

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

Date: February 10, 2009

Place: Board Room Victor Valley Community College
18422 Bear Valley Road, Victorville, CA 92395

AGENDA

1. CALL TO ORDER

5 p.m.

ROLL CALL

PLEDGE OF ALLEGIANCE

ANNOUNCEMENT OF ITEMS DELETED OR CORRECTED FROM THE AGENDA

ANNOUNCEMENT OF ITEMS TO BE CONSIDERED IN CLOSED SESSION

2. CLOSED SESSION

- (a) CONFERENCE WITH LEGAL COUNSEL--EXISTING LITIGATION
(Subdivision (a) of section 54956.9 of the Government Code)

Boenheim v. Victor Valley College, San Bernardino Superior Court, Victorville District,
Case Number CIVVS 803769

Tortorici v. Victor Valley College, San Bernardino Superior Court, Victorville District, Case
Number CIVVS 803762

- (b) CONFERENCE WITH LEGAL COUNSEL--POTENTIAL LITIGATION
Government Code Section 54956.9 (b)

1. EEOC Claim Number 480-2009-00397
2. Internal Discrimination Charge

- (c) CONFERENCE WITH LEGAL COUNSEL--POTENTIAL LITIGATION
Government Code Section 54956.9 (b) (3) (A)
(1 case)

- (d) CONFERENCE WITH LABOR NEGOTIATORS – Government Code Section 54957.6
District Representative: Dr. Robert Silverman

Employee Organizations: CSEA, AFT, CTA

- (e) PUBLIC EMPLOYEE APPOINTMENT – Government Code Section 54957
 - Director of Evening Operations, Instructional Support Programs
 - Interim Director of Disabled Student Programs and Services (DSPS)
- (f) PUBLIC EMPLOYEE PERFORMANCE EVALUATION – Government Code 54957
 - Director of Special Grants Programs
 - Executive Dean, Student Services
 - Dean, Instructional Programs, STEM
 - Director, Trio Programs
 - Dean Instructional Programs, Health Sciences & Public Safety
 - Executive Dean of Institutional Effectiveness
 - Director, EOPS/CARE
 - Executive Dean, Technology & Information Resources
 - Dean, Instructional Programs, Humanities, Arts & Social Sciences

PUBLIC COMMENTS RELATED TO CLOSED SESSION ITEMS

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

RECESS TO CLOSED SESSION

3. RECONVENE TO OPEN SESSION

6 p.m.

3.1 Closed Session Report

PUBLIC COMMENTS RELATED TO AGENDA ITEMS

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

4. SUPERINTENDENT/PRESIDENT'S REPORT

- Faculty Senate

5. CONSENT AGENDA

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

Approval of consent items.

YES ___ NO ___

- 5.1 Approval of the minutes of the December 8, 2008 regular Board meeting
- 5.2 Agreement – Ebmeyer Charter and Tour
Approval of the agreement between Victor Valley Community College District and Ebmeyer Charter Tour to provide transportation for registered students of Victor Valley Community College, Janet Long, Director of Trio Program and Jessica Diaz, Counselor of Student Support Services. Fiscal Impact: \$1,104.75 funded by Title IV grant funded.
- 5.3 Agreement- Victor Valley Union High School District
Ratification of the agreement between Victor Valley Community College District and Victor Valley Union High School District to provide transportation for Upward Bound Math and Science Department students to be brought to Victor Valley Community College from their high schools for the Saturday Academy on September 13, 2008. Fiscal Impact: \$1,293.75, funded by Upward Bound Math and Science Program.
- 5.4 Agreement – Apple Valley Fire Protection District
Ratification of the agreement between Victor Valley Community College District and Apple Valley Fire Protection District for maintenance on various fire apparatus. The period of this agreement is from January 6, 2009 through June 30, 2009. Fiscal Impact: Not to exceed \$15,000.00 – budgeted item.
- 5.5 Donations Science Equipment
Approval of the donations from Victor Valley Community College District to three local schools in the Victor Valley. Fiscal Impact: None
- 5.6 California Early Childhood Mentor Program New List of Mentors
Approval of the three new teachers for the California Early Childhood Mentor Program at Victor Valley Community College District. Fiscal Impact: None
- 5.7 Agreement – Independent Contractor – William L. Garrison
Approval of the agreement between Victor Valley Community College District and William L. Garrison to provide evaluation services to faculty and staff consistent with the Title V – HSI and GEAR UP grant objectives. Fiscal Impact: Not to exceed \$6,500.00, Title V – HSI grant \$5,000.00, GEAR UP Grant \$1,500.00.
- 5.8 Agreement – Independent Contractor – Terry Kurtz
Approval of the agreement between Victor Valley Community College District and Terry Kurtz to provide video services for men's and women's basketball games. Fiscal Impact: Not to exceed \$700.00, budgeted item.
- 5.9 Agreement – Independent Contractor – Thomas Kirk Riding
Ratification of the agreement between Victor Valley Community College District and Thomas Kirk Riding to provide pairing and score keeping for the 2008 CCCAA State Wrestling Tournament. Fiscal Impact: Not to exceed \$550.00 State wrestling account.

5.10 Agreement – Independent Contractor – MKH Electronics

Ratification of the agreement between Victor Valley Community College District and MKH Electronics to provide service and repair of ultrasound machines, combo ultrasound/stim machines, hydrocollators, and whirlpools in the athletic training room. The period of this agreement is through June 30, 2009. Fiscal Impact: Not to exceed \$2,000.00

5.11 Agreements – Contract Education Services

Approval of the Contract Education Services' agreements listed below to obtain a food handlers certification card by attending a two-hour class. Fiscal Impact: \$1,200.00 to the District

Vendor:	Income to the District
Pho Belwood	\$ 300.00
Yum Yum Donuts	\$ 300.00
Circle K Corporation	\$ 600.00
Total:	\$1,200.00

5.12 Agreement – Boston Reed College

Approval of the agreement between Victor Valley Community College District and Boston Reed College to provide a Pharmacy Technician course. The period of this agreement is from March 14, 2009 through October 17, 2009. Fiscal Impact: \$1,690.00 per student enrolled in Boston Reed College's Pharmacy Technician Program. \$300.00 per student to the District.

5.13 Curriculum Changes

Approval of the curriculum changes that were approved by the committee on October 23, November 13, and December 11, 2008. Fiscal Impact: None

5.14 Contract – Digital Networks Group, Incorporated

Approval of the agreement between Victor Valley Community College District and Digital Networks Group, Incorporated to enhance five science classrooms with new audio and visual learning systems. Fiscal Impact: \$29,195.59, funded by Title V Grant.

5.15 2009-2010 Academic Calendar

Approval of 2009-2010 academic calendar. Fiscal Impact: None

5.16 Agreement – Independent Contractor – Maria Bitonti

Ratification of the agreement between Victor Valley Community College District and Maria Bitonti to provide training services to partner liaisons consistent with the Career Pathways grant objectives. Fiscal Impact: Budgeted item, not to exceed \$306.00 Career Pathways grant.

5.17 Agreement – Independent Contractor – Tammy D. Sanchez

Ratification of the agreement between Victor Valley Community College District and Tammy D. Sanchez to provide training services to partner liaisons consistent with the Career Pathways grant objectives. Fiscal Impact: Budgeted item, not to exceed \$306.00 Career Pathways grant.

5.18 Authorized Signatory

Approval of the signature of Gholam Javaheripour to conduct college business. Fiscal Impact: None

- 5.19 Agreement – XIRRUS
Ratification of the agreement between XIRRUS and Victor Valley Community College District to support minimal level of wireless computer access for students and staff. Fiscal Impact: \$6,890.00 – budgeted item.
- 5.20 Purchase Agreement – CPI Building Management & Leasing
Approval of the agreement between CPI Building Management & Leasing and Victor Valley Community College District to purchase office furniture at a reduced cost. Fiscal Impact: \$27,500.00, Fund 71 expenditure. (This project is partially State funded and a portion of this may be reimbursable through the State. Any portion that is not reimbursable has been previously budgeted.)
- 5.21 Notice of Completion – Existing Gymnasium Demolition
Approval of a Notice of Completion for the GC Builders, Inc., bid package 20– Existing Gymnasium Demolition – for the Seismic Replacement Auxiliary Gymnasium (aka: Adaptive PE Center) Project. Total contact amount for the bid package was \$329,000.00. Fiscal Impact: None.
- 5.22 Scope of Work Addendum – RGP Planning and Development Services
Ratification of the addendum #2 to the scope of work provided by RGP Planning and Development Services pertaining to the Program Environmental Impact Report (EIR) for the 2007 Facilities Master Plan; Board approved on September 11, 2007. Fiscal Impact: \$5,850.00 – Fund 71 Expenditure.
- 5.23 Board of Trustees Payments Report
Approval of the Board of Trustees Payments Report. Fiscal Impact – None.
- 5.24 Approval of Academic Equivalency Request - Christina A. Shelby – Art and Photography
Approval of the equivalency request for Christina A. Shelby – Art and Photography. Fiscal Impact: None
- 5.25 Agreement – Contract Education Services
Approval of an agreement between Victor Valley Community College District and Roger Burgraff, Ph.D. to provide workshops, “How to Deal with Disagreements, Conflict, and Confrontation”, and “How to Deal with Difficult People with Tact and Skill.” The period of this agreement is February 11, 2009, through June 30, 2009. Fiscal Impact: \$1,000.00 to the District.
- 5.26 Agreement – Contract Education Service
Approval of an agreement between Victor Valley Community College District and Rounds, Miller, and Associates to provide a workshop, “Using Your Computer to Make Money.” The period of the agreement is from April 23, 2009, through June 30, 2009. Fiscal Impact: \$390.00 to the District.
- 5.27 Agreement – Contract Education Services
Approval of an agreement between Victor Valley Community College District and Learn CPR 4 Life to provide workshops, “American Heart Association Healthcare Provider CPR”, and “CPR/First Aid.” The period of this agreement is from February 11, 2009, through June 30, 2009. Fiscal Impact: \$9,000.00 to the District.

