DISTRICT

SUBMITTED BY: Lisa Kiplinger Kennedy, Deputy Sector Navigator

RECOMMENDED BY: Peter Maphumulo 

APPROVED BY: Roger W. Wagner 

Description/Background:

The Victor Valley Community College District wishes to enter into an Independent Contractor Agreement with Riverside Community College District for a Nontraditional Employment for Women Workshop. The event for 200 high school students will provide information about nontraditional employment opportunities through Career and Technical Education, in fields such as ICT, Welding, Automotive, HVAC, Digital Media, Athletic Training, and FTV. The workshop will include speakers with information regarding CTE programs, a financial aid workshop, introductions to student activities and clubs, dinner, and a full campus tour. The period of this agreement is July 14, 2015 to December 30, 2015.

Need:

Promoting programs and services designed to help community colleges attract students, help students achieve success, provide a pathway from high school to Community College, and encourage continued economic advancement within the region.

Fiscal Impact:

Budgeted. \$8000.00 -grant funded from the Workforce Employment Development Department through the California Community College Chancellor's Office (DSN Grant).

Recommended Action:

It is recommended by the Superintendent/President that the Board of Trustees ratify the Independent Contractor Agreement between Victor Valley Community College District and Riverside Community College District for a Non-Traditional Employment for Women Workshop. The period of this agreement is July 14, 2015 to December 30, 2015.

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- EBMEYER CHARTER & TOUR

SUBMITTED BY: Jaye Tashima, Director, Athletic Director

RECOMMENDED BY: Peter Maphumulo 

APPROVED BY: Roger W. Wagner 

Description/Background:

The District desires to ratify a contract between Victor Valley Community College District and Ebmeyer Charter & Tour to provide charter bus transportation for the Men's Soccer team on Friday, October 23, 2015.

Need:

To provide charter bus transportation for men's soccer team.

Fiscal Impact:

Budgeted. Estimated charges - \$1395.00

Recommended Action:

It is recommended by the Superintendent/President that the Board of Trustees ratify the contract between Victor Valley Community College District and Ebmeyer Charter & Tour to provide charter bus transportation for the Men's Soccer team on Friday, October 23, 2015.

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: PURCHASE AGREEMENT – OLPIN GROUP

SUBMITTED BY: Steve Garcia, Facilities Construction

RECOMMENDED BY: Steve Garcia *Steve Garcia*

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

Description/Background:

The District wishes to enter into a purchase agreement with Olpin Group for the purchase of two new instructor chairs.

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

Need:

New instructor chairs are needed to replace old instructor chairs that are beyond their useful life.

Fiscal Impact:

Estimated cost: \$911.04 – Physical Plant Instructional Support Grant

Recommended Action:

This item has been approved by the Superintendent/President, and it is recommended that the Board of Trustees ratify the purchase agreement with Olpin Group in the amount of \$911.04 for two new instructor chairs.

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 – SHIPLEY CONSTRUCTION & PLUMBING

SUBMITTED BY: Steve Garcia, Facilities Construction

RECOMMENDED BY: Steve Garcia *Steve R Garcia*

APPROVED BY: Roger W. Wagner *[Signature]*

Description/Background:

The District wishes to enter into an agreement with Shipley Construction & Plumbing to replace a parking lot standard that was damaged during the recent storm in Parking Lot #5.

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

Need:

A light post was knocked down by the summer storm in September, and needed to be replaced.

Fiscal Impact:

\$8,600.00 – Fund 78

Recommended Action:

This item has been approved by the Superintendent/President, and it is recommended that the Board of Trustees ratify the agreement with Shipley Construction & Plumbing in the amount of \$8,600.00 to remove and replace the broken light standard in Parking Lot #5.

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 – SHIPLEY CONSTRUCTION & PLUMBING

SUBMITTED BY: Steve Garcia, Facilities Construction

RECOMMENDED BY: Steve Garcia *Steve R Garcia*

APPROVED BY: Roger W. Wagner *[Signature]*

Description/Background:

The District wishes to enter into an agreement with Shipley Construction & Plumbing to construct a retaining wall under the Counseling/Administration Building #55.

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

Need:

During the summer storm in September, the lake water levels rose and entered into the mechanical room under Building #55, causing damage to the electrical equipment. The retaining wall will help prevent this from happening in the future.

Fiscal Impact:

\$14,750.00 – Fund 71

Recommended Action:

This item has been approved by the Superintendent/President, and it is recommended that the Board of Trustees ratify the agreement with Shipley Construction & Plumbing in the amount of \$14,750.00 to construct a retaining wall under the Counseling/Administration Building #55.

Legal Review: YES NOT APPLICABLE

Reference for Agenda: YES NO

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

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

TOPIC: BOARD OF TRUSTEES PAYMENTS REPORTS

SUBMITTED BY: Renee Reyes, Fiscal Services

RECOMMENDED BY: Karen Hardy 

APPROVED BY: Roger W. Wagner 

Description/Background:

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

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

Need: N/A

Fiscal Impact: None

Recommended Action:

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

Legal Review: YES NOT APPLICABLE

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 – CORONA CLAY COMPANY

SUBMITTED BY: Steve Garcia, Maintenance & Operations

RECOMMENDED BY: Steve Garcia Steve R Garcia

APPROVED BY: Roger W. Wagner Roger W Wagner

Description/Background:

The District wishes to enter into an agreement with Corona Clay Company to provide infield and mound clay for our baseball field.

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

Need:

The District's baseball fields are used extensively before the baseball season for practices and during the season for both continuing practices and the hosting of the home games. In order to ensure proper and safe play, a well packed and level playing field must be established and maintained. The clay mixture will enable the M&O crew to perform the needed maintenance for the field, and also provide for a professional and aesthetic appearance.

Fiscal Impact:

\$4,661.76 – 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 Corona Clay Company in the amount of \$4,661.76.

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: AMEND AGREEMENT – H&H ELEVATOR SERVICES

SUBMITTED BY: Steve Garcia, Maintenance & Operations

RECOMMENDED BY: Steve Garcia Steve R Garcia

APPROVED BY: Roger W. Wagner [Signature]

Description/Background:

The District wishes to amend its agreement with H&H Elevator Services, which was originally ratified by the Board of Trustees on June 9, 2015, to include preventative maintenance on the wheel chair lifts on the main campus.

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

Need:

This additional preventative maintenance must be included into the agreement in order to become compliant with recent State mandated requirements. The original agreement amount for the 2015 – 2016 fiscal year was \$16,800.00, and the amendment increases it by \$66.66 per month.

Fiscal Impact:

\$599.94 – Budgeted Item for the 2015 – 2016 Fiscal Year

Recommended Action:

This item has been approved by the Superintendent/President, and it is recommended that the Board of Trustees ratify the amendment to the agreement with H&H Elevator Services in the amount of \$599.94 for preventative maintenance on campus wheel chair lifts, as mandated by the State of California.

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 – MASCO & SONS
SUBMITTED BY: Steve Garcia, Maintenance & Operations
RECOMMENDED BY: Steve Garcia Steve R Garcia
APPROVED BY: Roger W. Wagner Roger W. Wagner

Description/Background:

The District wishes to enter into an agreement with Masco & Sons to remove an existing 7.5 ton HVAC unit and install a new 10 ton unit, at Student Services 1, Building (52).

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

Need:

To replace an existing failing HVAC system and install a new dependable, energy efficient system.

Fiscal Impact:

\$14,850.00 – Fund 71

Recommended Action:

This item has been approved by the Superintendent/President, and it is recommended that the Board of Trustees ratify the agreement with Masco & Sons in the amount of \$14,850.00.

Legal Review: YES NOT APPLICABLE

Reference for Agenda: YES NO

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

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

TOPIC: AGREEMENT – VICTORVILLE GLASS CO., INC.

SUBMITTED BY: Steve Garcia, Maintenance & Operations

RECOMMENDED BY: Steve Garcia *Stephen R Garcia*

APPROVED BY: Roger W. Wagner *[Signature]*

Description/Background:

The District wishes to enter into an agreement with Victorville Glass Co., Inc. for the replacement of a 60" x 132" window in the main entrance at the RPSTC (Regional Public Safety Training Center).

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

Need:

The exterior pane of the dual glass window at the RPSTC shattered sometime in October. This is not uncommon in glass panes of this large size – especially in high-temperature fluctuation environments such as Apple Valley. This is a safety concern, and must be replaced.

Fiscal Impact:

\$6,336.00 – 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 Victorville Glass Co., Inc. in the amount of \$6,336.00.

Legal Review: YES NOT APPLICABLE

Reference for Agenda: YES NO


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

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

TOPIC: AGREEMENT – FERRILLI INFORMATION GROUP, INC.

SUBMITTED BY: Frank Smith, Technology & Information Resources

RECOMMENDED BY: Frank Smith 

APPROVED BY: Roger W. Wagner 

Description/Background:

The District wishes to enter into an agreement with Ferrilli Information Group, Inc. to purchase Solution Assurance for E-Commerce Shopping Cart, an online campus store platform used by various departments on campus to streamline payment processes for community education courses for the 2015/16 fiscal year.

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

Need:

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

Fiscal Impact:

\$1,000.00 – Budgeted Item

Recommended Action:

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

Legal Review: YES 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 – LYNDA.COM

SUBMITTED BY: Frank Smith, Technology & Information Resources

RECOMMENDED BY: Frank Smith

APPROVED BY: Roger W. Wagner

Description/Background:

The District wishes to enter into a twenty-one month agreement with Lynda.com to purchase online technical training for IT and MIS staff. Term 10/1/15 – 6/30/17 (Item # IN-106, on the Campus Technology Project list).

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

Need: Provide on-demand/on-line technical training for Technology and Information Resources staff on applications and systems used to support campus instructional and operational services. This training will allow for more timely training and education, and greatly reduce the cost and requirement to send technical staff to training at remote locations.

Fiscal Impact:

\$ 12,600.00 – Budgeted Item

Recommended Action:

This item has been approved by the Superintendent/President, and it is recommended that the Board of Trustees ratify the agreement with Lynda.com in the amount of \$12,600.00.

Legal Review: YES NOT APPLICABLE

Reference for Agenda: YES NO

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

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

TOPIC: NON-CLASSIFIED EMPLOYEES

SUBMITTED BY: Trinda Best

RECOMMENDED BY: Trinda Best *Trinda Best*

APPROVED BY: Roger W. Wagner *[Signature]*

Description/Background:

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

Need:

Non-classified temporary employees per attached list.

Fiscal Impact:

Budgeted.

Recommended Action:

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

Legal Review: YES NOT APPLICABLE

Reference for Agenda: YES NO

SHORT-TERM WORKERS BOT APPROVAL LIST

VICTOR VALLEY COLLEGE		Excel - NonClassified Log.xls		October 13, 2015	
NON-CLASSIFIED EMPLOYEES					
REQUESTED DATES OF EMPLOYMENT	APPROVAL DATE	TYPE OF POSITION	POSITION	DEPARTMENT	DESCRIPTION OF DUTIES
Borini-Stewart, Andrea 10/01/15-03/15/16	11/10/2015	Short-Term Worker-Ratify	Asst. Coach-W. Basketball	Athletics	Assist head woman's basketball coach with Need additional assistance with payroll implementation of electronic timekeeping system, AB1522 Paid Sick Leave and payroll yearend.
Gutierrez, Laura 10/20/15-12/31/15	11/10/2015	Short-Term Worker-Ratify	Office Worker	Payroll	Assist staff as needed in bursar's office/fiscal services during Winter and Spring rush registration
Gutierrez, Laura 11/12/15-03/18/16	11/10/2015	Short-Term Worker	Office Worker	Fiscal Svcs/Bursar	Assist staff as needed in bursar's office/fiscal services during Winter and Spring rush registration
Ramos, Barbara 11/12/15-03/18/16	11/10/2015	Short-Term Worker	Office Worker	Fiscal Svcs/Bursar	Assist staff as needed in bursar's office/fiscal services during Winter and Spring rush registration

SHORT-TERM WORKERS BOT APPROVAL LIST

VICTOR VALLEY COLLEGE		Excel - NonClassified Log.xls		October 13, 2015	
NON-CLASSIFIED EMPLOYEES					
REQUESTED DATES OF EMPLOYMENT	APPROVAL DATE	TYPE OF POSITION	POSITION	DEPARTMENT	DESCRIPTION OF DUTIES
Reyes, Diane	11/16/15-03/31/16	Short-Term Worker	Office Worker	Bursar/Fiscal	Assist staff in Bursar's office during Winter and Spring 2016 and/or Fiscal Svcs. As needed
Roy, Kenneth	10/01/15-03/15/16	Short-Term Worker-Ratify	Asst. Coach-M. Basketball	Athletics	Assist head men's basketball coach with practice drills; game day and drive van's.
Saruwatari, Kristin	11/12/15-03/18/16	Short-Term Worker	Office Worker	Fiscal Svcs/Bursar	Assist staff as needed in bursar's office/fiscal services during Winter and Spring rush registration
Stanford, Shirley	11/11/15-03/04/15	Short-Term Worker	Office Worker	A & R	Assist classified staff with entering credit for CTE students
Williams, Clyde	10/01/15-03/15/16	Short-Term Worker-Ratify	Asst. Coach-W. Basketball	Athletics	Assist head coach with practice drills; game day; drive vans


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

BOARD CONSENT BOARD ACTION BOARD INFORMATION (no action required)

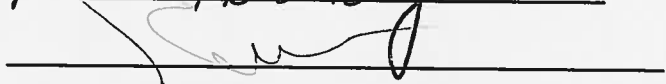
TOPIC: AMENDED AGREEMENT-VAVRINEK, TRINE & DAY COM., LLP

SUBMITTED BY: Karen Hardy, Fiscal Services Director

RECOMMENDED BY: Karen Hardy



APPROVED BY: Roger Wagner



Description/Background:

The District wishes to extend the audit services agreement with Vavrinek, Trine & Day Co. (VTD), for one year. Yearly audit include audited financial statement which are in compliance with provisions of law, regulations contracts and grant agreement, noncompliance and compliance matters. In addition VTD will perform required annual financial audit of the proceed of sale of bonds which is a required performance audit to ensure funds have been expended on the specific projects for the period beginning July 1, 2015 ending on June 30, 2016 with option to renew.

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

Need:

The annual financial and compliance audit is required under Education Code Section 84040-fiscal Accountability.

Fiscal Impact:

Budgeted Item from Fund 01, not to exceed \$43,800 for Annual Audit, and not to exceed \$10,300 for the Proposition 39 (Bond) Financial & Performance Audit.

Recommended Action:

It is recommended the Board of Trustees ratify the agreement between Victor Valley College and Vavrinek, Tine, Day & Co., LLP to provide audit services for fiscal year 2015-2016.

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: INDEPENDENT CONTRACT AGREEMENT—Kristine J. Exton, Esq.

SUBMITTED BY: Trinda Best

RECOMMENDED BY: Trinda Best Trinda Best

APPROVED BY: Roger W. Wagner R. Wagner

Description/Background:

The district wishes to increase the independent contract agreement amount with Kristine J. Exton, Esq. for an additional \$1,380 for investigative services to the district. This contract was originally approved on March 10, 2015 for up to \$10,000.

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

Need:

Approval of the increase is needed to meet the total obligation of \$11,380 billed

Fiscal Impact:

Increase of \$1,380.00 including expenses, budgeted item.

Recommended Action:

It is recommended that the Board of Trustees ratify the increase of \$1,380.00 for the agreement for consultant services by Kristine J. Exton, Esq, PC, as presented.

Legal Review: YES ___ NOT APPLICABLE X ___

Reference for Agenda: YES ___ NO X ___

Meeting Date: November 10, 2015

Item Number: 5.33

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

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

TOPIC: REPAIR CONTRACT – H&H ELEVATOR SERVICES
SUBMITTED BY: Steve Garcia, Maintenance & Operations
RECOMMENDED BY: Steve Garcia *Steve Garcia*
APPROVED BY: Roger W. Wagner *Roger W. Wagner*

Description/Background:

The District wishes to enter into a repair contract with H&H Elevator Services to repair the two (2) elevators located in the Learning Resource Center Building #41.

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

Need:

The control relays in the two (2) elevators located in the Learning Resource Center are old and worn out and need to be replaced.

Fiscal Impact:

\$1,960.00 – Budgeted Item

Recommended Action:

This item has been approved by the Superintendent/President, and it is recommended that the Board of Trustees ratify the repair contract with H&H Elevator Services in the amount of \$1,960.00 to repair the two (2) elevators located in the Learning Resource Center Building #41.

Legal Review: YES NOT APPLICABLE

Reference for Agenda: YES NO

Meeting Date: November 10, 2015

Item Number: 5.34

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM

BOARD CONSENT BOARD ACTION BOARD INFORMATION (no action required)

TOPIC: PROPOSAL AGREEMENT BETWEEN CREDENTIALS ORDER
PROCESSING SERVICES AND VICTOR VALLEY COLLEGE CAMPUS
POLICE

SUBMITTED BY: Leonard Knight, Chief of Police

RECOMMENDED BY: Leonard Knight 

APPROVED BY: Roger W. Wagner, President 

Description/Background:

Credentials is the college's vendor for the parking permit design and development of parking permits for Faculty/Staff and students as well as Excelsior High School students and staff.

Need:

Agreement between VVCCPD and Credentials Order Processing Services to provide parking permits for all of Victor Valley College and Excelsior Education Center.

Fiscal Impact:

\$3600.00 Budgeted

Recommended Action:

It is recommended that the Board of Trustees ratify the Agreement between Credentials Order Processing Services Inc. and Victor Valley College Campus Police Department to provide parking permits.

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 – BECKMAN COULTER
SUBMITTED BY: Hamid Eydgahi, Dean, Science, Technology, Engineering & Math
RECOMMENDED BY: Peter Maphumulo *Peter Maphumulo*
APPROVED BY: Roger W. Wagner *Roger W. Wagner*

Description/Background:

The District desires to ratify an agreement between Victor Valley Community College District and Beckman Coulter for the servicing of equipment used in the Biology Department. The period of this agreement is November 15, 2015 through November 14, 2016.

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

Need:

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

Fiscal Impact:

Budgeted item - \$4275.00

Recommended Action:

It is recommended by the Superintendent/President that the Board of Trustees ratify an agreement between Victor Valley Community College District and Beckman Coulter for the servicing of equipment used in the Biology Department. The period of this agreement is November 15, 2015 through November 14, 2016.

Legal Review: YES NOT APPLICABLE

Reference for Agenda: YES NO

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

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

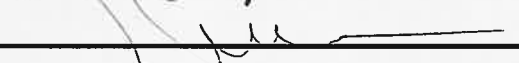
TOPIC: FY 2016-17 CONTINUED FUNDING APPLICATION

SUBMITTED BY: Kelley Johnson, Director

RECOMMENDED BY: Peter Maphumulo



APPROVED BY: Roger W. Wagner



Description/Background:

The California Department of Education – Child Development Division (CDE-CDD) requires that the Board of Trustees be informed that the FY 2016-17 Continued Funding Application was submitted with the intention of obtaining ongoing California State Preschool Program (CSPP) funds for Victor Valley College Child Development Laboratory Classroom.

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

Need:

Not applicable.

Fiscal Impact:

Earning capability of approximately \$120,000 for FY 2016-17.

Recommended Action:

It is recommended by the Superintendent/President that the Board of Trustees review the FY 2016-17 Continued Funding Application in order to comply with CDE-EESD funding requirements.

Legal Review: YES ___ NOT APPLICABLE X ___

Reference for Agenda: YES X NO ___

**Fiscal Year 2016-17
Continued Funding Application (EESD-3704)**

Review these instructions prior to completion of the Fiscal Year 2016-17 Continued Funding Application (EESD-3704).

1. Fill out the application and required attachments completely. To auto populate your legal contract name and vendor number; insert the information in the header on page 2. Your information should appear on subsequent header pages.
2. Documents must be signed in **blue ink**, by the contractor's authorized representative.
3. Documents must be printed single-sided.
4. **Early Education and Support Division will not accept electronic versions, files on computer discs, or facsimile applications. Applicants may mail or personally deliver applications. Application packages must be received at the following address on or before 6 p.m., December 1, 2015. Mail or deliver one (1) original and two (2) copies of the application packet and all required attachments to the address below:**

Fiscal Year 2016-17 Continued Funding Application
Early Education and Support Division
California Department of Education
1430 N Street, Suite 3410
Sacramento, CA 95814-5901

If there are any questions regarding the application process, contact the Early Education and Support Field Services Consultant listed on the Consultant Assignments Web page at <http://www.cde.ca.gov/sp/cd/ci/assignments.asp> or by phone at 916-322-6233.

Contractor's Legal Name Victor Valley Community College District	Vendor Number: 6792
-------------------------------------------------------------------------	----------------------------

Section I –Contractor Information	
Contractor "Doing Business As" (DBA)	Insert the DBA name, if applicable. Do not use DBA where Legal Name is requested.
The county number, vendor number, and the Federal Identification Number are the same numbers used on the contractor's Attendance and Fiscal Report for Child Development programs.	
County: Insert the two-digit county code 36	Federal Identification Number: Enter the Federal Identification Number 95-6006576
The information below must match the information in the Child Development Management Information System (CDMIS).	
Executive Director: Dr. Roger Wagner	Address: 18422 Bear Valley Road
City: Victorville, CA	Zip Code: 92395
Telephone Number: 760-245-4271 x 2922	Fax Number: 760-245-9019
E-mail Address: roger.wagner@vvc.edu	

Contractor's Legal Name Victor Valley Community College District

Vendor Number: 6792

Section II – Contract Types

Check all applicable boxes indicating the programs the contractor intends to continue to administer for the Fiscal Year 2016–17. The contractor agrees to continue implementation of these programs with funds provided by the CDE.

Center-Based and Family Child Care Home Programs

- California State Preschool Program (CSPP)
 - Full-Year Part-Year
- California Center-Based (CCTR)
 - Infant/Toddler
 - School-Age
 - Family Child Care Home Education Network (CCTR)
- Family Child Care Home Education Network (CFCC)
- Program for Special Needs Children (Handicapped) (CHAN)
- Migrant, Center-Based (CMIG) and Migrant Specialized Services (CMSS)

Alternative Payment Programs

- Alternative Payment Program (CAPP)
- CalWORKs Stage 2 (C2AP)
- CalWORKs Stage 3 (C3AP)
- Migrant Alternative Payment (CMAP)

Resource and Referral Programs

- Resource and Referral (CRRP)

Contractor's Legal Name	Vendor Number:
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Section III – Governing Board of Directors Contact Information				
Does the contractor have a Board of Directors? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No				
Complete contact information for the current year's Governing Board of Directors, including name, title, telephone number, mailing address, and e-mail address.				
Governing Board Member's Name	Title	Telephone Number	Mailing Address	E-mail Address
1. Joseph W. Brady	Board of Trustees President	760-954-4567	P.O. Box 2710, Victorville, CA 92393	jbrady@thebradcocompanies.com
2. John Pinkerton	Board of Trustees Vice President	760-954-2635	P.O. Box 721195, Pinon Hills, CA 92372	johnpinkerton@hotmail.com
3. Brandon A. Wood	Board of Trustees Clerk	714-856-5902	18411 Mojave St., Hesperia, CA 92345	Brandonawood@brandonawood.com
4. Dennis Henderson	Board of Trustee	760-964-3292	19585 Crest Drive, Apple Valley, CA 92307	g_hend@yahoo.com
5. Dr. Marianne Tortorici	Board of Trustee	619-890-7763	7919 SVL Box, Victorville, CA 92395	Marianne.tortorici@vvc.edu
6.				

Contractor's Legal Name Victor Valley Community College District

Vendor Number: 6792

Section IV – Allocation of Agency Funds

Only agencies with the following contract types must complete this form: CCTR, CSPP, CMIG, CHAN, C2AP, C3AP, CAPP, and CFCC.

The purpose of this form is to track contract funds as budgeted by service county. List all counties in which children are being served with the contract funds and show the percentage of funds spent in each service county for FY 2014-15. Percentages must sum to 100 percent. See Example 1 below.

If your agency provides services only in the Headquartered (HQ) county, enter the contract number(s) below and show 100 percent next to each contract type(s) held by your agency. The HQ county is where (1) contractors have provided child care services in the service delivery area, as defined in 5 CCR, Section 18000(f) for at least three years; or (2) where contractors have their primary administrative office. The primary administrative office is that office which houses the executive officer(s), the fiscal functions and other centralized support services. See Example 2 below.

Contractor Legal Name: Victor Valley Community College District

Vendor Number : 6792 HQ County: San Bernardino

CONTRACT NUMBER CCTR 4009		CONTRACT NUMBER CSPP 5397		CONTRACT NUMBER _____	
County	% of total	County	% of total	County	% of total
<u>Los Angeles</u>	<u>40%</u>	<u>San Bernardino</u>	<u>100 %</u>	_____	_____ %
<u>Orange</u>	<u>15%</u>	_____	_____ %	_____	_____ %
<u>San Bernardino</u>	<u>45%</u>	_____	_____ %	_____	_____ %
_____	_____ %	_____	_____ %	_____	_____ %
EXA	_____ %	_____	_____ %	_____	_____ %
MPL	_____ %	_____	_____ %	_____	_____ %
E 1	_____ %	_____	_____ %	_____	_____ %
Total:	100%	Total:	100%	Total:	100%
CONTRACT NUMBER CSPP 4009		CONTRACT NUMBER _____		CONTRACT NUMBER _____	
County	% of total	County	% of total	County	% of total
<u>Monterey</u>	<u>100%</u>	_____	_____ %	_____	_____ %
_____	_____ %	_____	_____ %	_____	_____ %
_____	_____ %	_____	_____ %	_____	_____ %
_____	_____ %	_____	_____ %	_____	_____ %
_____	_____ %	_____	_____ %	_____	_____ %
Total:	100%	Total:	100%	Total:	100%

Comments:

Agency Contact: Kelley Johnson, Program Director kelley.johnson@vvc.edu
 Date: 10/15/2015

If you have any questions regarding this form, please contact Dan Shin, Child Development Fiscal Services Unit, at 916-323-7394 or by e-mail at Dshin@cde.ca.gov.

Contractor's Legal Name Victor Valley Community College District	Vendor Number: 6792
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Section V – Program Narrative Change (EESD-3704A)

This is a required item. Check the box “No Changes” if there are no programmatic changes. Complete when programmatic changes are requested. Complete a separate form for each program type.

No Changes (check box if there are no changes)

Complete items 1-3 only if your contractor requests a modification of its existing program narrative from the Early Education and Support Division.

Program Type (e.g., CCTR):	
County:	Vendor Number:

1. Identify the program component for which you are requesting a change.

2. Describe how the program currently provides services to children and families in relation to the above-identified program component.

3. Describe the proposed change, and how services will be improved if the change is implemented.

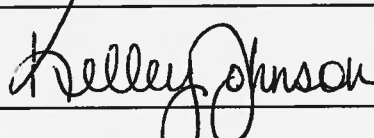
Contractor's Legal Name Victor Valley Community College District	Vendor Number: 6792
------------------------------------------------------------------	---------------------

Section VI – Personnel Certification for Center-Based Programs and Family Child Care Home Education Networks

The State of California requires any contractor receiving child care and development funds, disbursed by the California Department of Education (CDE) to employ fully qualified personnel as contained in California *Education Code*; *California Code of Regulations*, Title 5; and Funding Terms and Conditions.

I certify, as the authorized agent representing this contractor, I have read and understand the staffing requirements for Program Director, Site Supervisor, and Teacher. All child care staff employed in CDE funded program(s) are fully qualified for their respective positions. Exceptions to this certification are persons employed as "Program Director" or "Site Supervisor" who possess' a current Early Education and Support Division (EESD) approved Staffing Qualifications Waiver.

I certify that the Personnel Roster has been submitted to the EESD.

Signature of Authorized Representative	
Date	October 15, 2015

Contractor's Legal Name Victor Valley Community College District	Vendor Number: 6792
-------------------------------------------------------------------------	----------------------------

Section VII – Subcontract Certification		
Does the contractor subcontract for direct services? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
Fill in the boxes below regarding the direct service contract and subcontractor. Subcontracts for direct services must be audited in accordance with CDE Audit Guidelines and reported with the contractor's audit. Fill out this form for every subcontract.		
Subcontractor Legal Name		NOT APPLICABLE
Does the Subcontractor also contract with the CDE? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Subcontract Dollar Amount	\$	Contract Type: CCTR <input type="checkbox"/> CSPP <input type="checkbox"/> CMIG <input type="checkbox"/>
Site Name	Site Complete Address	Service County
1.		
2.		
3.		

I certify that the contractual arrangement(s) listed above are in adherence with the required subcontract provisions contained in the *California Code Regulations*, Title 5, and the Funding Terms and Conditions.

I understand that signing this certificate does not lessen the legal responsibility for the direct service contract requirements. As the contractor, it is my responsibility to monitor the performance of the subcontractor to ensure services are provided appropriately through the entire contract term.

Signature of Contractor's Authorized Representative:	NOT APPLICABLE
Date of Signature	

Fiscal Year 2016-17 Program Calendar

Name of Contractor	Vendor Number	County	Contract Type
Victor Valley Community College District	6792	36 San Bernardino	CSPP - Part Year

Enter an "X" for Days of Operation.

July 2016						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

Days of Operation

August 2016						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	X	X	X	X	X	27
28	X	X	X			

Days of Operation

September 2016						
S	M	T	W	T	F	S
				X	X	3
4	5	X	X	X	X	10
11	X	X	X	X	X	17
18	X	X	X	X	X	24
25	X	X	X	X	X	

Days of Operation

Quarterly Subtotal

October 2016						
S	M	T	W	T	F	S
						1
2	X	X	X	X	X	8
9	X	X	X	X	X	15
16	X	X	X	X	X	22
23	X	X	X	X	X	29
30	X					

Days of Operation

November 2016						
S	M	T	W	T	F	S
		X	X	X	X	5
6	X	X	X	10	11	12
13	X	X	X	X	X	19
20	21	22	23	24	25	26
27	X	X	X			

Days of Operation

December 2016						
S	M	T	W	T	F	S
				X	X	3
4	X	X	X	X	X	10
11	X	X	X	X	X	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

Days of Operation

Quarterly Subtotal

January 2017						
S	M	T	W	T	F	S
1	2	X	X	X	X	7
8	X	X	X	X	X	14
15	16	X	X	X	X	21
22	X	X	X	X	X	28
29	X	X				

Days of Operation

February 2017						
S	M	T	W	T	F	S
			X	X	X	4
5	X	X	X	X	X	11
12	X	X	X	X	17	18
19	20	X	X	X	X	25
26	X	X				

Days of Operation

March 2017						
S	M	T	W	T	F	S
			X	X	X	4
5	X	X	X	X	X	11
12	X	X	X	X	X	18
19	X	X	X	X	X	25
26	X	X	X	X	X	

Days of Operation

Quarterly Subtotal

April 2017						
S	M	T	W	T	F	S
						1
2	X	X	X	X	X	8
9	10	11	12	13	14	15
16	X	X	X	X	X	22
23	X	X	X	X	X	29
30						

Days of Operation

May 2017						
S	M	T	W	T	F	S
	X	X	X	X	5	6
7	X	X	X	X	X	13
14	X	X	X	X	X	20
21	X	X	X	X	X	27
28	29	X	X			

Days of Operation

June 2017						
S	M	T	W	T	F	S
				X	X	3
4	X	X	X	X	X	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

Days of Operation

Quarterly Subtotal

Total Days of Operation

CDD Consultant Initials _____

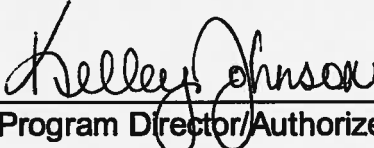
Date approved by CDD Consultant _____

Child Development Division Agency Information Certification

I certify, as the authorized representative of the agency listed below, I have reviewed all the information for **Victor Valley Comm College (6792)** and updates, additions, or deletions have been submitted as needed for information in all of the areas below:

Executive Director/Superintendent information
Program Director information
Sites and Licenses and/or Office information
Family Child Care Home summary information

To the best of my knowledge, the information on the CDMIS Web site reflects accurate information for **Victor Valley Comm College (6792)** as of the date this certification was signed.