- 5.28 Agreement – Contract Education Services
Approval of an agreement between Victor Valley Community College District and Tomco Driving School to provide workshops, “Driver Education”, and “Online Driver’s Education.” The period of this agreement is from February 11, 2009, through June 30, 2009. Fiscal Impact: \$5,500.00 to the District.
- 5.29 Agreement – Contract Education Services
Approval of an agreement between Victor Valley Community College District and Archangel to provide a workshop, “Retirement Planning Today”. The period of this agreement is from February 10, 2009, through May 09, 2009. Fiscal Impact: \$2,000.00 to the District.
- 5.30 Agreement – Contract Education Services
Approval of an agreement between Victor Valley Community College District and Standing Room Only Productions, Inc. to provide a workshop, “Youth performance Arts.” The period of this agreement is from February 11, 2009, through June 30, 2009. Fiscal Impact: \$1,600.00 to the District.
- 5.31 Agreement – Contract Education Services
Approval of an agreement between Victor Valley Community College District and Voices for All to provide a workshop, “An Introduction to Voiceovers.” The period of this agreement is from February 11, 2009, through June 30, 2009. Fiscal Impact: \$600.00 to the District.
- 5.32 Agreement – Contract Education Services
Approval of an agreement between Victor Valley Community College District and Notary Public Seminars to provide a workshop, “Notary Public.” The period of this agreement is from April 4, 2009, through June 30, 2009. Fiscal Impact: \$1,500.00 to the District.
- 5.33 Agreement – Contract Education Services
Approval an agreement between Victor Valley Community College District and Debbi Harper to provide a workshop, “The Brain Class – A Blueprint for Brain Fitness.” The period of the agreement is from February 11, 2009, through June 30, 2009. Fiscal Impact: \$390.00 to the District.
- 5.34 Agreement – Contract Education Services
Approval of an agreement between Victor Valley Community College District and Interactive Teaching to provide a workshop, “How to Motivate the Unmotivated Child.” The period of this agreement is from February 11, 2009, through June 30, 2009. Fiscal Impact: \$390.00 to the District.
- 5.35 Agreement Renewal – Affiliated Computer Services, Inc.
Approval of the renewal agreement with Affiliated Computer Services to provide 1098-T reporting requirements for tax year 2008. Fiscal Impact: Budgeted item from Fund 01, not to exceed \$22,000.00
- 5.36 Independent Contractor – Mike Tran
Ratification of an agreement between Victor Valley Community College District and Mike Tran to assist the MIS department with the 1098 process; train current Systems Analyst on Financial Aid process(es) available within Datatel. Fiscal Impact: \$15,000.00, budgeted item.

ACTION AGENDA

6. BOARD OF TRUSTEES

6.1 Separate approval of items pulled from consent agenda

6.2 Resolution 09-02 – Change of Election Day – San Bernardino and Los Angeles County
Approval of the resolution permitting Victor Valley Community College District to change its election day with the approval of the Board of Supervisors of the Counties of San Bernardino and Los Angeles from November 2009 to November 2010. Fiscal Impact: Cost savings to the District will vary from election to election dependent on the numbers of items on the ballot. Savings would be approximately \$200,000 over a two-year period. In addition, there is a one time cost of \$21,000 to notify voters of the change.

7. SUPERINTENDENT/PRESIDENT

7.1 Resolution 09-01 – Authorizing the issuance of Victor Valley Community College District (Los Angeles and San Bernardino Counties, California) Election of 2008 General Obligation Bond

YES ___ NO ___

Adoption of the resolution authorizing the issuance of Victor Valley Community College District (Los Angeles and San Bernardino Counties, California) Election of 2008 General Obligation Bond. Fiscal Impact: \$297,500,000.00, budgeted item from bond proceeds.

7.2 Agreement for Purchase and Sale of Real Property and Joint Escrow Instructions

YES ___ NO ___

Approval of the agreement and Joint Escrow instructions between Victor Valley Community College District and Carl E. Ross Living Trust effective upon acceptance by the Governing Board of the Victor Valley Community College District. Seller is the owner of approximately 55 acres of vacant real property located on the east side of US 395, south of Main Street, APN 3064-571-01. Fiscal Impact: \$10,890,000.00, budgeted item from bond proceeds.

7.3 Victor Valley College District Foundation, Inc. - Property Evaluation Documents - Invoice for Approval

YES ___ NO ___

Approval to pay Victor Valley College District Foundation, Inc. for Property Evaluation Documents dated January 22, 2009 for Biological Constraints, Phase I Environmental Site Assessment, Cultural Resources Survey, Geotechnical Investigation, and Buyer's Copy of Property ID – Invoice amount: \$25,500.00, budgeted item from bond proceeds.

8. INSTRUCTION

8.1 Tutor Salary Schedule

YES ___ NO ___

Approval to eliminate the tutoring levels and go to the flat rate of minimum wage for tutors who are student workers. Fiscal Impact: None.

10. ADMINISTRATIVE SERVICES

10.1 Foundation Donations

YES ___ NO ___

Acceptance of the donations as college property from the Victor Valley College District Foundation of \$99,625.90 in-kind cash donations, (\$15,390.44 in scholarships) for a total amount of \$115,016.34. In addition the Foundation has also received property donations as listed. Donations are for the period ending December 2008. Fiscal Impact: None.

- 10.2 Agreement – Program Management Services – gkkWorks YES ___ NO ___
Approval of the agreement between Victor Valley Community College District and gkkworks for Program Management services at a rate not to exceed a total aggregate of five percent (5%) of total project costs related to Measure JJ. Fiscal Impact: Compensation to gkkWorks for project management services as defined in contract shall not exceed a total aggregate of five percent (5%) of total project costs related to Measure JJ paid for services rendered monthly, and based on bond amount less Certificate of Participation and land costs - budgeted item from bond proceeds.
- 10.3 Bond: Establishment of New Funds YES ___ NO ___
Approval of the establishment of the *Revenue Bond Construction Fund* and the *Revenue Bond Project Fund*. Fiscal Impact: None
- 10.4 2007-2008 Financial Audit YES ___ NO ___
Acceptance of the 2007-2008 financial audit. Fiscal Impact: None
- 10.5 Agreement – Asera LLC YES ___ NO ___
Approval of the agreement between Victor Valley Community College District and Asera LLC to provide services in connection with the District's renewable energy conservation, and technology development program. Fiscal Impact: Budgeted item from bond proceeds, not to exceed \$60,000.00.
- 11. HUMAN RESOURCES**
- 11.1 Public Hearing for AFT Initial Negotiations Proposal to District for 2008/2009 Reopeners YES ___ NO ___
a) The Board president hereby declares the hearing open
b) The public may now comment on the initial proposal
c) The board president hereby declares the hearing closed
- 11.2 Management Appointment, Director of Evening Operations, Instructional Support Programs – Timothy Johnston YES ___ NO ___
Approval of the appointment of Timothy Johnston, Director of Evening Operations, Instructional Support Programs beginning on or after February 11, 2009. Fiscal Impact: Range 18 on the Management Salary Schedule, \$7,235 per month plus benefits.
- 11.3 Revised, Management Position and Job Description – Chief, Campus Police YES ___ NO ___
Approval of the revised job description and placement on the management salary schedule. Fiscal Impact: Budgeted item, Level 19 of the Management Salary Schedule, \$7,992-\$10,214/month, plus benefits.
- 11.4 New Management Position and Job Description, Executive Director Foundation/Institutional Advancement YES ___ NO ___
Approval of the new job description and placement on the management salary schedule. Fiscal Impact: Level 19 of the Management Salary Schedule, \$9,727 per month plus benefits.

- 11.5 Management Appointment, Interim Director of Disabled Student Programs and Services (DSPS) YES ___ NO ___

Approval of the appointment of Jaclyn Trost as Interim Director of Disabled Student Programs and Services (DSPS) beginning on or after February 11, 2009 Fiscal Impact: Budgeted item, Range 18 on the Management Salary Schedule, \$7.992/month plus benefits.

- 11.6 Academic Contract Recommendations – Approval of One-Year Reemployment Contracts YES ___ NO ___

Approval of the one-year reemployment contract for the 2009-2010 academic year for two probationary academic employees completing their first full year of satisfactory service, Marsha Cole, Child Development and Yoko Inagi, Librarian. Fiscal Impact: Budgeted item.