Program Director/Authorized Representative Signature 10/15/15
Date Signed



Printed Name of Program Director/Authorized Representative

Name of Agency User Generating Certification: Kelley Johnson

Date Generated: 10/15/2015

Assigned CDD Consultant: Cassandra Lewis


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[Districts](#)


Find a Community College
Alphabetic Listing of community
colleges
Community College Districts

Year College Built
(doc) (pdf) (csv) (txt) (xls)

List of California Community Colleges Districts in alphabetical order.

A - C D - J K - N O - S T - Z

STATE CENTER COMMUNITY COLLEGE DISTRICT

1525 E. Weldon Avenue, Fresno, CA 93704

Telephone: 559-226-0720

Fax: 559-226-3757

Website: www.scccd.edu

Region	Counties Served	Colleges in District
Central	Fresno Madera Kings Tulare	Fresno City College Reedley College

VENTURA COUNTY COMMUNITY COLLEGE DISTRICT

255 W. Stanley Avenue, Ste 150, Ventura, CA 93001

Telephone: 805-652-5500

Fax: 805-652-7700

Website: www.vcccd.edu

Region	Counties Served	Colleges in District
Southern	Ventura	Moorpark College Oxnard College Ventura College

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT

18422 Bear Valley Road, Victorville, CA 92395

Telephone: 760-245-4271

Fax: 760-245-9019

Website: www.vvc.edu

Region	Counties Served	Colleges in District
Southern	Los Angeles San Bernardino	Victor Valley College

WEST HILLS COMMUNITY COLLEGE DISTRICT

9900 Cody Street, Coalinga, CA 93210

Telephone: 559-934-2100

Fax: 559-934-2810

Website: www.westhillscollge.edu

Region	Counties Served	Colleges in District
Central	Madera Kings Fresno San Benito Monterey	West Hills College Coalinga West Hills College Lemoore

WEST KERN COMMUNITY COLLEGE DISTRICT

29 Emmons Park Drive, Taft, CA 93268
 Telephone: 661-763-7700
 Fax: 661-763-7703
 Website: www.taftcollege.edu

Region	Counties Served	Colleges in District
Southern	Kern	Taft College

WEST VALLEY-MISSION COMMUNITY COLLEGE DISTRICT

14000 Fruitvale Avenue, Saratoga, CA 95070
 Telephone: 408-741-2195
 Fax: 408-867-8273
 Website: www.wvm.edu

Region	Counties Served	Colleges in District
Bay Area	Santa Clara Santa Cruz	Mission College West Valley College

YOSEMITE COMMUNITY COLLEGE DISTRICT

PO Box 4065, Modesto, CA 95352
 Telephone: 209-575-6509
 Fax: 209-575-6565
 Website: www.yosemite.edu

Region	Counties Served	Colleges in District
Central	Calaveras Merced Stanislaus Tuolumne San Joaquin Santa Clara	Columbia College Modesto Junior College

YUBA COMMUNITY COLLEGE DISTRICT

2088 N. Beale Road, Marysville, CA 95901
 Telephone: 530-741-6700
 Fax: 530-634-7704
 Website: www.yuba.cc.ca.us

Region	Counties Served	Colleges in District
Northern	Yuba Yolo Sutter Butte Colusa Glenn Lake Placer	Woodland Community College Yuba College



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Contractor's Legal Name Victor Valley Community College District

Vendor Number: 6792

Section VIII – Required Attachments

All attachments must be filled out completely and attached to the application.

A. Fiscal Year 2016–17 Program Calendar (EESD–9730)

The Program Calendar (EESD–9730) form is required for all contract types and completed **separately for each contract**. The EESD–9730 form will automatically add the Minimum Days of Operation (MDO) when the dates are marked with an “X”. The instructions are as follows:

1. Click on the EESD–9730 form link at <http://www.cde.ca.gov/sp/cd/ci/documents/eesd9730progcal1617.xls>
2. On the top of the form; input the name of the contractor and Vendor Number. Click on the County box, select the county from the drop-down list. Click on the Contract Type box, select the contract type from the drop-down list.
3. Click on the date for the days of operation; enter an “X” for all days that the program will serve subsidized children during the FY 2015–16 contract period (Center-Based programs and Family Child Care Home Education Networks). Alternative Payment and Resource and Referral programs should mark the days the program office is open for business.
4. The total number of days marked with an “X” for each contract will constitute each contract’s MDO.
5. Print the completed EESD–9730 form.
6. Provide justification for a reduction of days on the Program Narrative Change (EESD–3704A) form if the number of days shown on the EESD–9730 form falls below 246 or 175 (as applicable to the contract type) and the contractor proposes to operate for fewer days than its FY 2015–16 MDO. The link to the form is located on the Child Care Services Forms Web page at <http://www.cde.ca.gov/sp/cd/ci/cddforms.asp>.

If the MDO changes during the fiscal year contract period, the contractor is to justify the revision by submitting revised EESD–9730 and EESD–3704A forms to the assigned EESD Field Services Consultant to obtain the necessary approval. The revised forms **must** be received electronically by the EESD Field Services Consultant by **June 30, 2016**. Link to the form located on the Child Care Services Forms Web page at <http://www.cde.ca.gov/sp/cd/ci/cddforms.asp>.

Contractor's Legal Name Victor Valley Community College District

Vendor Number: 6792

B. Update and Certification of Contractor Information in the Child Development Management Information System (CDMIS) Database

Contractors are required to update all information in the CDMIS database and certify under penalty of perjury that information in CDMIS is complete and correct. All contractors must thoroughly review the information contained in the CDMIS database and update any outdated information. This update includes the name and contact information for officers and program directors, location and licensed capacity of sites, license numbers, and the numbers of children enrolled.

The information in CDMIS becomes part of the agency's contract. Complete and accurate information is critical to the function of the child development program and the maintenance of your agency's contract. Incomplete or inaccurate information in CDMIS can result in an audit finding at the state level and a finding of noncompliance for your agency. Maintenance of complete and accurate information in the database is your responsibility. To perform the review and update, follow the directions below.

To access this information, the person logging on to the CDMIS Web site must be a "super user." Only super users can access the Update Agency Information function within the web site. To review the information and submit changes, log on the CDMIS Web site at <https://www4.cde.ca.gov/cdmis/default.aspx>. From the Main Menu, select the function, "Update Agency Information" and click the "Submit" button. Review all of the information in the sections below, making changes as necessary. Detailed instructions for updating this information can be found within the CDMIS Web site. A check list has been provided below for your review.

- Add/Edit Executive Director Information: Update Executive Director Name, phone number, fax number, and e-mail address.
- Add/Edit Program Director Information: Update existing Program Director information, add new Program Directors, assign them to the contracts they are responsible for, change Program Director contract assignments, and delete Program Directors who are not assigned to a contract.
- Add/Edit FCCH Information: **Complete only if the contractor uses family child care homes.** Update information related to services provided in family child care homes through the contractor's CDE contracts to reflect services as of September 24, 2015.
- Add/Edit Sites/Offices: Update, add, or delete sites/offices with the physical address of the site/office. Do not use P.O. boxes or mailing addresses. Add/Edit the Site Supervisor first and last name.
- Update the site license information. For licensed facilities, the site name and physical address should match the name and address on the license issued by the Department of Social Services Community Care Licensing Division.
- Update number of children served by contracts at sites/offices to reflect services as September 24, 2015.

Contractor's Legal Name Victor Valley Community College District

Vendor Number: 6792

Generate/Print Agency Information Certification Form: Once all the information has been reviewed and all changes have been submitted, (regardless of whether the changes have been approved by the EESD Field Services Consultant or are still pending approval), generate and print the "Agency Information Certification form." Do not generate the Agency Information Certification form until all the information above has been reviewed and any changes needed have been submitted.

To generate this form, scroll to the bottom of the "Update Agency Information" Web page and click the "Generate Certification form" link. When the form is generated, print it using the browser's print function. The contractor's representative must sign the form. The signed form must be returned with the Continued Funding Application. Applications **will be considered incomplete** without the "Agency Information Certification form" attached.

All changes submitted (adds, updates, or deletes) will remain pending until the contractor's assigned EESD Field Services Consultant reviews and approves or denies the changes.

In addition to this annual review of information as part of the Continued Funding Application process, contractors are required to submit changes to Executive Director Information, Program Director Information, and Site/Office information (site name, physical address, and license information only) as changes occur. The number of children served by contract and age group at each site/office only needs to be updated once a year during the continued funding application process.

Note: The contractor's legal name and mailing address cannot be changed through this process as specific documentation is required from the contractor to process that change.

For information on how to change your contractor's legal name or headquarters mailing address, contact your assigned EESD Field Services Consultant at 916-322-6233

Any questions about how to submit changes within the "Update Agency Information" section of the CDMIS Web site, please contact CDMIS staff at 916-445-1907.

Contractor's Legal Name Victor Valley Community College District

Vendor Number: 6792

The State Administrative Manual defines a **public agency** as any state agency, city, county, special district, school district, community college district, county superintendent of schools, or federal agency.

C. Payee Data Record (STD. 204) (Non-public agencies only)

Non-public agencies must download and complete the State of California Payee Data Record (STD.204) form link at <http://www.cde.ca.gov/sp/cd/ci/documents/std204formeemd.pdf>.

1. Complete sections 2 through 5.
2. Payee legal name and address must match the legal Name and address on the EESD-3704.
3. **Print** the document, sign, and date.

D. Secretary of State (Non-public agencies only)

Non-public agencies must be authorized to do business with the State of California. Search your agency name and **print** the results from the California Secretary of State Debra Bowen Web site at <http://kepler.sos.ca.gov/>.

Agency status must be "active" and the entity name must match the payee legal name on the STD. 204 and Contractor Legal Name on the EESD-3704. If the agency status is "inactive," contact your EESD Consultant immediately.

E. Verification of School District Name and Address

Verification of school district's legal name and address must include a printed verification from the following Web sites:

California Community Colleges or Community College Districts search the California Community College Chancellor's Web page at <http://californiacommunitycolleges.cccco.edu/Districts.aspx>

Or

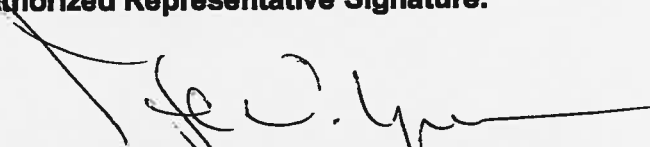
School Districts search the California School Directory Web page at <http://www.cde.ca.gov/re/sd/index.asp>

Contractor's Legal Name Victor Valley Community College District	Vendor Number: 6792
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F. Contractor Certification

Under penalty of perjury, I certify the following:

- I am authorized by the Board of Directors or other governing authority to execute this Continued Funding Application.
- I have supervisory authority.
- All applicable program statues and regulations will be adhered to.
- The information contained in pages 1-12 of this Continued Funding Application are true and correct to the best of my knowledge.

Authorized Representative Signature: 	Date: October 15, 2015
Name and Title of Authorized Representative: Dr. Roger Wagner Superintendent/President	Telephone Number: 760.245.4271 x 2922

Contractor's Legal Name Victor Valley Community College District	Vendor Number: 6792
------------------------------------------------------------------	---------------------

County Number		
G. Continued Funding Application (EESD-3704) Checklist		
This checklist must be submitted with the EESD-3704 application.		
Page Number	Required Item Description	Check (✓) Box
2	Section I - Contractor Information	<input checked="" type="checkbox"/>
3	Section II- Contract Types	<input checked="" type="checkbox"/>
4	Section III - Governing Board of Directors Contact Information	<input checked="" type="checkbox"/>
5	Section IV – Allocation of Agency Funds	<input checked="" type="checkbox"/>
6	Section V - Program Narrative Change	<input type="checkbox"/> N/A
7	Section VI - Personnel Certification for Center-Based Programs and Family Child Care Home Education Networks)	<input checked="" type="checkbox"/>
8	Section VII – Subcontract Certification	<input type="checkbox"/> N/A
9	Section VIII A. - Program Calendar (EESD-9730) (one for each contract type)	<input checked="" type="checkbox"/>
10	Section VIII B. – Certification of Contractor Information in the Child Development Management System (CDMIS) Data Base	<input checked="" type="checkbox"/>
11	Section VIII C. - State of California, Payee Data Record (STD.204) (non-public agencies only)	<input type="checkbox"/> N/A
11	Section VIII D. - Secretary of State search results (non-public agencies only)	<input type="checkbox"/> N/A
11	Section VIII E. - Verification of School District Name and Address search	<input checked="" type="checkbox"/>
12	Section VIII F. – Contractor Certification	<input checked="" type="checkbox"/>
13	Section VIII G. – Continued Funding Application Checklist	<input checked="" type="checkbox"/>
Contact Name	Kelley Johnson, Program Director	
Contact Phone Number	760-245-4271 x 2754	
Contact Email	kelley.johnson@vvc.edu	

Meeting Date: November 10, 2015

Item Number 10.2

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

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

TOPIC: AGREEMENT – BALFOUR BEATTY CONSTRUCTION

SUBMITTED BY: Steve Garcia, Facilities Construction

RECOMMENDED BY: Steve Garcia Steve R. Garcia

APPROVED BY: Roger W. Wagner Roger W. Wagner

Description/Background:

The District wishes to enter into an agreement with Balfour Beatty Construction for the construction of the Vocational Complex Expansion and Renovation on the Main Campus of Victor Valley College.

On April 8, 2015, the District evaluated qualification packages submitted by four (4) firms in response to a "Request for Qualification" that was issued in March 2015. From that list, three (3) teams were pre-qualified to interview and submit proposals for the project. Interviews were held on April 30 and the District accepted the three (3) pre-qualified firm's proposals, which were evaluated and ranked.

Need:

Bond Measure JJ established the need for an expansion and renovation to the existing Vocational Complex and on June 14, 2011, the Board of Trustees approved a list of capital outlay projects to complete with current bond funding, which included a Vocational Complex Expansion & Renovation. Pursuant to California Government Code sections 4525 and 4526, the District has gone through a complete Request for Qualifications and Request for Proposals process in which Balfour Beatty Construction was selected as the company offering the best value and professional competence to the District.