- 11.7 Academic Contract Recommendations – Approval of Two-Year Reemployment Contract YES ___ NO ___

Approval of the two-year reemployment contract for the 2009-2011 academic years for Russell McCord, Respiratory Therapy for completing his first full year of satisfactory service. Fiscal Impact: Budgeted item.

- 11.8 Academic Contract Recommendations – Approval of Tenure Status YES ___ NO ___

Approval of the reemployment contract and tenure status for Jessica Gibbs, Biology and Jeanine Speakman, Nursing for all subsequent year.. Fiscal Impact: Budgeted item.

12. INFORMATION/DISCUSSION

- 12.1 Monthly Financial Reports
Submitted as an informational item.

- 12.2 First Reading - Board Policy – Rejection of a Prospective Bidder
Submitted as an informational item.

13. REPORTS (3 minute limit per report)

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

- 13.1 Foundation

- 13.2 Employee Groups

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

14. TRUSTEE COMMENTS

- ASB

15. Public Comments Related to Non-Agenda Items

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

16. ADJOURNMENT

YES ___ NO ___

It is the intention of Victor Valley Community College District to comply with the Americans with Disabilities Act in all respects. Any person with a disability may request that this agenda be made available in an appropriate alternative format. A request for a disability-related modification or accommodation may be made by a person with a disability who requires a modification or accommodation in order to participate in the public meeting to Jeffrey Holmes, Victor Valley College, 18422 Bear Valley Road, Victorville, California 92395-5849, (760) 245-4271, Ext. 2596, from 8:30 a.m. to 5:00 p.m., Monday through Friday, at least 48 hours prior to the meeting to make reasonable arrangements. Government Code Section 54954.2.



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

Date: December 9, 2008

Place: Workshop 5-6 p.m.: Board Room Victor Valley Community College
18422 Bear Valley Road, Victorville, CA 92395

Regular Meeting 6 p.m.: Board Room Victor Valley Community College
18422 Bear Valley Road, Victorville, CA 92395

Bond Workshop ~ Design Build/Traditional Comparison

5-6 p.m.

The Board of Trustees of Victor Valley Community College District met in Open Session on December 9, 2008 in the Board Room of the Administration building. Mr. Nelson, Board President called the meeting to order at 5:03 p.m.

Absent: Bettye Underhill, Christina Zambrano

Bettye Underhill arrived at 5:13 p.m.

Christina Zambrano arrived at 6 p.m.

Bob Silverman introduced Bill Pate, attorney with Stutz, Artiano, Shinoff, and Holtz, Jim Lents, Pomona Valley Hospital, and Steve Lantsberger Economic Development Director with the City of Hesperia all of whom have had extensive experience with Design Build.

Dr. Silverman presented the anticipated timelines for the Public Safety Training Center, Workforce Development Center, main campus refurbishment, bond sale and COP payoff. This presentation provided an overview on how the \$297M would be spent in the appropriate way. It is projected that the retirement of the college debt at \$55M would be around March 10th. The construction for the Public Safety Training Center at \$25M would begin in January 2009 and end in the year 2011. The creation of the Workforce Development Center at \$165M would begin July 2009 and should be completed by November 2013. The refurbishment of the campus at \$50M will begin April 2009 and completed by the end of 2012. Arrangements have been made for the staff and community for pre-bond sales.

Bill Pate with the law firm Stutz, Artiano, Schinoff, and Holtz presented various methods of contracting and design builds. The traditional method of design bid build follows a statutory design with little wiggle room. With design build it is not required to go with low bid proposal instead it can be selected by best value, price, functionality, etc. Design build is cost effective with no change orders with the contractor taking ownership of the design build.

Steve Lantsberger, Deputy Economic Development Director, City of Hesperia provided his successful experiences utilizing a hybrid of a Design Bid Build process (Program

Management "At Risk") on building the City Hall and the Library complex. The City of Hesperia are strong proponents of this method of delivery.

Jim Lents, Director of Project Management, Pomona Valley Hospital Medical Center reinforced the positive items that were previously suggested and encouraged consideration. He pointed out that going with design build ensures a fixed price early on in the project and reliability for any overruns. He feels that the design build methodology is the perfect fit for the projects that are being considered.

PLEDGE OF ALLEGIANCE

Mary Smithers from the Spring Valley Lake Lions club led the Pledge of Allegiance to the Flag.

1. ELECTION OF OFFICERS

A. Election of board officers

Board President, Don Nelson called for nominations for the office of President of the Board of Trustees.

It was MSC (Underhill/Valles, 4-1, Henderson, No) to nominate Joe Range as Board President.

Board President Don Nelson, declared Trustee Joe Range as Board President

Trustee Range assumed the Board Presidency. He then called for nominations for the office of Vice President of the Board of Trustees.

It was MSC (Range/Valles, 3-2) to nominate Trustee Valles for the office of Vice President.

It was MS (Nelson/Henderson, 2-3) to nominate Trustee Henderson for the office of Vice President.

Board President Joe Range declared Trustee Angela Valles as Vice President of the Board.

Board President Joe Range called for nominations for the office of Clerk of the Board of Trustees.

It was MSC (Nelson/Henderson, 5-0) to nominate Trustee Underhill for the office of Clerk of the Board of Trustees. The motion carried unanimously. Board President Range declared Trustee Underhill as Clerk of the Board of Trustees.

It was MS (Henderson/Underhill) to nominate Trustee Nelson as representative to the County Committee School District Organization.

It was motioned by Trustee Nelson to nominate Trustee Valles as representative to the County Committee School District Organization. Hearing no second Trustee Nelson withdrew his motion.

Board President Range declared Trustee Nelson as representative to the County Committee School District Organization.

ANNOUNCEMENT OF ITEMS DELETED OR CORRECTED FROM THE AGENDA: Board President, Mr. Range, announced agenda items 11.1 and 11.2 were deleted.

ANNOUNCEMENT OF ITEMS TO BE CONSIDERED IN CLOSED SESSION: Board President, Mr. Range, announced the agenda item that the Board would consider in closed session.

2. CLOSED SESSION

PUBLIC EMPLOYEE APPOINTMENT, Government Code Section 54957

Vice President, Administrative Services
Executive Dean of Technology and Information Resources

At 6:10 p.m. Board President, Mr. Range recessed to Closed Session.

3. RECONVENE TO OPEN SESSION

6:20 p.m.

At 6:25 p.m. Board President reconvened the meeting in open session

- 3.1 Closed Session Report
No report

4. SUPERINTENDENT/PRESIDENT'S REPORT

Dr. Silverman introduced and welcomed GH Javaheripour who has joined as the new Vice President, Administrative Services. The enrollment strategy that was previously discussed is working phenomenally well with every attempt being made to meet the 10,000 FTES mark. Instead of a regular board meeting in January, board retreat will be recommended in late January to meeting those involved in the Design Build contractor entities and to continue the Board's work on board development. For a second year in a row, the college received the CCLC Chancellor's Student Success for the K-16 Bridge Program.

- **Faculty Senate**
No report.

5. CONSENT AGENDA

It was MSC (Underhill/Nelson, 5-0) to approve the consent items in one motion

- 5.1 Approval of the minutes of the November 11, 2008 regular Board meeting

- 5.2 2009 Board Calendar

Approval of the proposed 2009 calendar of board meetings.

- 5.3 Resolution – Change in Trustee and Custodian for Governmental 457(b) Deferred Compensation Plan

Adoption of the resolution for change of Trustee, Custodian, and record keeper from Union Bank of California to Benefit Trust Company, effective January 1, 2009. Fiscal Impact: None

- 5.4 Agreement – JSC General Contractors, Inc.

Ratification of the agreement with JSC General Contractors, Inc. to remodel four of the lower portable classrooms. Fiscal Impact: \$14,602.00 – Fund 71 expenditure.

- 5.5 Agreement Renewal – Sysix Financial
Ratification of the lease agreement with Sysix Financial for the Hewlett Packard server equipment which runs the Datatel Colleague Student Information System. Fiscal Impact: \$24,710.00, budgeted item.
- 5.6 Agreement Renewal – Chancellor's Office of the California Community Colleges
Ratification of the agreement with the Chancellor's Office of the California Community Colleges for the Student-Right-To-Know-Reporting subscription. Fiscal Impact: \$3,900.00, budgeted item.
- 5.7 Board of Trustees Budget Transfers Request Report
Approval of the budget transfers as submitted. Fiscal Impact: None
- 5.8 Board of Trustees Payments Report
Approval of the Board of Trustees Payments Report. Fiscal Impact: None
- 5.9 Donations
Acceptance of donations as college property from the Victor Valley District Foundation for the period ending October 31, 2008. Fiscal Impact: 42,574.48 to the District.
- 5.10 Ratification of Academic Equivalency Requests – Katherine Page, Dance
Ratification of the equivalency for Katherine Page, Dance. Fiscal Impact: None
- 5.11 Renewal – Library Online Database Subscription
Approval of the renewal of an online database subscription purchased through the Community College Library Consortium for spring 2009. Fiscal Impact: Not to exceed \$10,457.00, budgeted item.
- 5.12 Agreement – Independent Contractor – Adele McClain
Ratification of the agreement between Victor Valley Community College District and Adele McClain to provide high school site coordination for the Title V CoOp-Bridge Program. The period of this agreement is from December 15, 2008 through May 1, 2009. Fiscal Impact: Not to exceed \$1,200.00 – Title V CoOp Bridge Program.
- 5.13 Agreement – Boston Reed College
Approval of an agreement between Victor Valley Community College District and Boston Reed College to provide a Pharmacy Technician course. Fiscal Impact: \$1,690.00 per student enrolled in Boston Reed College's Pharmacy Technician Program and \$300.00 per student income to the District.