Fiscal Impact:

The contract amount includes the following:

• Pre-construction services	\$ 23,800
• General Conditions	\$ 329,353
• CM fee	\$ 330,300
• Hard Costs	\$ 3,721,133
• Contingency	\$ 95,414

For a total Maximum Allowable Price (MAP) \$ 4,500,000

The contingency is intended to facilitate the resolution of issues identified during the design phase, respond to changes required by jurisdictional agencies, or address unforeseen conditions that are identified during design or construction. A Firm Guaranteed Maximum Price (FGMP) will be established after all bids from Trade Contractors are awarded by the District. Sufficient funding is available through the Measure JJ Bond proceeds.

Recommended Action:

It is recommended that the Board of Trustees approve the agreement with Balfour Beatty Construction for the construction of the Vocational Complex Expansion and Renovation in the amount of \$ 4,500,000.00.

Legal Review: YES NOT APPLICABLE ___

Reference for Agenda: YES NO ___

**CONSTRUCTION MANAGEMENT SERVICES AGREEMENT
FOR CONSTRUCTION MANAGER AT RISK DELIVERY**

THIS CONSTRUCTION MANAGEMENT SERVICES AGREEMENT (this "Agreement") is made and entered into as of the 10 day of November in the year 2015, VICTOR VALLEY COMMUNITY COLLEGE DISTRICT, hereinafter called "District" and BALFOUR BEATTY CONSTRUCTION, LLC hereinafter called the "Construction Manager" for the following described project(s) (the "Project"):

Vocational Education Complex Expansion and Renovation Project
18422 Bear Valley Road
Victorville, CA 92395-5850

The architect for the Project ("**Architect**") is:

Frick, Frick & Jette Architects
19153 Town Center Drive, Suite 101
Apple Valley, CA 92308

RECITALS

- I.** The principal members of the Construction Manager are professional consulting contractors, and represent that they possess the professional qualifications and expertise to provide the services called for herein; and
- II.** In compliance with *Government Code §4525 et seq.*, the District has determined that the Construction Manager is the appropriate qualified firm for this Project based on demonstrated competence and the professional qualifications necessary for the satisfactory performance of the services required; and
- III.** The District desires to retain the Construction Manager to perform Construction Management at Risk services necessary to facilitate the full and adequate completion of the District's above-referenced Project, including but not limited to construction phase and post-construction phase services as further defined herein; and
- IV.** The parties to this Agreement desire to establish a Construction Manager at Risk contract in which the Construction Manager is responsible for managing the Project for a Guaranteed Maximum Price and is accountable to the District if the Project cost is greater than that price as further defined herein; and
- V.** The Owner has come to an agreement for retaining a Construction Manager at-Risk to furnish professional construction management services during the construction of the Project known as the Vocational Education Complex Expansion and Renovation ("The Project"); and
- VI.** The Project is the expansion and retrofit of a Vocational Automotive / Welding Complex located at 18422 Bear Valley Road, within the City of Victorville and includes the construction of new vocational lab buildings comprising approximately 925 ASF of new auto/diesel mechanics lab space, 4115 ASF of new welding labs, and 6240 ASF of lecture classrooms, as well as public toilets and utility spaces; and
- VII.** The undersigned Construction Manager submitted a proposal to manage the Project work that was evaluated by the Owner, scored and awarded based on best value to the District; and

VIII. The Owner, through its awarding authority, has made an award of the work to the undersigned Construction Manager, and herein intends to memorialize the contractual relationship between the parties,

NOW THEREFORE, the Construction Manager and the Owner agree as follows:

- A. For the sums set forth in the Construction Manager at-Risk's fee proposal (or any subsequently amended fee agreement), the Construction Manager at-Risk undertakes to act as the Owner's agent and to furnish professional construction management services during the construction and post-construction phases of the Project and to be bound and responsible not to exceed the Guaranteed Maximum Price contained herein.
- B. That the Construction Manager at-Risk shall commence provision of construction phase services under this agreement on a date to be specified in a written order of the Owner and shall fully complete all services hereunder and accomplish the final completion of the project within 360 consecutive calendar days from the date of Notice to Proceed.
- C. Upon completion of the bid phase of all Trade Contractors and selection of all such Trade Contractors and within a mutually agreed upon number of calendar days of the date that a Trade Contractor awarded a trade contract returns the executed trade contract and other documents/instruments required to be submitted with the executed trade contract (including without limitation, Certificates of Insurance, Bonds, etc.), the District, Construction Manager, Trade Contractor and the Trade Contractor's performance and payment bond surety or sureties shall execute an assignment of each trade contract from the District to the Construction Manager. The assigned trade contract and related documents/instruments, including without limitation, Certificates of Insurance and Bonds, of each Trade Contractor will be assigned for the sole purpose of enforcement of the rights of the District. All rights and obligations under the law, except for rights and remedies of the District relating to warranty obligations and latent defect obligations of the Trade Contractor and any District-retained rights set forth in this Agreement, shall be assigned to the Construction Manager, and it shall be the obligation of the Construction Manager to manage all phases of the Project and to manage the Trade Contractors to achieve proper completion of all Project work by any Trade Contractors through filing of an appropriate Notice of Completion. Further, by executing this Agreement, the parties acknowledge that the Construction Manager is bound and agrees to perform all work in connection with the Project for the Fixed Guaranteed Maximum Price indicated in Section D below. Upon final completion of the Project, all trade contracts previously assigned by the District to the Construction Manager will be re-assigned back to the District. Under the re-assignment, all rights and obligations under the law, including any applicable post-construction warranty period, shall be assigned back to the District. Further, by executing this agreement, the parties acknowledge that the Construction Manager agrees to perform all work in connection with the Project for the Fixed Guaranteed Maximum Price indicated below, and any attendant cost overruns are the sole obligation of the Construction Manager.
- D. Fixed Guaranteed Maximum Price:

The Fixed Guaranteed Maximum Price ("FGMP") shall be established through a FGMP Amendment executed by Construction Manager and District after such time that bids are received from Trade Contractors and Trade Contracts are awarded by the District. Within thirty (30) days of District's award of the Trade Contracts, Construction Manager shall

prepare a FGMP proposal for District's acceptance identifying the various components of the FGMP. For purposes of this Agreement, the District's budget for the Project is as set forth below. Notwithstanding the District's budget for the Project, Construction Manager shall only be obligated to construct the Project within the FGMP, as it may be established by Construction Manager and District through the FGMP Amendment.

Maximum Allowable Price (MAP):	\$ 4,500,000	
Part 1: Pre-construction Services:	\$ 23,800	0.64%
Part 2: General Conditions:	\$ 329,353	8.85%
Part 3: Fee:	\$ 330,300	8.88%
Subtotal:	\$ 683,453	18.37%
Part 4: Hard Cost	\$ 3,721,133	
Part 5: Contingency	\$ 95,414	2.50%

DEFINITIONS

All definitions for this Project are contained in the General Conditions, incorporated herein by reference.

CONTRACT DOCUMENTS

The parties to this Agreement are bound by the Contract Documents. These documents include:

- a. this Agreement
- b. all Project Design and Construction Drawings
- c. General Conditions, as applicable.
- d. Contract Special Provisions, if applicable
- e. all Trade Contractor Technical Specifications
- f. Any Addenda or Amendments
- g. all forms required pursuant to State law

1. SCOPE OF SERVICES; TERM

- A. Scope of Services.** The Construction Manager agrees to further the interests of the District by furnishing the Construction Manager's skill and judgment in cooperation with, and reliance upon, the services of the Architect assigned to the Project. The Construction Manager agrees to furnish business and construction administration and management services and to perform its services hereunder in an expeditious and economical manner consistent with the interests of the District. To these ends, the Construction Manager shall be responsible for the overall coordination, administration and scheduling of all work on the Project, so to the extent described in this Agreement, including all addenda, the Project is properly completed in accordance with the Contract Documents for the agreed upon Guaranteed Maximum Price and in accordance with the District's schedule for timely completion.

- B. Basic Services.** The Construction Manager's "**Basic Services**" consist of performing the duties enumerated below, which includes Construction Phase services and Post-Construction Phase services. The Basic Services shall also include responsibility for fulfilling the duties of the Construction Manager described in the General Conditions, as applicable to the Trade Contractors.
- C. Ineligibility to Bid.** The Construction Manager, and any other business with common ownership, shall be ineligible to bid on any construction contract in the Project, but shall remain eligible to bid on any other District projects. The Construction Manager warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for the Construction Manager, to solicit or secure this Agreement. Further the Construction Manager warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for the Construction Manager, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the District shall have the right to rescind this Agreement without liability.
- D. Term of Services.**
- 1) **Commencement of Services.** The Construction Manager shall commence work upon receipt of a written Notice to Proceed for the Construction Phase of the Project from the District. If a legal challenge is made as to the validity of the Contract Documents, the District shall not assign the trade contracts to the Construction Manager and shall rescind the assignment of any previously assigned trade contracts. If such legal challenge is made, the parties agree to proceed with work with the Construction Manager managing the Trade Contractors as provided herein, but without assignment of the trade contracts and not subject to any provisions relating to a Guaranteed Maximum Price. At such time, the parties shall execute any and all such instruments to affect this intent. Similarly, if a challenge is made to Construction Manager performing in the role of Construction Manager without assignment of Trade Contracts, Construction Manager shall be entitled to cancel the Agreement without penalty.
 - 2) **Term.** This Agreement shall terminate upon the filing of all Notices of Completion for each of the individual trade contracts which comprise the Project, unless extended by supplemental agreement. All applicable indemnification provisions of this Agreement shall remain in effect following the termination of this Agreement. The Construction Manager shall perform the Construction Phase services and Post-Construction Phase services as expeditiously as is consistent with reasonable skill and care and the orderly progress of the Project.
 - 3) **Extension of Term.** Should the Project schedule be extended due to unforeseeable or unknown circumstances beyond the Construction Manager's control, this Agreement may be extended by supplemental agreement, and the Construction Manager may be compensated for this extension as "**Additional Services**" as set forth herein.

2. DUTIES OF CONSTRUCTION MANAGER

- A.** The "Pre-Construction Phase" shall commence upon written notice to proceed with Preconstruction Services by the District and will end upon commencement of the

Construction Phase, but in no event not later than sixty (60) calendar days after the date of the District's Notice to Proceed with Preconstruction Phase services. The "Construction Phase" of the Project will commence upon the District's issuance of a Notice to Proceed and will end at Final Completion of the Project by the District; provided that, the Construction Manager shall continue to be subject to, and shall faithfully discharge, certain Construction Phase services of the Construction Manager, as set forth in this Agreement, which extend beyond the Final Completion of the Project.

B. Preconstruction Phase Services

1) Development of Invitation for Bids, Bidder Interest/Pre-Bid Procedures.

In coordination with the Architect and District, the Construction Manager shall coordinate use of District's Contract Documents and such Contract Documents shall include the following requirements in the contracts for construction: (1) applicable California Labor Code provisions including but not limited to prevailing wages, hours of labor, retention of payroll records, employment of apprentices, and Labor Compliance Program provisions; (2) labor and materials (payment) bonds at one hundred percent (100%) of the total contract amount; (3) performance bonds at one hundred percent (100%) of the total contract amount; and (4) bid bonds, or bidder's security at ten percent (10%) of the total contract amount. The Construction Manager will also assist in recommending correct forms to the Architect for inclusion in the Project Contract Documents.

The Construction Manager shall maintain contact with potential bidders on a regular basis throughout the bid period. The Construction Manager shall also, if applicable: (1) coordinate with District Outreach Consultant to conduct a telephone campaign to stimulate and maintain interest in bidding on the Project; (2) check the references and experience of the bidders; (3) share information in its possession with the District; (4) establish bidding schedules; (5) preparing and placing notices and advertisements to solicit bids (6) prepare bid documents and issue to bidders; (7) conduct pre-bid conferences to familiarize bidders with the bidding documents, management techniques and any special systems, materials or methods; and (8) document and respond to the District and Architect with the receipt of questions from bidders with assistance from the Architect and the District and with the issuance of addenda.

2) Construction Contracts/Construction Manager Certification. The Construction Manager shall prepare contract documents for the Prime Trade Contracts. Construction Manager will procure required paperwork from the Prime Contractors (Bonds and Insurances) in order for the District to execute the contracts with the successful bidders. The Construction Manager shall work with the District, to ensure that all work necessary for the execution and completion of the Project are packaged into trade contracts required to complete the Project in accordance with the Contract Documents. The Construction Manager shall package such trade contracts in a manner that provides the best value to the District. In the event the packages for trade contract work and any work deferred for the future do not represent one hundred percent (100%) of the Project Work, Construction Manger shall not recover any Fee on such omitted work.

3) Shop Drawings and Construction Detailing. The Construction Manager shall utilize the BIM to coordinate Trade Contractor shop drawings and detailing. The Construction

Manager shall require Trade Contractors of Mechanical, Electrical, Plumbing, Fire Sprinkler and Structural scopes of work to prepare detailed shop drawings utilizing NavisWorks from Autodesk to produce a collaborative 3D model which will serve as the basis for construction of these systems. Prior to the completion of the final coordination model, the Construction Manager shall integrate the coordinated Trade Contractor shop drawings into the BIM and analyze the design for conflicts. The Construction Manager shall utilize clash detection software to identify any conflicts and facilitate the correction of such conflicts before issuing the final coordination model for construction.

C. Construction Phase Services

- 1) **Attendance at Meetings.** The Construction Manager shall attend internal and public meetings as required, including site meetings and District bond committee meetings as required and directed.
- 2) **Hazardous Material Abatement Coordination.** The Construction Manager, in cooperation with the District's hazardous material consultant, shall schedule and coordinate the bidding and the management of any hazardous material abatement process for renovation and modernization work.
- 3) **Facilitate Contract Administration.** The Construction Manager shall provide administration of the Trade Contracts for construction as set forth below and as provided in the General Conditions of such contract(s) for construction.
 - a. **Facilitate Work Coordination.** The Construction Manager shall provide administrative, management and related services as required to coordinate work of the Trade Contractors with each other and with the activities and responsibilities of the Construction Manager, the District, the Division of the State Architect (and all state agencies) and Architect, to complete the Project in accordance with the District objectives for cost, time and quality. This requires the Construction Manager to provide sufficient organization, personnel and management to carry out the requirements of this Agreement.
 - b. **Pre-Construction and Construction Conferences.** The Construction Manager shall, in conjunction with the District, schedule and conduct pre-construction conferences, for the benefit of the Trade Contractors to orient the Trade Contractors to the various reporting procedures, site rules prior to commencement of actual construction. The Construction Manager shall also, in conjunction with District, Architect and other interested parties as requested by the District, conduct construction and progress meetings to discuss such matters as procedures, progress problems, and scheduling. The Construction Manager shall prepare meeting minutes, and promptly distribute the minutes of meetings to all parties in attendance, including the Architect, District and District's Inspector, and shall prepare pre-meeting agendas if needed. The Construction Manager will prepare and distribute Project status reports as requested by the District and such other reports as may be required in connection with any State-funding.
 - c. **Master Construction Schedule.** Construction Manager shall prepare and provide for the District's review and acceptance, a "Master Construction Schedule," using the critical path method (CPM). The Construction Manager shall submit the

Master Construction Schedule, using Primavera P6, to the District for acceptance and update the Master Construction Schedule as appropriate on at least a monthly basis. Consistent with the Master Schedule distributed to Trade Contractors, and utilizing construction schedules provided by each of the separate Trade Contractors, the Construction Manager shall create the Master Construction Schedule incorporating the activities of the Trade Contractors on the Project, including activity sequence and duration, allocation of labor and materials, processing of shop drawings, product data and samples, and delivery of products requiring long lead time procurement. This Master Construction Schedule shall include the District's occupancy requirements, showing and scheduling portions of the Project having occupancy priority, if applicable. The Construction Manager shall also update and reissue the Master Construction Schedule as required to show current conditions and revisions required by actual experience. If requested by the District, the Construction Manager shall assist the Trade Contractor(s) in preparing a recovery schedule. Such recovery schedule will reflect the corrective action and extraordinary efforts to be undertaken by the Trade Contractor(s) to recapture lost time and will be distributed to the Trade Contractor(s), District, Architect and other appropriate parties.