5.14 Contract Education Services – Food Handlers Certification Card

Acceptance of income to the District for services rendered for Food Handlers Certification Cards as listed below. Fiscal Impact: \$4,200.00 to the District.

Vendor:	Income to the District
Archibald's Restaurant	\$ 300.00
El Paisano Mexican Restaurant	\$ 300.00
El Pollo Loco	\$ 300.00
Gus Jr.	\$ 300.00
King Ranch Market	\$ 300.00
Los Alazanes Mexican Food	\$ 300.00
Ricos Tacos and Burritos	\$ 300.00
Wood Stove Restaurant	\$2,100.00
Total:	\$4,200.00

5.15 Contract Education Services – Coast Traffic School

Approval of an agreement between Victor Valley Community College District and Coast Traffic School to conduct a course on concepts of traffic safety to court referral students. The period of this agreement is January 1, 2009 through June 30, 2009. Fiscal Impact: \$4,000.00 to the District.

5.16 Agreement – Independent Contractor – Quick Caption, Inc

Approval of the purchase of additional services from Quick Caption, Inc. to provide real time captioning services in the classroom for deaf and hard of hearing students. Fiscal Impact: Not to exceed \$49,500.00 – DSPS funding.

5.17 Increase Contract Amount – CHJ Incorporated

Ratification of the increase to the original contract amount with CHJ Incorporated for testing services needed to complete the project for the Adapted PE Center. Fiscal Impact: \$15,000.00 – Fund 71 expenditure. (This project is partially State funded and a portion of this may be reimbursable through the State. Any portion that is not reimbursable has been previously budgeted.)

5.18 Agreement Independent Contractor – Patrick Nuse

Approval of an Independent Contractor Agreement between Victor Valley Community College District and Patrick Nuse to produce an online new student orientation video . Fiscal Impact: Not to exceed \$12,630.00 – Matriculation and Title V Funding

5.19 Agreement – L.A. Records Management, Incorporated

Ratification of the agreement between L.A. Records Management, Incorporated and Victor Valley Community College District to store academic records. Fiscal Impact: Not to exceed \$3,000.00

5.20 Application Hosting Agreement – Comevo LLC

Approval of the agreement between Comevo LLC and Victor Valley Community College district to provide an online loan workshop. Fiscal Impact: \$6,100.00 – funded by Board Financial Assistance Program (BFAP).

- 5.21 Agreement – NG Web Solutions, LLC
Approval of an agreement between NG Web Solutions and Victor Valley Community College to access and use in its own business operations certain proprietary software of G Web Solutions. Fiscal Impact: \$4,000.00 – funded by Board Financial Assistance program (BFAP).
- 5.22 Agreement – Financial Aid TV
Approval of a license agreement between Financial aid TV and Victor Valley Community College District to access and use an online educational resource published by College Media Solutions. Fiscal Impact: \$5,000.00 - funded by Board Financial Assistance program (BFAP).
- 5.23 Agreement – Cubit Engineering Incorporated
Ratification of the agreement with Cubit Engineering Incorporated for surveying services to assist the district in negotiating a fair price for the Westside land purchase. Fiscal Impact: \$2,800.00 – locally bond funded.
- 5.24 Agreement - Kunzman Associates
Ratification of the agreement with Kunzman Associates for engineering services to complete a traffic impact analysis study for the college. Fiscal Impact: \$19,000.00 - locally bond funded.
- 5.25 Agreement – Thompson Appraisals, Inc.
Ratification of the agreement with Thompson Appraisals, Inc. to complete an appraisal on the 60 acres of land the college is considering purchasing for the Workforce Development Center, a voter approved local bond project. Fiscal Impact: \$3,500.00 – locally bond funded.

ACTION AGENDA

6. BOARD OF TRUSTEES

- 6.1 Separate approval of items pulled from consent agenda

7. SUPERINTENDENT/PRESIDENT

- 7.1 Second Reading – Board Policy #8000 – Police Department
It was MSC (Nelson/Underhill, 5-0) to approve of the Board Policy #8000 – Police Department.
- 7.2 Second Reading – Board Policy #8010 – Weapons on Campus
It was MSC (Nelson/Henderson, 5-0) to approve the Board Policy #8010 – Weapons on Campus. Suggested change were added which included the permit to carry a concealed weapon upon notification to the Chief of Police.
- 7.3 Second Reading – Board Policy #8020 – Campus Disaster Preparedness & Safety/Emergency Plan
It was MSC (Henderson/Valles, 5-0) to approve of the Board Policy #8020 – Campus Disaster Preparedness & Safety/Emergency Plan

- 7.4 Resolution 08-01 – Certification of all Proceedings to the Board of Supervisors of Los Angeles County and San Bernardino County for the November 4, 2008 General Obligation Bond Election
It was MSC (Nelson/Henderson, 5-0) to adopt the resolution certifying to the Board of Supervisors of Los Angeles County and San Bernardino County all proceedings for the November 4, 2008 General Obligation Bond Election
- 7.5 Resolution 08-02 – Intention to Issue Tax-Exempt General Obligation bonds
It was MSC (Henderson/Nelson, 5-0) to adopt of the resolution regarding the intention to issue tax-exempt general obligation bonds.
- 7.6 Resolution 08-03 – for Design to Build
It was MSC (Henderson/Nelson, 5-0) to adopt the resolution authorizing the request for design-build of the Victor Valley College Public Safety Training Center Project.
- 7.7 Resolution 08-04 – appointing membership of Bond Oversight Committee
It was MSC (Henderson/Underhill, 5-0) to adopt the resolution appointing membership of the Bond Oversight Committee.
- 7.8 Resolution 08-05 – Reimbursement of College Expenses from Bond Revenues
It was MSC (Underhill/Nelson, 5-0) to adopt the resolution authorizing reimbursement of college expenses from bond revenues.
- 7.9 Resolution 08-06 – Site Ground Lease Agreement
It was MSC (Underhill/Nelson, 5-0) to change the fiscal impact to the District to reflect **\$63,423.36** instead of **\$68,423.36** and adopt the resolution authorizing the District to execute the 40 year Site Ground Lease Agreement by and between the District and Victor Valley Union High School District/Excelsior Education Center for school purposes as authorized by the Charter Agreement between Victor Valley Union High School District/Excelsior Education Center and in accordance with California Education Code Sections 81430 to 81432. Fiscal Impact: ~~\$68,423.36~~ \$63,423.26 yearly to the district with an annual 3% increase.

11. HUMAN RESOURCES

11.1 DELETED Classified Updated Job Description, Reclassification, Lead Network Manager

Approval of the updated job description and revised salary placement for the position of Lead Network Manager, effective December 10, 2008.
Fiscal Impact: \$447 per month.

11.2 DELETED Classified Updated Job Description, Reclassification, Lead, Applications Service Desk

Approval of the updated job description and revised salary placement for the position of Lead, Applications Service Desk, effective December 10, 2008. Fiscal Impact: \$506 per month.

11.3 Management Appointment, Executive Dean of Technology and Information Resources

It was MSC (Henderson/Underhill, 5-0) to approve the appointment of Frank Smith, Executive Dean of Technology and Information Resources beginning on or after December 10, 2008. Fiscal Impact: Range 20 on the Management Salary Schedule, \$11,272/month plus benefits.

12. INFORMATION/DISCUSSION

12.1 Monthly Financial Reports

Submitted as an informational item.

12.2 Distinguished Service – Robert H. Richey, Jr.

Submitted as an informational item.

12.3 Student Services Plan – Matriculation, Student Equity and Student Services Categorical Programs Self-Study

Submitted as an informational item.

12.4 RFP for Design Build

Submitted as an informational item.

13. REPORTS (3 minute limit per report)

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

13.1 Foundation

Ginger Ontiveros reported on:

The Alumni Hall of Fame and Distinguished Service Award celebration will be held February 7, 2009. Recipients of awards that will be recognized are Suzanne Klein, Willie Pringle, Chico Garza and Cal K-12 Construction.

13.2 Employee Groups

a) CTA

No report

b) CSEA

Jim Murray - no report

a) AFT Part-Time Faculty United

Carol Scissel

14. TRUSTEE COMMENTS

• ASB

Christina Zambrano reported on:

The Measure JJ party and an upcoming high school leadership conference.