4) Prosecution and Progress of the Project.

- a. Contractor Performance.** Upon assignment of the Trade Contracts to Construction Manager, the Construction Manager shall require satisfactory performance from each of the Trade Contractors, and shall take all necessary corrective action when requirements of a construction contract are not being fulfilled, and the non-performing party will not take satisfactory corrective action. The Construction Manager shall determine whether the work of each Trade Contractor is being performed in accordance with the requirements of their contract documents, and shall guard the District against defects and deficiencies in such work. The Construction Manager shall also make recommendations to the Architect and the District regarding special inspection or testing of work not in accordance with the provisions of the contract documents whether or not such work is then fabricated, installed or completed. The Construction Manager shall, further, inform the Architect, the District and Inspector of Record of work that the Construction Manager believes does not conform to the requirements and should be rejected by the Architect, the District or the Inspector of Record. The Construction Manager shall, in conjunction with the Architect and Inspector of Record, review any Trade Contractor's recommendations for corrective action on observed non-conforming work.
- i.** Upon assignment of the Trade Contracts to Construction Manager, the Construction Manager shall ultimately be responsible for ensuring that all Project Work by the Trade Contractors is completed to the satisfaction of the District. Upon such assignment, the Construction Manager shall also be responsible for the failure of any contractor to carry out their work in accordance with the contract documents. The Construction Manager shall further be responsible for any reports, advice or information provided to the District regarding the Project and the work of the Trade Contractors, including any

information regarding the compliance of their work with the contract documents, as same are requested by the District.

- ii. With the Architect, the District's maintenance personnel and commissioning agent, the Construction Manager shall document the Trade Contractors' check-out of utilities, operational systems and equipment for readiness, and shall assist in their initial start-up and testing.

5) **Maintenance of Documents on Project Site.** The Construction Manager shall maintain at the Project site, on a current basis, a copy of the following: (1) all Contract Documents relating to the Project, including, without limitation, plans, drawings, specifications, addenda, change orders and other modifications thereto, in good order and marked by the trade contractors (and regularly checked by the Inspector) to record all changes made during construction; (2) shop drawings; (3) product data; (4) submittals; (5) samples; (6) purchases; (7) materials; (8) equipment; (9) applicable handbooks, maintenance & operating manuals and instructions; (10) prevailing wage rates; (11) other related documents and revisions which arise out of the contracts or works. The Construction Manager shall use Constructware for RFIs, Change Order Management, progress meeting minutes and other applicable project control measures. The Construction Manager shall also maintain records of the following, to the extent applicable for any Project Work: (a) principal building layout lines; (b) elevations at the bottoms of footings; and (c) floor levels and key site elevations certified by each Trade Contractor's on-site subcontractors or personnel. The Construction Manager shall make all records available to the Architect for periodic visits to the site and to District personnel if requested. At the completion of the Project, the Construction Manager shall deliver all such records to the District and make those portions of such records available to the Trade Contractors and Architect to facilitate the completion of as-built drawings.

6) **Condition of Project Site.**

- a. **Responsible for Maintenance of Project Site.** The Construction Manager shall assume primary responsibility to manage each Trade contractor's obligation to maintain and keep, all areas of the Project site, outdoors and indoors, free from flying debris, grinding powder, sawdust, dirt and dust in general as well as any other product, product waste or work waste, that by becoming airborne may cause respiratory exposure. The Construction Manager shall also take, and cause all Trade Contractors to take, specific care and action in accordance with all laws and regulations of governmental authorities with jurisdiction to avoid deposits of airborne dust or other elements that may accumulate on top of equipment, on walls, on floors, furniture and/or any other permanent movable items. If college is in session at the Project site, and, in the District's reasonable discretion, flying debris, grinding powder, sawdust, dirt or dust from the work or from the Project disrupts or disturbs the students or faculty or the normal operation of the colleges, at District's request, the Construction Manager shall schedule the performance of all work around normal college hours or make other arrangements so that the work does not cause such disruption or disturbance.

- b. **Noise Reduction Devices.** The Construction Manager shall assume primary responsibility for requiring the installation by all Trade Contractors, of noise reducing devices on construction equipment, and require that all Trade Contractors comply with the requirements of noise ordinances governing construction sites and activities. If college is in session at any point during the progress of the Project, and, in the District's reasonable discretion, the noise from work performed in connection with such Project disrupts or disturbs the students or the faculty or the normal operation of the college, and at the District's request, the Construction Manager shall schedule the performance of all such work around normal college hours or make other arrangements so that the work does not cause such disruption or disturbance.
- 7) **Storm Water Compliance.** The Construction Manager shall assign in the bid documents and enforce that the Trade contractors are implementing and maintaining the SWPPP designed by the Architect's Civil Engineer. The Construction Manager will ensure that labor and materials to install, maintain and enforce the SWPPP measures, and BMPs are provided throughout the course of construction. The Construction Manager will not be held responsible for a third party's (i.e. a party not under the control of Construction Manager) deliberate and/or negligent violation of the SWPPP or contamination of the storm-water system. Upon assignment of the Trade Contracts to Construction Manager, Trade Contractors, and any subcontractors to Trade Contractors, are considered under the control of the Construction Manager. Construction Manager will be responsible for assigning SWPPP violations and payment of penalties to the Trade Contractor(s) at fault.
- 8) **Contractor Safety Programs.** The Construction Manager shall review the safety programs developed by each Trade Contractor for purposes of assisting in the coordination of safety programs with those of other contractors. The Construction Manager's responsibilities for assisting in the coordination of these multiple safety programs shall not extend to direct control over or charge of the acts or omissions of the Trade Contractors, subcontractors, agents or employees of the Trade Contractors or subcontractors or any other persons performing portions of the Project not directly employed by the Construction Manager. The Construction Manager shall take all necessary precautions for the safety of its employees and comply with all applicable safety laws and building codes to prevent accidents or injuries to its employees. Any incident costs associated with the Construction Manager's Safety Person(s), including responses to emergency situations, shall be included in this Agreement. No additional compensation will be provided for these costs.
- 9) **Construction Costs.** Upon assignment of the Trade Contracts to Construction manager, the Construction Manager shall be responsible for ensuring that construction costs do not exceed the Guaranteed Maximum Price for completing all of the Project Work. The Construction Manager shall also:
- a. Take all steps necessary in Construction Manager's discretion to ensure that the District is kept aware of any current or likely construction cost overruns, including informing the District of the documented reasons for such overruns and providing a plan of corrective action to ensure timely project completion within the Guaranteed Maximum Price.

- b. Maintain cost accounting records on authorized work performed under unit pricing costs, additional work performed on the basis of actual costs of labor and materials, or other work requiring accounting records.
- c. Develop and implement procedures for the review and processing of applications for payment by Trade Contractors for progress and final payments. Make recommendations and provide advice to the Architect for certification to the District for payment.

10) **Permits.** The Construction Manager shall assist in obtaining building permits and special permits, if required, for permanent improvements, excluding permits required to be obtained directly by the various Trade Contractors and verify that the District has paid applicable fees and assessments. .

11) **Interpretation of Contract Documents.** The Construction Manager shall transmit to the Architect, Requests for Interpretations ("RFI") of the meaning and intent of the drawings and/or the specifications for the Project, and shall assist in the resolution of questions that may arise. The Construction Manager shall keep a log of all RFIs including tracking all dates (date submitted, date returned, etc.) and recording all responses to said RFIs using Primavera Contract Manager.

12) **Processing of Change Orders and Other Approvals.** In accordance with the provisions of the General Conditions, the Construction Manager shall implement the District's processes regarding change orders and other approval and shall provide advice regarding such changes, implement change order procedures, review requests for changes, assist in negotiating Trade Contractor's proposals, submit recommendations to the Architect and the District, and if they are accepted, prepare and sign change orders for the Architect's and Trade Contractor's signatures and District authorization. The Construction Manager will analyze claims for extension of time, prepare estimates based upon alleged cause of claims, and will negotiate claims to the contract on behalf of the District and any other State agency with jurisdiction. The Construction Manager will also make recommendations to the District concerning settlement or other appropriate action. The Construction Manager will advise the District and make recommendations to the District for exercising the District's prerogatives, such as giving the prime contractor(s), notice when the schedule goals are in jeopardy due to contractor failings, withholding payment for cause and other prerogatives when required in an effort to achieve contract compliance. The Construction Manager shall prepare and distribute change order reports on a monthly basis, or as required, throughout the Construction Phase.

a. **Procedures for Submittals.** The Construction Manager shall refer to the General Conditions for submittal procedures.

b. **Procedures for Change Orders.** Construction Manager shall refer to the General Conditions for change order procedures.

13) **Labor Compliance Program.** The Construction Manager shall endeavor to ensure all Trade Contractors and subcontractors comply with applicable state and federal labor law requirements. Construction Manager is required to be knowledgeable about all current labor requirements, including any registration requirements involving any state agency.

Construction Manager shall work with the District's staff and consultants, to endeavor to ensure the full compliance with applicable labor law.

- 4) **Delivery and Storage of Materials.** When bids and/or quotations are received for equipment that is District provided, the Construction Manager shall assist the District in determining the lowest responsible/responsive bidder. The Construction Manager shall assist the District in coordinating delivery and storage, protection and security for District-purchased materials, furniture, systems and equipment that are a part of the Project, until such items are incorporated into the Project. The Construction Manager shall also coordinate with the appropriate Trade Contractor who is responsible for the installation of such materials, systems, and equipment. The Construction Manager shall also ensure that all requisitions for major furniture and equipment include a window period for delivery directly to the Project site. The Construction Manager shall receive at the Project site the delivery of all furniture, equipment and supplies. The Construction Manager shall visibly inspect all deliveries for damages or errors, and shall coordinate with all vendors/suppliers any necessary corrections of such damages or errors prior to signing for receipt of the furniture, equipment or supplies. The Construction Manager shall not accept any furniture, equipment or supplies that contain observable damage, defects or errors. The District shall pay only for furniture, equipment and supplies which do not contain any observable damage, defects or errors, and which have been received, inspected and signed for by the Construction Manager. The Construction Manager shall be responsible and liable to the District for any furniture, equipment or supplies accepted in violation of this paragraph if it is in any portion the contracted scope of work, excluding Districts FF&E
- 14) **Progress Payments.** The Construction Manager shall refer to the General Conditions for procedures for the review and processing of applications by Trade Contractors for progress and final payments based upon an approved schedule of values.
- 15) **Progress Reports.** The Construction Manager shall maintain a daily log containing a record of weather conditions, Trade Contractors present at the Project site, work done on the site, numbers of workers by trade, work accomplished, deliveries made, problems encountered, visitors to the site, and other similar relevant data as the District may require. The Construction Manager shall ensure that the daily log is available for use and review by the District and the Architect and use reasonable diligence to discover work performed by Trade Contractor(s) that is not in compliance with the Contract Documents. Construction Manager's failure to provide sufficient legible details regarding daily activities of Project Work shall cause all ambiguities caused by such failure to be construed against Construction Manager in the event of any dispute.
- 16) **Determining Completion/Partial Completion of the Work.** The Construction Manager shall assist the Architect and the District in determining when the Project or a designated portion thereof is substantially complete. To this end, the Construction Manager shall prepare for the Architect a summary of the status of the work of each Trade Contractor, listing changes in the previously issued certificates of substantial completion of the work and recommending the times within which Trade Contractors shall complete uncompleted items. The Construction Manager shall also make recommendations to the District, the Architect and the Inspector of Record in instances when the Construction Manager observes work that, in the Construction Manager's opinion, is defective, missing

or not in conformance with the Contract Documents. The Construction Manager shall, further, assist the Architect and the Inspector of Record in conducting close-out inspections.

- 17) **Coordination of Final Inspection of Work.** Following the Architect's issuance of a certificate of substantial completion for the Project or designated portion thereof, the Construction Manager shall evaluate the completion of the work of the Trade Contractors and make recommendations to the Architect and Inspector when work is ready for final inspection. The Construction Manager shall assist the Architect and Inspector of Record in conducting final inspections. The Construction Manager shall also be responsible for the preparation and timely submission of as-built drawings and secure, review, approve and transmit to the District the required guarantees, affidavits, releases, bonds and waivers. The Construction Manager shall coordinate and schedule training sessions for District personnel and assure that each Trade Contractor's training obligations are satisfied.

3. **POST-CONSTRUCTION PHASE**

- A. **Contract Closeout.** Immediately upon the District's and Architect's approval of completion of the Project, and in addition to any additional submittals required by this Agreement, the Construction Manager shall collect and submit the following close-out documentation to the District:
1. Operations and maintenance data for equipment as required by the Contract Documents for the Project (including, three (3) complete sets of manuals containing manufacturers' instructions on the operation of each item and apparatus furnished under such Contract Documents);
 2. Record drawings for the Project showing, among other things, deviations from the original plans and drawings for the Project made during construction, details in the construction not previously shown on such plans or drawings, changes to existing conditions or existing conditions found to differ from those shown on the original plans and drawings, the actual installed position of equipment, piping, conduits, light switches, electric fixtures, circuiting, ducts, dampers, access panels, control valves, drains, openings and stub outs, and such other information as the District, Architect or Inspector may reasonably request from time to time;
 3. Warranties and bonds for equipment put into service;
 4. Keys;
 5. Tools, spare parts and maintenance materials;
 6. A list of all construction Trade Contractors, vendors and materialmen of every tier providing services, equipment and/or materials in connection with the Project covered by warranty, in a formal, adequately bound, catalogued form, which shall include the names, addresses, telephone numbers and fax numbers of such persons, and shall further include notices as to where pertinent persons can and may be reached for emergency service, inclusive of nights, weekends and holidays; and
 7. All guaranties and warranties from all construction Trade Contractors as required by the Contract Documents for the Project.

- B. Notice of Substantial Completion.** The Construction Manager shall assist the District in obtaining a notice of Substantial Completion, including assisting in preparation and submittal of proper documentation to the appropriate agencies and assisting in final testing and other such activities. At conclusion of the Project, the Construction Manager shall prepare final Project accounting and close-out reports as reasonably required by the District.
- C. Assistance with Warranty Issues.** The Construction Manager shall assist the District with warranty problem resolution and other claims against any contractor(s) for defective work or performance up to two years after completion of the construction. Provided, however, upon reassignment of the trade contracts to the District, such assistance shall constitute additional services for which Construction Manager shall be entitled to additional compensation as agreed by the parties.