Dennis Henderson, Angela Valles, Bettye Underhill, and Don Nelson wished everyone a happy holiday. Joe Range thanked everyone for their help with the bond and wished everyone a happy holiday. Don Nelson commented on the nursing pinning ceremony that he recently attended.

15. Public Comments Related to Non-Agenda Items

The following individuals made a comment with respect to non-agenized items: Margaret Kagy,

16. ADJOURNMENT

It was MSC (Nelson/Underhill, 5-0) to adjourn the meeting at 7:07 p.m.

Betty Underhill, Clerk

Date Approved

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

BOARD CONSENT BOARD ACTION BOARD INFORMATION (no action required)

TOPIC: AGREEMENT - EBMEYER CHARTER AND TOUR

SUBMITTED BY: Janet Long, Trio Programs

RECOMMENDED BY: Christopher O'Hearn



APPROVED BY: Robert Silverman



Description/Background:

The District desires to approve an agreement between Victor Valley Community College District and Ebmeyer Charter and Tour.

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

Need:

Provide transportation service to registered students of Victor Valley Community College, Janet Long, Director of Trio Program, and Jessica Diaz, Counselor of Student Support Services.

Fiscal Impact: \$1,104.75 – Funded by Student Support Services

Recommended Action:

It is recommended by the Superintendent/President that the Board of Trustees approve an agreement between Victor Valley Community College District and Ebmeyer Charter and Tour.

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 – VICTOR VALLEY UNION HIGH SCHOOL DISTRICT

SUBMITTED BY: Janet Long, Trio Programs

RECOMMENDED BY: Christopher O'Hearn 

APPROVED BY: Robert Silverman 

Description/Background:

The District desires to ratify an agreement between Victor Valley Community College District and Victor Valley Union High School District.

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

Need:

Provide transportation service for Upward Bound Math and Science Department students to be brought to Victor Valley College from their high schools, Hesperia High School, Lucerne Valley High School, and Victor Valley High School for the Saturday Academy on September 13, 2008.

Fiscal Impact: \$1,293.75 – Funded by Upward Bound Math and Science Program

Recommended Action:

It is recommended by the Superintendent/President that the Board of Trustees ratify an agreement between Victor Valley Community College District and Victor Valley Union High School District.

Legal Review: YES NOT APPLICABLE

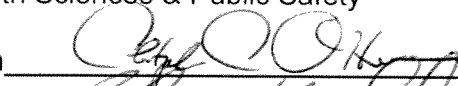
Reference for Agenda: YES NO

**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: Patricia Luther, Health Sciences & Public Safety

RECOMMENDED BY: Christopher O'Hearn 

APPROVED BY: Robert Silverman 

Description/Background:

The District desires to ratify an agreement between Victor Valley Community College District and Apple Valley Fire Protection District. The period of this agreement is from January 06, 2009, through June 30, 2009.

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

Need:

To provide maintenance of various fire apparatus.

Fiscal Impact: Not to exceed \$15,000.00 – Funded by Fire Technology

Recommended Action:

It is recommended by the Superintendent/President that the Board of Trustees ratify an agreement between Victor Valley Community College District and Apple Valley Fire Protection District. The period of this agreement is from January 06, 2009, through June 30, 2009.

Legal Review: YES NOT APPLICABLE

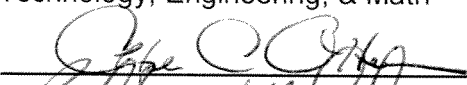
Reference for Agenda: YES NO


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

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

TOPIC: DONATIONS - SCIENCE EQUIPMENT

SUBMITTED BY: Lori Kildal, Science, Technology, Engineering, & Math

RECOMMENDED BY: Christopher O'Hearn 

APPROVED BY: Robert Silverman 

Description/Background:

The District desires to approve donations from Victor Valley Community College District to three local schools in the Victor Valley. The high schools are High Desert Academy of Applied Arts & Sciences, Sultana High School, and Crosswalk Learning Pathways to College.

A list of the donations is available for review in the Superintendent/President's office.

Need:

Donation of outdated science equipment.

Fiscal Impact: None

Recommended Action:

It is recommended by the Superintendent/President that the Board of Trustees approve donations from Victor Valley Community College District to three local schools in the Victor Valley. The high schools are High Desert Academy of Applied Arts & Sciences, Sultana High School, and Crosswalk Learning Pathways to College.

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: CALIFORNIA EARLY CHILDHOOD MENTOR PROGRAM
NEW LIST OF MENTORS

SUBMITTED BY: Mary Sypkens, Child Development

RECOMMENDED BY: Christopher O'Hearn 

APPROVED BY: Robert Silverman 

Description/Background:

The District desires to approve three new teachers for the California Early Childhood Mentor Program at Victor Valley Community College District. In December 2008, the Child Development Department completed the annual mentor selection process. Three new mentor teachers were selected. Attached is the current list of approved mentors and sites for the spring and fall semesters. The Child Development Department's practicum students will be placed in these programs for the lab hours necessary for completion of Child Development 210 in spring 2009.

A list of mentor sites for the Child Development Department spring 2009 semester through fall 2009 semester is available for review in the Superintendent/President's office.

Need:

Victor Valley Community College District students benefit from placements in the community as this many times leads to employment in these or similar sites. This program provides tremendous support to our students as they prepare for their careers in early childhood education.

Fiscal Impact: None

Recommended Action:

It is recommended by the Superintendent/President that the Board of Trustees approve three new teachers for the California Early Childhood Mentor Program at Victor Valley Community College District.

Legal Review: YES NOT APPLICABLE


Reference for Agenda: YES NO

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

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

TOPIC: AGREEMENT – INDEPENDENT CONTRACTOR

SUBMITTED BY: Patricia Bejarano-Vera, Student Services

RECOMMENDED BY: Christopher O'Hearn 

APPROVED BY: Robert Silverman 

Description/Background:

The District desires to approve an Independent Contractor Agreement between Victor Valley Community College District and William L. Garrison. The period of this agreement is from February 16, 2009, through June 30, 2009.

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

Need:

This agreement is necessary to provide evaluation services to faculty and staff consistent with the Title V – HSI and GEAR UP grant objectives.

Fiscal Impact: Not to exceed \$6,500.00: Title V – HSI Grant - \$5,000.00
GEAR UP Grant - \$1,500.00

Recommended Action: It is recommended by the Superintendent/President that the Board of Trustees approve an Independent Contractor Agreement between Victor Valley Community College and William L. Garrison. The period of this agreement is from February 16, 2009, through June 30, 2009.

Legal Review: YES ___ NOT APPLICABLE X


Reference for Agenda: YES ___ NO X


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

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

TOPIC: AGREEMENT – INDEPENDENT CONTRACTOR

SUBMITTED BY: Jaye Tashima, Athletics

RECOMMENDED BY: Christopher O'Hearn 

APPROVED BY: Robert Silverman 

Description/Background:

The District desires to approve an Independent Contractor Agreement between Victor Valley Community College District and Terry Kurtz. The period of this agreement is through March 31, 2009.

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

Need:

Video services for men's and women's basketball games.

Fiscal Impact: Budgeted - Not to exceed \$700.00

Recommended Action: It is recommended by the Superintendent/President that the Board of Trustees approve an Independent Contractor Agreement between Victor Valley Community College District and Terry Kurtz. The period of this agreement is through March 31, 2009.

Legal Review: YES NOT APPLICABLE

Reference for Agenda: YES NO

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

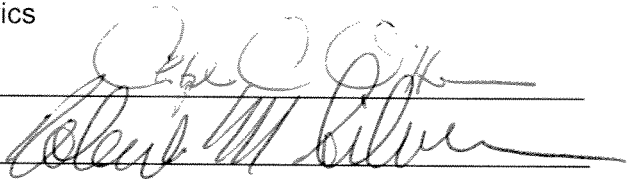
BOARD CONSENT BOARD ACTION BOARD INFORMATION (no action required)

TOPIC: AGREEMENT – INDEPENDENT CONTRACTOR

SUBMITTED BY: Jaye Tashima, Athletics

RECOMMENDED BY: Christopher O'Hearn

APPROVED BY: Robert Silverman



Description/Background:

The District desires to ratify an Independent Contractor Agreement between Victor Valley Community College District and Thomas Kirk Riding.

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

Need*:

Pairing and score keeping for the 2008 CCCAA State Wrestling Tournament.

Fiscal Impact: Budgeted - Not to exceed \$550.00

Recommended Action: It is recommended by the Superintendent/President that the Board of Trustees ratify an Independent Contractor Agreement between Victor Valley Community College District and Thomas Kirk Riding.

Legal Review: YES NOT APPLICABLE


Reference for Agenda: YES NO


VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM

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

TOPIC: AGREEMENT – INDEPENDENT CONTRACTOR

SUBMITTED BY: Jaye Tashima, Athletics

RECOMMENDED BY: Christopher O'Hearn 

APPROVED BY: Robert Silverman 

Description/Background:

The District desires to approve an Independent Contractor Agreement between Victor Valley Community College District and MKH Electronics. The period of this agreement is through June 30, 2009.

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

Need:

Service and repair of ultrasound machines, combo ultrasound/stim machines, hydrocollators, and whirlpools in the Athletic Training Room.

Fiscal Impact: Not to exceed \$2,000.00

Recommended Action: It is recommended by the Superintendent/President that the Board of Trustees ratify an Independent Contractor Agreement between Victor Valley Community College District and MKH Electronics. The period of this agreement is through June 30, 2009.

Legal Review: YES ___ NOT APPLICABLE X

Reference for Agenda: YES ___ NO X

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

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

TOPIC: AGREEMENTS - CONTRACT EDUCATION SERVICES

SUBMITTED BY: Debbie Potts, Contract Education

RECOMMENDED BY: Christopher O'Hearn 

APPROVED BY: Robert Silverman 

Description/Background:

The District desires to approve the Contract Education Services' agreements listed below for the courses offered in the Contract Education department.

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

Vendor:	Income to the District
Pho Belwood	\$ 300.00
Yum Yum Donuts	\$ 300.00
Circle K Corporation	\$ 600.00
Total:	\$1,200.00

Need:

Anyone handling food in San Bernardino County is required to obtain a food handlers certification card by attending a two-hour class.

Fiscal Impact: \$1,200.00 to the District

Recommended Action:

It is recommended by the Superintendent/President that the Board of Trustees approve the Contract Education Services' agreements listed above for the courses offered in the Contract Education department.

Legal Review: YES NOT APPLICABLE


Reference for Agenda: YES NO

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

BOARD CONSENT BOARD ACTION BOARD INFORMATION (no action required)

TOPIC: AGREEMENT – BOSTON REED COLLEGE

SUBMITTED BY: Debbie Potts, Contract Education

RECOMMENDED BY: Christopher O'Hearn 

APPROVED BY: Robert Silverman 

Description/Background:

The district Desires to approve an agreement between Victor Valley Community College District and Boston Reed College. The period of this agreement is from March 14, 2009, through October 17, 2009.

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

Need:

The agreement is to provide a Pharmacy Technician course.

Fiscal Impact: \$1,690.00 per student enrolled in Boston Reed College's Pharmacy Technician Program
\$ 300.00 per student to the District

Recommended Action:

It is recommended by the Superintendent/President that Board of Trustees approve an agreement between Victor Valley Community College District and Boston Reed College. The period of this agreement is from March 14, 2009, through October 17, 2009.

Legal Review: YES NOT APPLICABLE

Reference for Agenda: YES NO

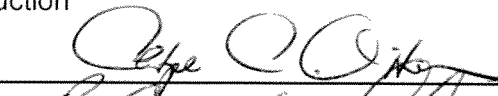
**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM**

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

TOPIC: CURRICULUM CHANGES

SUBMITTED BY: Rebecca Drew, Instruction

RECOMMENDED BY: Christopher O'Hearn



APPROVED BY: Robert Silverman



Description/Background:

The College Curriculum Committee is meeting on a regular basis to review course changes that have been proposed by the instructional departments. The modifications in existing courses and the proposed new courses that were approved by the committee on October 23, November 13, and December 11, 2008 are listed on the attached sheets.

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

Fiscal Impact: None

Recommended Action:

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

Legal Review: YES ___ NOT APPLICABLE X


Reference for Agenda: YES ___ NO X


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

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

TOPIC: CONTRACT – DIGITAL NETWORKS GROUP, INCORPORATED

SUBMITTED BY: Lori Kildal, Science, Technology, Engineering, & Math

RECOMMENDED BY: Christopher O'Hearn 

APPROVED BY: Robert Silverman 

Description/Background:

The District desires to approve a contract between Victor Valley Community College District and Digital Networks Group, Incorporated for Project Number 1161R1.

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

Need:

Enhance five science classrooms with new audio and visual learning systems.

Fiscal Impact: \$29,195.59 – Funded by Title V Grant

Recommended Action:

It is recommended by the Superintendent/President that the Board of Trustees approve a contract between Victor Valley Community College District and Digital Networks Group, Incorporated for Project Number 1161R1.

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: 2009-2010 ACADEMIC CALENDAR

SUBMITTED BY: Christopher O'Hearn, Instruction

RECOMMENDED BY: Christopher O'Hearn 

APPROVED BY: Robert Silverman 

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 (attached). Per historical practice, there are three board-given holidays during the December break. Additionally, California Education Code sections 88205 and 88205.5 provide that the District shall provide a paid holiday in substitution for "Admission Day" which is the day California officially became a state. For 2009-2010, December 23, 2009, has been designated as a holiday in lieu of Admission Day.

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

Need:

To fulfill the contractual obligation between the District and CTA.

Fiscal Impact: None

Recommended Action: This item has been approved by the Superintendent/President, and it is recommended that the Board of Trustees approve the 2009-10 academic calendar.

Legal Review: YES ___ NOT APPLICABLE ___

Reference for Agenda: YES ___ NO ___

**Victor Valley College
2009-2010 Academic Calendar**

June 2009

- 12 Commencement
- 13 Spring Semester Ends
- 22 Summer Session Begins
- 24 Final day to submit grades for Spring semester

July 2009

- 3 Independence Day Holiday (observance)

August 2009

- 1 Six Week Summer Session Ends
- 12 Grade Submission Deadline (6-wk Summer Session)
- 15 Eight Week Summer Session ends
- 26 Grade Submission Deadline (8-wk Summer Session)
- 24 Fall Semester Begins

September 2009

- 7 Labor Day Holiday

November 2009

- 9 Veteran's Day Holiday
- 26-27 Thanksgiving Holiday
- 28 No Classes - College Closed

December 2009

- 12 Fall Semester Ends
- 22 Grade Submission Deadline for Fall
- 23 In lieu of Admission's Day
- 24 Christmas Eve Holiday
- 25 Christmas Holiday
- 28-30 Board Given Holidays
- 31 New Year's Eve Holiday

January 2010

- 1 New Year's Day Holiday
- 4 Winter Session Begins
- 18 Martin Luther King, Jr. Holiday

February 2010

- 12 Lincoln Day Holiday
 - 13 Winter Session Ends
 - 15 Washington Day Holiday
 - 16 Spring Semester Begins
 - 24 Grade Submission Deadline for Winter
- April 2010
- 9 Spring Break Holiday
 - 12-16 Spring Break - No Classes - College Open
 - 10 & 17 No Classes - College Closed

May 2010

- 31 Memorial Day Holiday

June 2010

- 11 Commencement
- 12 Spring Semester Ends
- 21 Summer Session Begins
- 23 Grade Submission Deadline for Spring

July 2010

- 5 Independence Day Holiday (Observance)
- 31 Six week Summer Session Ends

August 2010

- 14 Eight Week Summer Session Ends
- 11 Grade Submission Deadline (6-week classes)
- 25 Grade Submission Deadline (8-week classes)

JANUARY 2010

S	M	T	W	Th	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

FEBRUARY 2010

S	M	T	W	Th	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					

MARCH 2010

S	M	T	W	Th	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			

APRIL 2010

S	M	T	W	Th	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	

MAY 2010

S	M	T	W	Th	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					

JUNE 2010

S	M	T	W	Th	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			

JULY 2010

S	M	T	W	Th	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

AUGUST 2010

S	M	T	W	Th	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				

JUNE 2009						
S	M	T	W	Th	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				
JULY 2009						
S	M	T	W	Th	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	
AUGUST 2009						
S	M	T	W	Th	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					
SEPTEMBER 2009						
S	M	T	W	Th	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			
OCTOBER 2009						
S	M	T	W	Th	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
NOVEMBER 2009						
S	M	T	W	Th	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					
DECEMBER 2009						
S	M	T	W	Th	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		

Key

- First/Last day of term
- Holiday
- College closed - no classes
- Grade Submission Deadline
- Recess - College open - no classes

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM

BOARD CONSENT BOARD ACTION BOARD INFORMATION (no action required)

TOPIC: Agreement - Marla Bitonti
SUBMITTED BY: Rebecca Elmore, Career Pathways/Student Services
RECOMMENDED BY: Dr. Victoria Hindes, Student Services *VH*
APPROVED BY: Robert Silverman *RS*

Description/Background:

The district wishes to ratify an Independent Contractor Agreement with Marla Bitonti.
Dates of service: November 13, 2008.

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

Need:

The above ratified agreement is necessary to provide training services to partner liaisons consistent with the Career Pathways grant objectives.

Fiscal Impact: Budgeted item not to exceed \$306.00, per budget breakdown:
\$306.00 charge to Career Pathways budget.

Recommended Action: This item has been approved by the Superintendent/President and it is recommended that the Board of Trustees ratify the agreement with Marla Bitonti.

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 - Tammy D. Sanchez
SUBMITTED BY: Rebecca Elmore, Career Pathways/Student Services
RECOMMENDED BY: Dr. Victoria Hindes, Student Services *VH*
APPROVED BY: Robert Silverman *RS*

Description/Background:

The district wishes to ratify an Independent Contractor Agreement with Tammy D. Sanchez.
Dates of service: November 13, 2008.

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

Need:

The above ratified agreement is necessary to provide training services to partner liaisons consistent with the Career Pathways grant objectives.

Fiscal Impact: Budgeted item not to exceed \$306.00, per budget breakdown:
\$306.00 charge to Career Pathways budget.