4. MODIFICATIONS TO CONSTRUCTION MANAGER'S SERVICES.

- A. District May Modify Agreement.** The District, without invalidating this Agreement, may make changes in the Construction Manager's required services under this Agreement. The Construction Manager will notify the District of any such changes that may increase or decrease the Construction Manager's compensation hereunder within fifteen (15) days after the Construction Manager first obtains knowledge of the change.
- B. Change of Scope of Services.** If the scope of the Construction Manager's services hereunder is changed, the Construction Manager's compensation shall be equitably adjusted. A written notice indicating that Construction Manger believes that a change in compensation for a change in services is warranted shall be given by the Construction Manager to the District within fifteen (15) days after the Construction Manager first obtains knowledge of the change. Failure to deliver such written notice l to the District within such fifteen (15) day period shall be deemed a waiver by the Construction Manager of its right to a change in compensation for such event. The amount of the change in compensation to be paid shall be determined on the basis of the Construction Manager's reasonable cost and a customary and reasonable adjustment in the Construction Manager's Fee.
- C. Time.**
1. The Construction Manager shall perform Basic (Construction Phase services and Post-Construction Phase Services) and Additional Services, if appropriate, as expeditiously as is consistent with reasonable skill and care, safety standards commonly observed, and the orderly progress of the Project and so as not to cause any delay to the progress of the Project.
 2. **Time is of the essence in the performance of this Agreement.** If the progress of the Project is at any time delayed as a result of any act or omission of the Construction Manager (each such delay, a "**Construction Manager Delay**"), then in lieu of actual damages to which the District would otherwise be entitled, the Construction Manager shall be liable for, and shall pay to the District, liquidated damages of \$500 per day as a result of such Construction Manager Delay. The District may deduct damages described in this Section (C)(2) from any unpaid amounts then or thereafter due the Construction Manager under this Agreement. Any such delay damages not so deducted from any unpaid amounts due the Construction Manager shall be payable to the District upon accrual of the same, together with interest thereon from the date such damages began to

accrue until paid at the rate of interest set forth in the General Conditions to this Agreement.

3. If the Project is delayed due solely as a result of the District's specific direction or due solely to the acts or omissions of the District or any of its agents or employees, consultants, or review agencies, exclusive of all Trade Contractors and their lower tiers (only to the extent such trade contracts are assigned to Construction Manager) and any sub-contractors, and such delay is unreasonable under the circumstances and was not contemplated by the parties at the time of contracting (each such delay, a "District Delay"), then the Construction Manager shall be entitled to an adjustment to the Construction Manager's compensation hereunder to account for the additional costs actually incurred by the Construction Manager as a result of such District Delay. The Construction Manager shall have no right to any additional compensation as a result of (or due to) any delays in the completion of the Project other than District Delays.

5. THE DISTRICT'S RESPONSIBILITIES

- A. **Information.** The District shall provide full information regarding the requirements of the Project, which shall set forth the District (and State, if applicable) objectives, constraints and criteria.
- B. **Representative.** The District shall designate a representative, authorized to act in the District's behalf with respect to the Project.
- C. **Architect.** The District shall retain an Architect whose services, duties and responsibilities are described in an Agreement executed between the Architect and the District. The terms and conditions of the District-Architect agreement will be furnished to the Construction Manager upon request. Actions taken by the Architect as agent of the District shall be the acts of the District, and the Construction Manager shall not be responsible for them.
- D. **Testing and Inspections.** The District shall employ a qualified Inspector of Record, required deputy inspectors and testing & inspection laboratories who shall furnish structural, mechanical, chemical and other laboratory tests, inspections and reports as required by law or the Contract Documents.
- E. **Professional Services.** The District shall obtain such legal, accounting and insurance counseling services as may be required to perform its duties under this Agreement, including such auditing services as the District may require verifying the Project applications for payment.
- F. **Intentionally Deleted**
- G. **Accuracy of Information.** The services, information and reports required by Section A through F above shall be furnished at the District's expense. The Construction Manager shall not be entitled to unreasonably rely upon apparently inaccurate or incomplete information or reports known to the Construction Manager. If the Construction Manager should believe that any information or report provided by the District is inaccurate or incomplete, the Construction Manager shall bring such belief to the attention of the District so as to allow the District to take any appropriate action to correct the error.
- H. **Notice to Construction Manager of Defects.** If the District observes or otherwise becomes aware of any fault or defect in the Project, or non-conformance with the Contract

Documents, prompt written notice thereof shall be given by the District to the Construction Manager and to the Architect.

- I. **Facilitate Progress of the Project.** The District shall furnish the required information and services and shall render approvals and decisions as expeditiously as necessary for the orderly progress of the Construction Manager's services and the work of the Trade Contractors.

6. **CONSTRUCTION COST**

- A. For purposes of this Agreement, "**Construction Cost**" shall be the total of the final contract sums of all of the separate construction contract(s) executed for the construction of the Project and the Construction Manager's compensation, General Conditions fees, bonds and insurance, together comprising the Guaranteed Maximum Price.
- B. Construction Cost does not include the compensation of the Architect and the Architect's consultants and engineers, the cost of the land, rights-of-way, the inspection and testing fees, or other costs which are the responsibility of the District.
- C. The Construction Manager assumes all risk of any cost overrun if the actual costs of construction exceed the Guaranteed Maximum Price. The Construction Manager at Risk, by this contract, has agreed to the assignment of all Trade Contractor Agreements entered into by the District and is solely responsible for the management of the Project Work under this Agreement.

6. **CONSTRUCTION SUPPORT ACTIVITIES**

- A. Construction support activities, shall be provided as General Conditions, subject to the provisions of the General Conditions.

7. **PERSONNEL ASSIGNMENT**

- A. **Construction Manager's Superintendent.** Throughout all phases of the Project hereunder, the Construction Manager's Superintendent for the Project shall be **Gerry Droge** (together with his permitted successors, the "**Construction Manager's Superintendent**"). So long as Construction Manager's Superintendent remains in the employ of the Construction Manager, such persons shall not be changed or substituted from the Project, or cease to be fully committed to the Project as deemed necessary by the District in its reasonable discretion, without the prior written consent or instruction of the District. Any violation of the terms and provisions of this Section shall constitute a material Default of the Construction Manager hereunder.
- B. **District Right to Remove Construction Manager's Superintendent.** Notwithstanding the foregoing provisions, above, if the Construction Manager's Superintendent, for good cause, proves not to be satisfactory to the District, upon written notice from the District to the Construction Manager, such person shall be promptly replaced by a person who is acceptable to the District in accordance with the procedures set forth below.
- C. **Selection of Replacement Construction Manager's Superintendent.** Within five (5) business days after receipt of a notice from the District requesting the replacement of Construction Manager's Superintendent, or promptly following the discovery by the

Construction Manager that Construction Manager's Superintendent is leaving the employ of the Construction Manager, as the case may be, the Construction Manager shall provide the District with the name of an acceptable replacement/substitution (together with such person's resume and other information regarding such person's experience and qualifications). The replacement/substitution shall commence work on the Project no later than five (5) days following the District's approval of such replacement, which approval shall not be unreasonably withheld. In the event that the District and the Construction Manager cannot agree as to the substitution of replacement of the Construction Manager's Superintendent, the District shall be entitled to terminate this Agreement for convenience.

- D. **Subcontracting.** The Construction Manager shall perform the services contemplated with resources available within its own organization and no portion of the services pertinent to this Agreement shall be subcontracted without prior written authorization of the District.

8. PAYMENTS TO THE CONSTRUCTION MANAGER

- A. **Payment for Basic Services.** Payments for Basic Services are due monthly upon presentation to the District of an invoice for such Basic Services and all invoices for General Conditions, incurred during such month. In no event shall the District be obligated to make any payment on account of Basic Services which would cause the total amount paid to the Construction Manager on account of Basic Services to exceed the Basic Services Amount set forth in the Agreement, unless this Agreement is formally amended. Invoices shall be paid within 30 days after approval.

1. When the Construction Manager's compensation for Construction Phase services is based or "capped" on a percentage of the total of the contract sums of all construction contracts executed in connection with the Project, and any portion or sub-portion of the overall Project is deleted or otherwise not constructed, compensation for such portions of the Project shall be payable to the extent Construction Phase Basic Services are actually performed on such portions, based upon the lowest figures from bona fide bids or negotiated proposals. The fee for Basic Services shall not be adjusted and no additional fees shall be payable to the Construction Manager in connection with Construction Phase Basic Services relating to the following: (a) compensation paid to the Architect, the Architect's consultants or other consultants hired by the District; (b) the costs of land or rights-of-way; (c) testing and inspection fees; (d) asbestos consulting, testing and abatement costs (unless managed by Construction Manager); (e) other costs which are the responsibility of the District.
2. As a condition to any payment for Construction Phase services hereunder, the Construction Manager shall submit to the District (a) duly executed conditional lien releases and waivers (in the form provided in California Civil Code Section 8132 - 8138) from the Construction Manager and all subcontractors, consultants and other persons retained by the Construction Manager in connection with the Project, whereby such persons conditionally waive all lien and stop notice rights against the District, the Project and the Project site with respect to the pending payment to be made by the District, (b) duly executed unconditional lien releases and waivers (in the form provided in California Civil Code Section 8132 - 8138) from the Construction Manager and all subcontractors,

consultants and other persons retained by the Construction Manager in connection with the Project, whereby such persons unconditionally and irrevocably waive all lien and stop notice rights against the District, the Project and the Project site with respect to all previous payments made by the District, and (c) any other items that the Construction Manager may be required to collect and distribute to the District pursuant to the terms and provisions of this Agreement. The Construction Manager shall promptly pay all amounts due to each subcontractor, consultant and other person retained by the Construction Manager in connection with the Project no later than ten (10) days after the Construction Manager's receipt of payment from the District.

- B. Payment for Additional Services.** Payments for the Construction Manager's Additional Services beyond the Basic Services, if such services are rendered, shall be made monthly concurrently with the payments made for Basic Services upon presentation of the Construction Manager's statement of Additional Services rendered or costs incurred but only for those Additional Services authorized in advance in writing by the District.
- C. Payments Withheld.** Subject to applicable Public Contract Code requirements, the District may at any time decline to pay the Construction Manager, or reduce or withhold any portion of a payment otherwise due the Construction Manager under this Agreement, if:
1. any demands, claims, causes of action or suits (including personal injury or property damage claims) are filed with respect to the Construction Manager's services under this Agreement or the acts or omissions of the Construction Manager or any subcontractor, consultant or other person employed by the Construction Manager in connection with the Project or there is reasonable evidence indicating the probable filing of any such demands, claims, causes of action or suits against the District or the Project;
 2. the District suffers or may suffer any loss, damage, liability, cost or expense as a result of the Construction Manager's deficient performance hereunder or as a result of the breach of its obligations under this Agreement (including, without limitation, any Construction Manager Delay);
 3. the District expends any amounts hereunder (pursuant to any term or provision of this Agreement) on behalf of the Construction Manager that are reimbursable by the Construction Manager pursuant to the terms hereof and such amounts are not promptly reimbursed by the Construction Manager; or
 4. To the extent that District makes payment in accordance with the Contract Documents, the Construction Manager fails to make any proper payments to any subcontractors, consultants or other persons employed by the Construction Manager in connection with the Project or any claims, liens or stop notices are filed against the Project or the District by any subcontractor, consultant or other person employed by the Construction Manager in connection with the Project, subject to applicable state law regarding such withholding. If the District elects to withhold payment from the Construction Manager hereunder, then the District will be permitted to withhold such amounts as the District may, in its reasonable discretion, deem necessary to protect it against any and all such claims, causes of action, suits, losses, damages, liabilities, costs or expenses (including, without limitation, actual damages resulting from a Construction Manager Delay).

D. Project Suspension or Abandonment.

1. If the Project is suspended or abandoned in whole or in part for more than three (3) consecutive months, the Construction Manager shall be compensated for all services performed, including payment in full of all undisputed amounts held in retention, prior to receipt of written notice from the District of such suspension or abandonment, and for reasonable costs of termination and work in progress by the Construction Manager at such time. If the Project is resumed after being suspended for more than three (3) consecutive months, the Construction Manager's compensation shall be resumed in a similar manner (either hourly or pro-rated portion of a lump sum agreement based upon time remaining), and without payment for any services during the period of suspension.
2. If construction of the Project has started and is stopped for a material period of time by reason of a District Delay, the District shall pay the Construction Manager actual damages caused as a direct result of such stoppage. The Construction Manager shall reduce the size of the Project-site staff after thirty (30) days' delay, or sooner if feasible, for the remainder of the delay period as directed by the District and, during that period, the District shall, in lieu of and not in addition to the actual damages, reimburse the Construction Manager only for the actual costs of such reduced staff and General Conditions during such delay. Upon termination of the stoppage, the Construction Manager shall return or provide the necessary Project site-staff as soon as practicable and no further compensation shall be paid for the delay.

9. CONSTRUCTION MANAGER'S ACCOUNTING RECORDS

Records of costs pertaining to the Project, including but not limited to those costs associated with General Conditions or Additional Services performed by the Construction Manager, shall be kept on the basis of generally accepted accounting principles and shall be available to the District or the District's authorized representative at mutually convenient times. The Construction Manager shall, until four (4) years after completion of all of its services hereunder or the termination of this Agreement by the District, whichever occurs first, maintain and require each of its subcontractors, consultants and any other persons employed by the Construction Manager in connection with the Project to maintain, complete and correct books and records relating to all aspects of the Construction Manager's obligations hereunder, including, without limitation, accurate cost and accounting records specifically identifying the non-stipulated or non-fixed costs and obligations incurred by the Construction Manager and, after such completion of services or termination of this Agreement, the Construction Manager shall continue to make such books and records available to the District, its authorized representative, or any other regulatory entity with jurisdiction over the Project, for review and audit, examination, excerpts and transactions at all such reasonable times as the District may from time to time require. Copies thereof shall be furnished if requested.

10. AUDIT AND INSPECTION OF RECORDS

At any time during normal business hours, and as often as DISTRICT may deem necessary, upon reasonable notice, Construction Manager shall make available to DISTRICT, or any of its duly authorized representatives, for examination, audit, excerpt, copying or transcribing, all data,

records investigation reports, job files, correspondence, emails, and all other writings as defined under Evidence Code section 250. This requirement includes provision of all Electronically Stored Information, as that term is defined in The California Electronic Discovery Act and expressly includes all electronic correspondence among employees of Construction Manager and between employees of Construction Manager and any other party that is not subject to attorney client privilege. Construction Manager will permit DISTRICT to audit and to make audits of all writings, including without limitation, invoices, payroll, progress reports, equipment records, personnel records, field measurements, quantities, pertinent accounting, financial, and project documents, including electronically stored writings, must be kept and maintained for a period of at least four (4) years, or for the period required by law, whichever is greater, after completion of performance hereunder, unless DISTRICTS written permission is given to dispose of same prior to that time. Notwithstanding the foregoing, any stipulated, fixed or lump-sum amounts shall not be subject to audit.

11. DISPUTE RESOLUTION

The procedure for presentation of claims, including the definition of a claim, is more fully set forth in the General Conditions to this Agreement. To the extent that there is any discrepancy between those General Conditions and any portion of this Dispute Resolution section, this section controls. Provided, however, that if this section is silent regarding an item contained in the General Conditions, that portion of the General Conditions is applicable.

A. Claims under \$375,000.

1. **Negotiation.** If a dispute arises out of or related to the Project or this Agreement or the breach thereof where the amount in controversy does not exceed \$375,000, the party making any claim shall first serve upon the other party a detailed breakdown of the claim and the parties will then enter into negotiations in an effort to resolve the dispute. The parties shall negotiate in good faith for a period of not less than thirty (30) days before either party shall be permitted to file a demand for mediation or arbitration as provided below.
2. **Mediation.** If a dispute arises out of or related to the Project or this Agreement or the breach thereof where the amount in controversy does not exceed \$375,000, and the parties fail to resolve the dispute by negotiation pursuant to Section A (1) above, the parties agree to try in good faith to settle the dispute by mediation in County of San Diego, California under the American Arbitration Association ("AAA") in effect on the date hereof before resorting to arbitration or litigation. Within seven (7) days after the mediation demand from either party hereunder (which demand shall not be made prior to the expiration of the negotiation period described in Section A (1) above unless the parties mutually agree otherwise), a mediator shall be selected by the agreement of the parties. In the absence of such agreement within such seven (7) day period a mediator shall be selected pursuant to the AAA Rules.