Recommended Action: This item has been approved by the Superintendent/President and it is recommended that the Board of Trustees ratify the agreement with Tammy D. Sanchez.

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: AUTHORIZED SIGNATORY

SUBMITTED BY: Mary Pringle, Director of Fiscal Services

RECOMMENDED BY: G.H. Javaheripour 

APPROVED BY: Robert Silverman 

Description/Background:

For the 2008-2009 fiscal year Gholam Javaheripour, Vice President of Administrative Services should be acknowledged as authorized representative of the Board of Trustees to execute:

- | | | |
|------------------------------|-----------------------------|-----------------------------|
| Contracts and Agreements | Batch Payments | Employee Expense Claims |
| Resolutions and Applications | Budget Transfers | Payroll Prelists |
| Receipts and Disbursements | Certify/Attest Board Action | Purchase Orders |
| County Treasurer Reports | Revolving Cash Fund | Payroll Revolving Cash Fund |
| Notices of Employment | Workers Compensation Claims | |

Need:

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

Fiscal Impact: N/A

Recommended Action:

It is recommended that the Board of Trustees approve the signature of Gholam Javaheripour to represent the board in the above-named cases for fiscal year 2008-2009 per Education Code 72282.

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 – XIRRUS

SUBMITTED BY: Frank Smith, Technology & Information Resources

RECOMMENDED BY: G.H. Javaheripour 

APPROVED BY: Robert Silverman 

Description/Background:

The district wishes to enter into an agreement with XIRRUS for a wireless access point for the Advanced Technology Center (Building 21).

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

Need:

Needed to support minimal level of wireless computer access for students and staff.

Fiscal Impact: \$6,890.00 – 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 XIRRUS in the amount of \$6,890.00.

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: PURCHASE AGREEMENT – CPI BUILDING MANAGEMENT & LEASING

SUBMITTED BY: Steve Garcia, Facilities Construction

RECOMMENDED BY: GH Javaheripour 

APPROVED BY: Robert Silverman 

Description/Background:

The district wishes to submit for approval a purchase agreement with CPI Building Management & Leasing to purchase office furniture at a reduced cost. The district will use this office furniture to furnish the offices in the new Adaptive PE Center (aka: Seismic Replacement Auxiliary Gymnasium).

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

Need:

The State funded budget for the Adaptive P.E. Center project is \$35,000, therefore purchasing this furniture will ensure that the facilities' offices are furnished within the State budgeted allotment.

Fiscal Impact: \$27,500.00 - Fund 71 expenditure (This project is partially State Funded and a portion of this may be reimbursable through the State. Any portion that is not reimbursable has been previously budgeted.)

Recommended Action: This item has been approved by the Superintendent/President; and it is recommended that the Board of Trustees approve the purchase agreement with CPI Building Management & Leasing in the amount of \$27,500.00.

Legal Review: YES NOT APPLICABLE


Reference for Agenda: YES NO

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

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

TOPIC: NOTICE OF COMPLETION – EXISTING GYMNASIUM DEMOLITION

SUBMITTED BY: Steve Garcia, Facilities Construction

RECOMMENDED BY: GH Javaheripour 

APPROVED BY: Robert Silverman 

Description/Background:

The district wishes to submit for approval a Notice of Completion for the GC Builders, Inc., bid package 20 – Existing Gymnasium Demolition – for the Seismic Replacement Auxiliary Gymnasium (aka: Adaptive PE Center) project. The total contact amount for this bid package was \$329,000.00.

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

Need:

A Notice of Completion must be filed with the Office of the County Recorder for each contractor within 10 days of acceptance by the Board.

Fiscal Impact: No fiscal impact.

Recommended Action: This item has been approved by the Superintendent/President; and it is recommended that the Board of Trustees approve the Notice of Completion for GC Builders, Inc. as submitted.

Legal Review: YES ___ NOT APPLICABLE X

Reference for Agenda: YES ___ NO X


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

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

TOPIC: SCOPE OF WORK ADDENDUM – RGP PLANNING AND DEVELOPMENT SERVICES

SUBMITTED BY: Steve Garcia, Facilities Construction

RECOMMENDED BY: GH Javaheripour 

APPROVED BY: Robert Silverman 

Description/Background:

The district wishes to submit for approval addendum #2 to the scope of work provided by RGP Planning and Development Services pertaining to the Program Environmental Impact Report (EIR) for the 2007 Facilities Master Plan, originally approved by the board on September 11, 2007. The additional scope of work is required to address mitigating circumstances that arose during the review process by various agencies of the Notice of Preparation. The additional scope includes studies on Hydrology/Water Quality, Hazards and Hazardous Materials, Geology and Soils, Traffic and Circulation, and School Site Solutions. This full-service, campus-wide environmental study gives the district maximum flexibility in implementing its Master Plan in compliance with the California Environmental Quality Act (CEQA). By completing this EIR the district will benefit from substantial savings on all future construction projects as one EIR and one Clearing House Number simplifies the CEQA process.

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

Need:

These additional studies were referenced in the Initial Study included in the 2007 Facilities Master Plan, but did not include the in-depth technical information needed to complete the Program EIR, thus the scope had to be included to the contract.

Fiscal Impact: \$5,850.00 – Fund 71 Expenditure

Recommended Action: This item has been approved by the Superintendent/President; it is recommended that the Board of Trustees ratify the scope of work addendum #2 in the amount of \$5,850.00 with RGP Planning and Development Services.

Legal Review: YES NOT APPLICABLE ___

Reference for Agenda: YES ___ NO

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

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

TOPIC: BOARD OF TRUSTEES PAYMENTS REPORT

SUBMITTED BY: Renee Garcia, Fiscal Services

RECOMMENDED BY: G.H. Javaheripour 

APPROVED BY: Robert Silverman 

Description/Background:

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

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

Need: N/A

Fiscal Impact: None

Recommended Action:

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

Legal Review: YES ___ NOT APPLICABLE X ___

Reference for Agenda: YES X NO ___

BOARD PAYMENT REPORT
 BOARD OF TRUSTEES MEETING, FEB. 10, 2009

	General Fund	Insurance Trust	Cap Projects Fund	Child Dev Ctr Fund	Student cntr fee	Student Fin Aid
BATCH 290	\$ 9,935.81					
BATCH 291	\$ 18,565.58					
BATCH 291A	\$ 1,720.65					
BATCH 292			\$ 13,440.00			
BATCH 293				\$103.50		
BATCH 294	\$ 63,888.88					
BATCH 295	\$ 3,020.66					
BATCH 296	\$ 1,430.60					
BATCH 297	\$ 3,093.01					
BATCH 298	\$ 4,030.17					
BATCH 298A	\$ 1,560.00					
BATCH 299	\$ 3,730.66					
BATCH 300	\$ 6,510.43					
BATCH 301 VOIDED						
BATCH 301A	\$ 1,728.29					
BATCH 302	\$ 7,939.75					
BATCH 303	\$ 8,354.95					
BATCH 304	\$ 20,701.82					
BATCH 304A	\$ 31,146.03					
BATCH 305	\$ 794.00					
BATCH 306			\$ 51,606.90			
BATCH 306A			\$ 278,505.35			
BATCH 307			\$ 33,123.45			
BATCH 308 VOID						
BATCH 309 VOID						
BATCH 309A	\$ 11,823.42					
BATCH 310	\$ 7,568.42					
BATCH 310A	\$ 6,645.06					
BATCH 311						
BATCH 312	\$ 8,900.96		\$ 33,390.00			
BATCH 313	\$ 3,081.70					
BATCH 313A	\$ 6,461.93					
BATCH 314		\$ 5,061.96				
BATCH 315 VOID						

**BOARD PAYMENT REPORT
BOARD OF TRUSTEES MEETING, FEB. 10,2009**

	General Fund	Insurance Trust	Cap Projects Fund	Child Dev Ctr Fund	Student cntr fee	Student Fin Aid
BATCH 315A	\$ 3,021.28					
BATCH 316	\$ 84,032.75					
BATCH 317			\$ 3,007.50			
BATCH 317A			\$ 27,067.50			
BATCH 318 VOID						
BATCH 318A	\$ 23,674.55					
BATCH 319	\$ 11,364.93					
BATCH 319A	\$ 48,266.75					
BATCH 320			\$ 6,356.68			
BATCH 321	\$ 1,511.10					
BATCH 322	\$ 27,053.42					
BATCH 322A	\$ 9,603.00					
BATCH 323	\$ 168.82					
BATCH 324	\$ 14.54					
BATCH 325	\$ 928.51					
BATCH 326 VOID						
BATCH 326A	\$ 2,710.55					
BATCH 327	\$ 4,563.74					
BATCH 328	\$ 1,408.48					
BATCH 329	\$ 875.00					
BATCH 330	\$ 20.00					
BATCH 331	\$ 3,219.73					
BATCH 332			\$ 4,409.03			
BATCH 333	\$ 2,457.56					
BATCH 333A	\$ 7,375.89					
BATCH 334	\$ 1,038.00					
BATCH 335	\$ 15,867.79					
BATCH 336	\$ 30,900.30					
BATCH 337	\$ 8,391.57					
BATCH 338	\$ 2,941.19					
BATCH 339	\$ 7,039.07					
BATCH 339A	\$ 3,500.00					
BATCH 340 VOID						
BATCH 340A			\$ 113,400.00			
BATCH 341			\$ 448.24			
BATCH 342					\$ 17.87	
BATCH 343						
BATCH 343A	\$ 11,847.30					
	\$ 53,056.00					