B. Claims Equal to or in Excess of \$375,000.

1. **Negotiation.** If a dispute arises out of or related to the Project or this Agreement or the breach thereof where the amount in controversy equals or exceeds \$375,000, the party making any claim shall first serve upon the other party a detailed breakdown of the claim and the parties will then enter into negotiations in an effort to resolve the dispute. The parties shall negotiate in good faith for a period of not less than thirty (30) days before either party shall be permitted to initiate formal judicial proceedings as provided below.
 2. **Litigation.** If a dispute arises out of or related to the Project or this Agreement or the breach thereof where the amount in controversy equals or exceeds \$375,000, and the parties fail to resolve the dispute by negotiation pursuant to Section A(1) above, then the dispute shall be resolved by formal judicial proceedings brought in any State or Federal court of competent jurisdiction located in the County of San Diego, State of California, and by the execution and delivery of this Agreement, each party hereto hereby accepts for itself, generally and unconditionally, the nonexclusive jurisdiction of the aforesaid courts and waives any defense of forum non conveniens and irrevocably agrees to be bound by any final judgment rendered thereby in connection with this Agreement. Although either party may appeal any decision, as permitted by federal or state law.
- C. **Waiver.** The parties may mutually agree in writing to waive the requirements of any of the procedures set forth in this Section 11 with respect to any particular dispute.
- D. **Continuing Performance.** Pending final resolution of any claim hereunder, unless otherwise provided by any term or provision of this Agreement or instructed by the District in writing, the Construction Manager shall proceed diligently with performance of the services required hereunder, and the District shall continue to make payment of all undisputed amounts in accordance with this Agreement.

12. DEFAULT; REMEDIES

- A. The following events shall constitute a default of the Construction Manager under this Agreement (each a "Default"):
1. If the Construction Manager commences a voluntary action under any chapter of the United States Bankruptcy Code as now or hereafter in effect or if the Construction Manager takes any equivalent or similar action by filing a petition or otherwise under any other Federal or State law in effect at such time relating to bankruptcy or insolvency;
 2. If a petition is filed against the Construction Manager under any chapter of the United States Bankruptcy Code as now or hereafter in effect at the time of filing or if a petition is filed seeking any such equivalent or similar relief against the Construction Manager under any other Federal or State law in effect at the time relating to bankruptcy or insolvency and such petition or filing is not dismissed within sixty (60) days after being filed;
 3. If the Construction Manager makes a general assignment for the benefit of creditors;
 4. If a trustee, receiver, custodian or agent of the Construction Manager is appointed under applicable law or under contract whose appointment of authority to take charge of

property of the Construction Manager is for the purpose of general administration of such property for the benefit of the Construction Manager's creditors;

5. If the Construction Manager, after reasonable written warning, fails to perform any of its obligations hereunder or breaches any of its obligations hereunder (including, without limitation, Construction Manager Delays, the failure to properly administer the construction contracts and advise the District on change orders and applications for payment under the construction contract(s));
 6. If, in the performance of services hereunder, the Construction Manager disregards or fails to comply with laws, ordinances, rules and regulations of any public body with jurisdiction;
 7. If the Construction Manager admits in writing an inability to pay its debts generally as they become due; or
 8. If the Construction Manager unreasonably fails to timely pay any amounts due to subcontractors, consultants and other persons hired or retained by the Construction Manager in connection with the performance of its services under this Agreement; provided, however, the Construction Manager hereby agrees to comply with any laws, or regulations regarding prompt payment of subcontractors, consultants and/or other persons hired/retained, if applicable.
- B. If a Default occurs, then upon fifteen (15) days' prior written notice, the District may, in addition to its right to terminate this Agreement, initiate and pursue against the Construction Manager any action at law or in equity (including, without limitation, an action for any losses or damages occurring to the District as a result of the Default). The District shall further have the right to cure any Default on behalf of and at the expense of the Construction Manager and to deduct any amounts so expended on behalf of the Construction Manager from any amounts otherwise due to the Construction Manager hereunder. All amounts expended by the District pursuant to the preceding sentence shall accrue interest from the date such amounts are so expended until they are reimbursed or paid to the Construction Manager at the rate of interest set forth in Section C below.
- C. Payments due and unpaid under this Agreement shall bear interest from the date payment is due at prevailing prime rate of the Bank of America NTSA, but in no event greater than the maximum permitted by law.

13. NOT USED

14. NOT USED

15. **HOLD HARMLESS**

The terms of this section are additive of any terms contained in the General Conditions to this Agreement and, taken together with those General Conditions, are intended to provide a full and complete description of the indemnity requirements of the Agreement.

- A. The Construction Manager hereby indemnifies, defends and holds harmless the District, its Board, officers, employees, and agents (collectively "District Indemnitees") (excluding the Inspector, Architect and other design professionals retained by the District or Architect) from

and against any and all liabilities, claims, demands, costs, losses, damages or expenses (including reasonable attorneys' fees and costs), to the extent arising out of or resulting from, the negligent, wrongful or willful acts or omissions of the Construction Manager, its employees, agents, subcontractors, independent contractors under verbal or written contract with the Construction Manager, or other representatives (collectively, the "**Construction Manager Parties**") or the breach by the Construction Manager of any of its obligations, duties or other responsibilities hereunder. The only exception to Construction Manager's responsibility to protect, save, defend and hold harmless the District is due to the sole negligence, willful misconduct or active negligence of the District, the District Indemnitees, or any of them. This indemnification provision shall apply to all liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by the Construction Manager.

B. The District agrees to defend, indemnify and hold the Construction Manager and the Construction Manager's directors, officers, employees, agents and affiliates harmless from any and all claims, damages, costs or liabilities arising out of or related to any hazardous materials that were present at, on or under the property prior to the commencement of the construction of the work or that are thereafter introduced to the site by persons other than the Construction Manager or any Trade Contractors or subcontractors. The Construction Manager shall not be responsible and shall have no obligations to indemnify, defend or hold harmless any person for claims, damages, costs or liabilities arising out of or related to the conduct of the District, or the District Indemnitees, excluding the conduct of the Construction Manager, Trade Contractors (if assigned to Construction Manager), subcontractors or consultants retained by Construction Manager. Notwithstanding any of the provisions of the contract Documents to the contrary, the Construction Manager shall not have any duty to indemnify any person, and shall not be liable to the District, its affiliates, or any other persons for any claims, damages, costs or liabilities arising out of or related to:

1. Hazardous materials to the extent that such materials were at, on or under or about the project site prior to the commencement of the work;
2. Hazardous materials introduced to the site by persons other than the Construction Manager or any of its subcontractors, suppliers or vendors, regardless of tier, or by process or forces such as infiltration or migration from off the project, which are not caused or controlled by Construction Manager, its subcontractors, or suppliers; or
3. Subsidence not caused by Construction Manager.

For purposes of this provision:

- a. Hazardous materials means any and all pollutants, toxic materials, gaseous emissions or substances, or hazardous materials (including, without limitation, substances such as lead, PCBs, hydrocarbons or asbestos.)
- b. Subsidence not caused by the Construction Manager means any subsidence, shifting, sliding, slippage, heaving, liquefaction, raising, lowering, collapse, swelling, dislocation of any soils, ground, rock or materials present at the project site, not

constructed as part of the work, which was contributed to or resulted from any cause or mechanism other than the active negligence of the Construction Manager or its subcontractors, suppliers or vendors, or from the failure of any of them to fulfill obligations they owe under the Contract Documents.

16. BASIS OF COMPENSATION

The District shall compensate the Construction Manager for the Basic Services provided hereunder, Payments to the Construction Manager, and the other terms and conditions of this Agreement.

17. GENERAL CONDITIONS

A. Description of General Conditions. General Conditions are defined as those generic support conditions which must be in place to support all construction aspects of the Project. The General Conditions to be provided by the Construction Manager in connection with the Project are included in the Contract Documents and by this reference incorporated herein.

B. Payment for General Conditions. Payment for General Conditions shall be invoiced by the Construction Manager, and paid by the District, monthly in accordance with the terms of this Agreement.

18. CONSTRUCTION MANAGER'S REPRESENTATIONS, WARRANTIES AND COVENANTS

A. The Construction Manager hereby represents and warrants as follows:

1. The Construction Manager is licensed and registered as a general contractor under the laws of the State of California;
2. The Construction Manager possesses the necessary skills, experience, knowledge (including knowledge of State and school and community college district requirements such as the Leroy F. Greene Act of 1998 - SB50), and technical and financial resources to undertake the performance of the services and obligations of the Construction Manager required herein; and
3. The personnel assigned and the agents, subcontractors and consultants employed or used by the Construction Manager in the performance of its obligations hereunder shall be of sufficient number and quality in all respects for such assignment, employment and use.

B. The Construction Manager hereby covenants and agrees as follows:

1. The Construction Manager shall not issue any modifications, amendments or change orders to any contract to which the District is a party (excluding any Trade Contract assigned to Construction Manager) unless the District executes such modification, assignment or change order, and the Construction Manager shall not have the power to bind the District to any such modifications, amendments or changes;

2. The Construction Manager shall perform all services hereunder in accordance with all applicable governmental laws, rules and regulations.

C. Not Used.

D. **Prevailing Wages.** The Construction Manager is alerted to the requirements of California Labor Code Section 1770 et seq., which would require the payment of prevailing wages, were the services or any portion thereof determined to be a public work as defined therein. The Construction Manager shall defend, indemnify, and hold harmless the District, its officers, employees, consultants, and agents from any claim or liability, including without limitation attorneys' fees, arising from any failure or alleged failure of the Construction Manager to comply with California Labor Code Sections 1770 et seq.

19. DRUG/SMOKE-FREE WORKPLACE

The District and all District projects are "drug-free" and "smoke-free" workplaces and, as such, require that the Construction Manager be subject to the requirements mandated by California Government Code Sections 8350, et seq., when on the Project site. The Drug-Free Workplace Act of 1990 requires that every person or entity awarded a contract or grant for the procurement of any property or service from a State agency certify that it will provide a drug-free workplace and, in that respect, comply with certain obligations set forth in that Act. In addition, the Drug-Free Workplace Act provides that each contract or grant awarded by the State agency may be subject to suspension of payments or termination for failure to comply with such Act. It is the sole responsibility of the Construction Manager to oversee its personnel on the Project. If the Construction Manager fails to comply with the Drug-Free Workplace Act or the smoke-free workplace policy of the District, the District may enforce its lawful rights to suspend pending or subsequent payments and to terminate this Agreement and may pursue all other rights and remedies it may have against the Construction Manager at law and/or in equity.

20. MISCELLANEOUS PROVISIONS

- A. **Compliance with All Laws.** This Agreement shall be governed by the laws of the State of California.
- B. **Statutes of Limitation.** As between the parties to this Agreement and as to all acts or failures to act by either party to this Agreement, any applicable statute of limitations shall commence to run, and any alleged cause of action shall be deemed to have accrued, in any and all events not later than the relevant date of substantial completion of the Project, and as to any acts or failures to act occurring after the relevant date of substantial completion of the Project, not later than the date of issuance of the final project certificate for payment.
- C. **Governing Law.** This Agreement shall be governed by and construed with the laws of the State of California, without regard to conflict of laws principles, and venue shall be in the appropriate state of federal court in San Diego County, State of California.
- D. **Attorneys' Fees.** In the event of any dispute between the District and the Construction Manager pertaining to the Project, neither party shall be able to recover attorney's fees associated with resolution of any such dispute.
- E. **Confidentiality of Construction Manager.** Except for communications between the Construction Manager and the architects, Trade Contractors and their independent

professional engineers, architects and other consultants and subcontractors incident to the completion of the Project, and except for publicity approved by the District in connection with filings and communications with governmental bodies having jurisdiction, and except as otherwise required by law or court order, the Construction Manager and District will keep all information concerning the Project and this Agreement confidential.

- F. **Authority to Execute Agreement.** Each individual and entity executing this Agreement hereby represents and warrants that he, she or it has the capacity set forth on the signature page hereof with full power and authority to bind the party on whose behalf he, she or it is executing this Agreement to the terms and provisions hereof.
- G. **Modifications.** No action or failure to act by the District or any District representative shall constitute a waiver of a right or duty afforded them under this Agreement, nor shall any such action or failure to act constitute approval of, or acquiescence in, a breach there under, except as may be specifically agreed in writing.
- H. **Headings.** Article and section headings, paragraph captions or marginal headings contained in this Agreement are for convenience only and shall have no effect in the construction or interpretation of any provision herein.
- I. **Conflicting Provisions.** In the event that provisions of any attached appendices or exhibits conflict in any way with the provisions set forth in this Agreement, the language, terms and conditions contained in this Agreement shall control in the actions and obligations of the Parties and the interpretation of the Parties' understanding concerning the performance of the Agreement.
- J. **Independent Contractor Status.** While engaged in carrying out and complying with the terms and conditions of this Agreement, the Construction Manager is an independent contractor and not a partner, officer, employee or agent of the District, and the District shall not be liable for any of the Construction Manager's acts, omissions, liabilities or other obligations as such.
- K. **Notices.** All notices required hereunder and communications regarding interpretation of the terms of the Agreement or changes thereto shall be provided by the mailing thereof as follows:

Construction Manager:

Sumeet Gadi

10620 Treena St., Ste. 200

San Diego, CA 92131

(858) 635-7400

District:

Steve Garcia

18422 Bear Valley Rd

Victorville, CA 92395

(760) 245-4271

Any notice so given shall be considered served on the other party three (3) days after deposit in the U.S. mail, first class postage prepaid, return receipt requested, and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred regardless of the method of service.

- L. **Execution in Counterparts.** This Agreement may be executed in counterparts, all of which, when taken together, shall constitute a fully executed original.

- M. Waiver.** No waiver by the District or the Construction Manager of a breach of any of the terms, covenants, or conditions of this Agreement by the other party shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, covenant, or condition contained herein. No waiver of any default by the District or the Construction Manager hereunder shall be implied from any omission by the other party to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect a default other than as specified in such waiver. The consent or approval by the District or the Construction Manager to or of any act by the other party requiring the consent or approval of the first party shall not be deemed to waive or render unnecessary such party's consent or approval to or of any subsequent similar acts by the other party.
- N. Exhibits and Recitals.** All Exhibits and Recitals contained herein are hereby incorporated into the agreement.

21. SUCCESSORS AND ASSIGNS

The District and the Construction Manager, respectively, bind themselves, their partners, successors, assigns and representatives to the other party to this Agreement, and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the District nor the Construction Manager shall assign or transfer this Agreement, any interest therein, or any portion of any interest thereof, without the prior written consent of the other. As used herein, the term "transfer" shall include the transfer of more than forty-nine percent (49%) of the voting stock of a corporation or the transfer of more than forty-nine percent (49%) of the equity interest of a partnership, limited liability company, joint venture or other similar entity.

22. EXTENT OF AGREEMENT

- A. Entire Agreement.** This Agreement represents the entire and integrated agreement between the District and the Construction Manager with respect to the subject matter hereof and supersedes any and all prior negotiations, representations or agreements, either written or oral, that may have existed, or do exist, between the parties. This Agreement may be amended only by written instrument clearly identified as an amendment to this Agreement and signed by both the District and the Construction Manager.
- B. No Third Party Rights.** Nothing contained herein shall be deemed to create any contractual relationship between the Construction Manager and the Architect or between the Construction Manager and any of the Trade Contractors, subcontractors, or material suppliers on the Project; nor shall anything contained in this Agreement be deemed to give any third party claim or right of action against the District, or the Construction Manager relating to this Agreement. The above provision notwithstanding, Contractor acknowledges and agrees to accept assignment of all successful Trade Contractors' contracts, upon execution by the District, pursuant terms and conditions mutually agreed upon between District and Construction Manager.
- C. Construction.** This Agreement reflects the negotiated agreement of the parties, each represented by competent legal counsel. Accordingly, the Agreement shall be construed as if both parties jointly prepared it, and no presumption against one party or the other shall govern the interpretation or construction of any of the provisions of this Agreement.

- D. Design.** Construction Manager shall not be liable for the adequacy or accuracy of any part of the Project design, the responsibility for which shall lie with the Architect.
- E. Unforeseen Conditions:** Construction Manager shall be afforded the protections of section 7104 of the Public Contract Code and shall not be liable for any conditions described therein.

INTENDING TO BE BOUND HEREBY, THE PARTIES EXECUTE THIS AGREEMENT AS FOLLOWS:

IN WITNESS WHEREOF, the Parties hereto have executed this agreement on the day and date first above written in counterparts, each of which shall without proof or accounting for other counterparts, be deemed an original contract.

Witness (Proprietorship or Partnership)

Construction Manager at-Risk

(Trade or Corporate Name)

By: _____

Attest: (Corporation)

(Owner, Partner, or Corp, Pres. or Vice Pres only)

Title: _____

By: _____

Title: _____
(Corporate Sec or Asst Sec. only)

This Agreement is executed this ____ day of _____, 2015.

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

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

TOPIC: AFT PART-TIME FACULTY UNITED AGREEMENT
SUBMITTED BY: AFT Part-Time Faculty United
RECOMMENDED BY: Trinda Best *Trinda Best*
APPROVED BY: Roger W. Wagner *Roger W. Wagner*

Description/Background:

The district and the part time faculty association have met and reached agreement concerning reopeners on the following articles for contract year 2015/16

- Article 6: Evaluations
- Article 9: Workload
- Article 12: Compensation
- Article 13: Faculty Assignments

The agreements have been ratified by the association and are presented to the board for approval.

Need: Board approval of the ratified articles is necessary to amend the contract with AFT Part-Time Faculty United.

Fiscal Impact: \$ 140,000

Recommended Action: The district requests that the Board of Trustees approve the ratified articles as presented.

Legal Review: YES ___ NOT APPLICABLE ___

Reference for Agenda: YES X NO ___

**TENTATIVE AGREEMENT BETWEEN
THE VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
and
AFT PART TIME FACULTY UNITED**

**REVISED
October 20, 2015**

ARTICLE 6: EVALUATION

6.2 Definitions

6.2.6 The Dean prepares a "final evaluation report" that includes the observation report, and a summary of student evaluations, and information regarding the adjunct faculty member's participation in the assessment and evaluation of Student Learning Outcomes as well as a description of how the unit member plans to use the results of the assessment of learning outcomes to improve teaching and learning.

6.4 General Evaluation Procedures

6.4.4 After all of the evaluation components have been completed, the Dean or Manager shall prepare a final evaluation report that includes the observation report and a summary of student evaluations. *The final evaluation report shall also include information regarding each adjunct faculty member's participation in the following:*

- a) *Assessment and evaluation of Student Learning Outcomes*
- b) *A description of how the unit member plans to use the results of the assessment of learning outcomes to improve teaching and learning. [See ACCJC Standard III(A) (6).]*

ARTICLE 9 - WORKLOAD

9.3 Minimum Class Size

~~The minimum class size shall be twenty (20) students enrolled as of the official census day. The Chief Instruction Officer may approve lower minimum enrollments. No class shall be cancelled if it meets the minimum enrollment as of the census day unless there are exceptional circumstances (e.g., instructor's catastrophic illness).~~

The following minimum class guidelines are to be followed during the regular academic year:

1) *The minimum class size for all classes shall be twenty (20) at census. The Chief Instructional Officer may make exceptions for reasons that shall include, but are not limited to:*

- a) *Required in a VVC certificate*
- b) *A course in a sequence of advanced study*
- c) *Limited by classroom/laboratory facilities*
- d) *An experimental or pilot course*



e) Governed by state regulations mandating class size

2) Classes with less than fifteen (15) students may be permitted by the Chief Instructional Officer if they meet the requirements of Title V, Section 51702.

3) Research and independent study are exempt from such guidelines.

4) The Chief Instructional Officer will review enrollment information based upon the close of regular registration as stated in the schedule of classes in order to determine course cancellations in accordance with Section 1 above.

If a class is permitted to continue, it will not be closed during a semester. If the enrollment drops to zero during the semester, the instructor will be compensated at their prevailing hourly rate for time worked up to the time of cancellation.

5) Any provisions in the Agreement applicable to class size (over-enrolled classes) during the regular school year and the summer session shall also be applicable in the winter session.

9.4 Maximum Class Size

9.4.1 ~~The maximum class size for "face to face", on campus classes will be limited by the capacity of the room in which the class is scheduled, except the maximum class size for English Composition shall be 30 students.~~

In order to maintain quality instruction and to best serve students, maximum course size will be determined by the Vice President of Instruction with discipline chair and in accordance with the Best Teaching Practices as prescribed by the Statewide Academic Senate. Course maximums will be listed on the course outline of record.

9.4.3 It is possible to have an over enrolled ~~online~~ class that is allowed by the Chief Instructional Officer and agreed to *in writing* by the faculty member. Over enrollment will be compensated at ~~the~~ *their* prevailing hourly rate and will not be counted as load. Payment will be according to Table 1 below:

TABLE 1

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

ARTICLE 12: COMPENSATION

12.1 Effective beginning with the Winter 2015 semester (January), part-time instructors shall be paid for credit courses as shown in Table A.

**Table A
Academic/Vocational**

	Column A	Column B	Column C	Column D	Doctoral Stipend*
Hourly Rate	\$56 '57	\$57 '58	\$59 '60	\$61 '62	\$100/unit for the academic year
Unit of Pay Credit Courses	\$1008 \$1026	\$1026 \$1044	\$1062 \$1080	\$1098 \$1116	

Academic:	Vocational**
Column A – Minimum Qualifications	Column A – Minimum Qualifications ****
Column B – (MA + 15 or BA+60 ***)	Column B – (AA with 6 years of professional experience ****)
Column C – (MA + 30 or BA+75 ***)	Column C – (BA with 2 years of professional experience ****)
Column D – (MA + 30 or BA+90 ***)	Column D – (MA with 2 years of professional experience ****)

- * Not to exceed \$3,000
- ** Those disciplines for which a master's degree is generally not expected or available
- *** Including Master's Degree
- **** Required Professional experience cannot be used for vertical progression on schedule

12.1.1 All adjunct faculty are to be paid for credit courses with a stipend for accredited Doctorates.

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

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

12.2.3 Acceptable Degrees and Units for Placement or Lateral Movement on the Salary Schedule

1. Only degrees and units from colleges accredited by the following Regional Accreditation Associations are accepted:

- a. Middle State Association of ~~College & Secondary~~ Schools and Colleges (MSA)
- b. New England Association of College & Secondary Schools (NE)
- c. North Central Association of ~~College & Secondary~~ Schools and Colleges (NC)
- d. Northwest Association of Secondary & Higher Schools (NW)
- e. Southern Association of College and Schools (SA)
- f. Western Association of Schools and Colleges (WASC),
- g. Accrediting Commission for Community and Junior Colleges (ACCJC)

12.3 *Effective Fall 2015* Part-time instructors shall be paid for non-credit courses as shown in Table B.

**Table B
Non-Credit Pay**

Implementation Date	Hourly Rate
Spring 2009	\$40
Fall 2015	\$46

12.5 Part Time Faculty shall be paid one hundred dollars (\$100) for writing all components of each SLO assessment requested by their Division Dean. A Part Time Faculty member is not responsible for any assessment(s) unless they receive an explicit written request from their respective Dean asking them to conduct an assessment for a specific course in their discipline. If a Part Time Faculty member is required by his/her Division Dean to create a rubric because one does not already exist, he/she shall be paid an additional fifty-nine dollars (\$59) for the creation of the rubric.

SLO assessments must be submitted by the due date directed by the Dean. The SLO assessment coordinator will provide confirmation of receipt of assessment to the respective Dean and the adjunct faculty member.

Payment shall be made to the Part Time instructors at the next available payroll after instructor submits his/her completed assessments to the appropriate Division Dean with a form including the courses and section numbers he or she has assessed.

ARTICLE 13: FACULTY ASSIGNMENTS

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

13.4.6 Adjunct faculty who are determined to be no longer eligible by the Chief Instructional Officer for priority assignment will be notified in writing by the Dean.

~~**13.5.4 Adjunct faculty who voluntarily decline all offered assignments within a discipline, without approval of the Chief Instructional Officer, shall lose all priority of assignment rights.**~~ *Adjunct faculty, who fail to return a signed contract prior to the first day of their instructional assignment, will forfeit their right of assignment for the semester unless approved by the Chief Instructional Officer or unless the District fails to provide the contract in a timely manner to meet the deadline in this Article.*

Both parties mutually agree to the following:

Article 9 - will be brought back next negotiations session by mutual agreement and not counted against the allotted re-openers.

Article 12 – both parties have mutually agreed to waive wage proposals in the 2016/2017 cycle.



SLO Assessment Compensation Form (Appendix E)

(REVISED AS OF SEPTEMBER 2015)

This form is to be turned in along with SLO assessment materials to your division dean by the date determined by the dean.

Only courses assessed pursuant to explicit written request from Discipline dean are eligible for compensation. Please list below the eligible courses and sections you have assessed:

- | | | |
|------------|----------|----------------------------|
| 1) Course: | Section: | New Rubric Required (Y/N): |
| 2) Course: | Section: | New Rubric Required (Y/N): |
| 3) Course: | Section: | New Rubric Required (Y/N): |

You will be paid \$100 for each SLO you assessed,
Plus \$59 for each new rubric (i.e. previously not existing) created Total \$ _____

Name: _____ Date: _____

Signature _____

The above reflects the completion of negotiations between Victor Valley Community College District and AFT Part Time Faculty United Local 6286 for the 2015-2016 cycle. Included is language on Articles 6, 9, 12, and 13 along with the addition of Appendix E to match the newly negotiated language in Article 12.5.

District Representative(s)

Date Signed

J Linda Best

11/2/2015
11/2/2015

AFT Local 6286 Representative(s)

Carolyn Ritchie

November 2, 2015
November 2, 2015


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

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

TOPIC: QUARTERLY FINANCIAL REPORTS

SUBMITTED BY: Karen Hardy, Fiscal Services

RECOMMENDED BY: Karen Hardy 

APPROVED BY: Roger Wagner 

Description/Background:

Financial reports are being presented for the period ending September 30, 2015, for the General Fund (01), Special Revenue Fund (39), Bond Fund (42), Capital Outlay Projects Fund (71), Child Development Center Fund (72), Student Center Fee Fund (73), Health Trust Fund (75), Insurance Trust Fund (78), ASB, Auxiliary Services, Bookstore, and Federal Grant Funds.

A copy of the original unaudited quarterly financial report is available in the Superintendent/President's office.

Need: N/A

Fiscal Impact: None

Recommended Action:

This is an information only item.

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: STUDENT UNPAID INTERNSHIP PROGRAM – JOHNSON CONSTRUCTION & DEVELOPMENT, INC.

SUBMITTED BY: Ron Graham, Dean, Health Sciences, Public Safety & Industrial Technology

RECOMMENDED BY: Peter Maphumulo 

APPROVED BY: Roger W. Wagner 

Description/Background:

The District desires to present to the board for informational purposes only a signed Standard Agreement for a Student Unpaid Internship Program between Victor Valley Community College District and Johnson Construction & Development, Inc. This agreement provides unpaid internship opportunities for students through the Cooperative Education Department's Internship Program. The term for this agreement shall commence on the effective date and remain in effect until terminated by either party with the following stipulations. Either party to the agreement may terminate said agreement by giving a 60-day written notice to terminate the agreement **without cause** to the proper legal representatives of the other party or until either party terminates the contract **for cause** upon five (5) working days' notice, provided that the other party has been informed of the cause and is unable or unwilling to make the changes necessary to fix the problem immediately.

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

Need:

To provide students enrolled in the Cooperative Education Department's Internship Program internship opportunities so as to expand their educational experiences from on-campus to off-campus.

Fiscal Impact:

None

Recommended Action:

No action required.

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)** **_x_**

TOPIC: STUDENT UNPAID INTERNSHIP PROGRAM – THE BRADCO COMPANIES

SUBMITTED BY: Ron Graham, Dean, Health Sciences, Public Safety & Industrial Technology

RECOMMENDED BY: Peter Maphumulo *Peter Maphumulo*

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

Description/Background:

The District desires to present to the board for informational purposes only a signed Standard Agreement for a Student Unpaid Internship Program between Victor Valley Community College District and The Bradco Companies. This agreement provides unpaid internship opportunities for students through the Cooperative Education Department's Internship Program. The term for this agreement shall commence on the effective date and remain in effect until terminated by either party with the following stipulations. Either party to the agreement may terminate said agreement by giving a 60-day written notice to terminate the agreement **without cause** to the proper legal representatives of the other party or until either party terminates the contract **for cause** upon five (5) working days' notice, provided that the other party has been informed of the cause and is unable or unwilling to make the changes necessary to fix the problem immediately.

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

Need:

To provide students enrolled in the Cooperative Education Department's Internship Program internship opportunities which will expand their educational experiences from on-campus to off-campus.

Fiscal Impact:

None

Recommended Action:

No action required.

Legal Review: YES NOT APPLICABLE ___

Reference for Agenda: YES ___ NO

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

BOARD CONSENT <input type="checkbox"/>	BOARD ACTION <input type="checkbox"/>	BOARD INFORMATION (no action required) <input checked="" type="checkbox"/>
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TOPIC: STUDENT UNPAID INTERNSHIP PROGRAM – DAILY PRESS

SUBMITTED BY: Ron Graham, Dean, Health Sciences, Public Safety & Industrial Technology

RECOMMENDED BY: Peter Maphumulo 

APPROVED BY: Roger W. Wagner 

Description/Background:

The District desires to present to the board for informational purposes only a signed Standard Agreement for a Student Unpaid Internship Program between Victor Valley Community College District and the Daily Press. This agreement provides unpaid internship opportunities for students through the Cooperative Education Department's Internship Program. The term for this agreement shall commence on the effective date and remain in effect until terminated by either party with the following stipulations. Either party to the agreement may terminate said agreement by giving a 60-day written notice to terminate the agreement **without cause** to the proper legal representatives of the other party or until either party terminates the contract **for cause** upon five (5) working days' notice, provided that the other party has been informed of the cause and is unable or unwilling to make the changes necessary to fix the problem immediately.

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

Need:

To provide students enrolled in the Cooperative Education Department's Internship Program internship opportunities so as to expand their educational experiences from on-campus to off-campus.

Fiscal Impact:

None

Recommended Action:

No action required.

Legal Review: YES NOT APPLICABLE

Reference for Agenda: YES NO