**BOARD PAYMENT REPORT
BOARD OF TRUSTEES MEETING, FEB. 10, 2009**

	General Fund	Insurance Trust	Cap Projects Fund	Child Dev Ctr Fund	Student cntr fee	Student Fin Aid
BATCH 344			211.73			
BATCH 345	\$ 36.98					
BATCH 346	\$ 441.12					
BATCH 347	\$ 643.73					
BATCH 348 VOID						
BATCH 348A	\$ 2,242.19					
BATCH 349	\$ 189.00					
BATCH 350 VOID						
BATCH 350A			284,332.50			
BATCH 351	\$ 8,354.08					
BATCH 352	\$ 1,534.77					
BATCH 353 VOID						
BATCH 353A			1,425.45			
BATCH 354				\$866.01		
BATCH 355	\$ 4,293.00					
BATCH 356	\$ 427.98					
BATCH 357	\$ 3,692.59					
BATCH 358	\$ 5,831.88					
BATCH 358A	\$ 109,305.14					
BATCH 359 VOID						
BATCH 359A	\$ 10,065.99					
BATCH 360	\$ 4,221.18					
BATCH 360A	\$ 7,816.00					
BATCH 361	\$ 5,177.51					
BATCH 362	\$ 6,184.99					
BATCH 363	\$ 13,505.14					
BATCH 364 VOID						
BATCH 364A	\$ 4,879.88					
BATCH 365	\$ 5,659.21					
BATCH 365A	\$ 3,529.00					
BATCH 366	\$ 1,319.52					
BATCH 367	\$ 4,554.98					
BATCH 368	\$ 40.00					
BATCH 369	\$ 5,300.20					
BATCH 370	\$ 3,830.91					
BATCH 370A	\$ 2,004.80					
BATCH 371	\$ 3,487.00					

**BOARD PAYMENT REPORT
BOARD OF TRUSTEES MEETING, FEB. 10, 2009**

	General Fund	Insurance Trust	Cap Projects Fund	Child Dev Ctr Fund	Student cntr fee	Student Fin Aid
BATCH 372	\$ 5,803.43					
BATCH 372A	\$ 40,953.67					
BATCH 373	\$ 26,078.57					
BATCH 373A	\$ 112,712.32					
BATCH 374	\$ 30,354.68					
BATCH 375				\$12.80		
BATCH 376	\$ 10,299.98					
BATCH 377				\$75.34		
BATCH 378	\$ 17,270.47					
BATCH 379			\$ 1,321.41			
BATCH 379A			\$ 136,531.39			
BATCH 380 VOID						
BATCH 380A	\$ 1,971.66					
BATCH 381	\$ 2,109.38					
BATCH 382	\$ 10,373.13					
BATCH 382A	\$ 1,813.29					
BATCH 383	\$ 829.84					
BATCH 384 VOID						
BATCH 384A	\$ 3,931.76					
BATCH 385	\$ 49,420.38					
BATCH 386	\$ 17,757.91					
BATCH 386A	\$ 15,952.00					
BATCH 387			\$ 14,720.00			
BATCH 388 VOID						
BATCH 388A			\$ 46,127.20			
BATCH 389	\$ 5,843.81					
BATCH 389A	\$ 7,736.76					
BATCH 390	\$ 5,837.00					
BATCH 391	\$ 3,272.27					
BATCH 392	\$ 30,000.00					
BATCH 393	\$ 3,550.00					
BATCH 394	\$ 8,970.49					
BATCH 395 VOID						
BATCH 395A	\$ 7,299.18					
BATCH 396	\$ 54,532.93					
BATCH 397	\$ 6,150.94					

**BOARD PAYMENT REPORT
BOARD OF TRUSTEES MEETING, FEB. 10, 2009**

	General Fund	Insurance Trust	Cap Projects Fund	Child Dev Ctr Fund	Student cntr fee	Student Fin Aid
BATCH 397A	\$ 4,849.00					
BATCH 398	\$ 4,975.93					
BATCH 399	\$ 6,933.25					
BATCH 400	\$ 8,776.26					
BATCH 401	\$ 4,584.30					
BATCH 401A	\$ 2,440.54					
BACH 402	\$ 3,850.33					
BATCH 402A	\$ 6,430.11					
BATCH 403	\$ 819.49					
BATCH 404 VOID						
BATCH 404A	\$ 3,239.34					
BATCH 405	\$ 10,444.82					
BATCH 405A	\$ 1,961.11					
BATCH 406	\$ 4,369.67		\$ 4,532.59			
BATCH 407						
BATCH 408	\$ 4,696.12					
BATCH 409	\$ 2,402.00					
BATCH 410	\$ 825.50					
BATCH 411	\$ 2,058.20					
BATCH 412	\$ 3,295.90					
BATCH 413	\$ 1,345.36					
BATCH 414						
BATCH 415	\$ 1,830.58		\$ 27,935.70			
BATCH 415A	\$ 53,056.00					
BATCH 416 VOID						
BATCH 416A	\$ 42,055.56					
BATCH 417	\$ 1,238.80					
BATCH 418	\$ 8,724.83					
BATCH 418A	\$ 18,190.18					
BATCH 419	\$ 20,951.97					
BATCH 420						
BATCH 421	\$ 2,298.91					
BATCH 422	\$ 2,303.74					
BATCH 423	\$ 1,100.00					
BATCH 424 VOID						
			\$ 5,393.75			

**BOARD PAYMENT REPORT
BOARD OF TRUSTEES MEETING, FEB. 10, 2009**

	General Fund	Insurance Trust	Cap Projects Fund	Child Dev Ctr Fund	Student cntr fee	Student Fin Aid
BATCH 424A	\$ 1,571.29					
BATCH 425	\$ 2,960.73					
BATCH 425A	\$ 1,858.70					
BATCH 426		\$ 152.66				
BATCH 427	\$ 8,815.44					
BATCH 428 VOID						
BATCH 428A	\$ 1,042,089.82					
BATCH 429	\$ 3,638.48					
BATCH 429A	\$ 7,042.55					
BATCH 430	\$ 75.95					
BATCH 431	\$ 1,186.49					
BATCH 432	\$ 90.74					
BATCH 433	\$ 3,067.88					
BATCH 434 VOID						
BATCH 434A	\$ 1,636.53					
BATCH 435	\$ 447.00					
BATCH 436	\$ 60,492.34					
BATCH 437	\$ 7,273.84					
BATCH 438	\$ 4,570.00					
BATCH 439	\$ 3,007.29					
BATCH 440	\$ 891.89					
BATCH 441			\$ 10,960.00			
BATCH 442	\$ 7,724.43					
BATCH 442A	\$ 2,310.00					
BATCH 443	\$ 2,782.36					
BATCH 444	\$ 10,612.51					
BATCH 445	\$ 31,212.21					
BATCH 446	\$ 12,316.73					
BATCH 446A	\$ 4,439.15					
BATCH 447	\$ 11,050.51					
BATCH 447A	\$ 11,662.14					
BATCH 448	\$ 9,229.80					
BATCH 448A	\$ 1,574.99					
BATCH 449	\$ 12,345.31					
BATCH 449A	\$ 2,400.00					
BATCH 450 VOID						

**BOARD PAYMENT REPORT
BOARD OF TRUSTEES MEETING, FEB. 10, 2009**

	General Fund	Insurance Trust	Cap Projects Fund	Child Dev Ctr Fund	Student cntr fee	Student Fin Aid
BATCH 450A	\$ 17,403.54					
BATCH 451	\$ 2,941.49					
BATCH 452	\$ 2,627.60					
BATCH 453	\$ 10,627.32					
BATCH 454	\$ 495.00					
BATCH 455	\$ 8,878.98					
BATCH 455A	\$ 70,171.19					
BATCH 456	\$ 72,953.58					
BATCH 457 VOID						
BATCH 457A	\$ 36,702.22					
BATCH 458	\$ 2,499.74					
BATCH 458A	\$ 53,056.00					
BATCH 459	\$ 442.86		\$ 308.00			
BATCH 460			\$ 12,421.15			
BATCH 461			\$ 145,850.00			
BATCH 461A			\$ 17,797.50			
BATCH 462			\$ 158,283.45			
BATCH 462A						
BATCH 463 VOID						
BATCH 463A	\$ 74,592.89					
BATCH 464	\$ 14,305.38					
BATCH 465						
BATCH 466			\$ 12,862.50			
BATCH 467		\$ 586.34	\$ 2,863.00			
BATCH 468	\$ 6,951.00					
BATCH 469	\$ 3,710.31					
BATCH 469A	\$ 1,996.29					
BATCH 470	\$ 4,429.88					
BATCH 471	\$ 48,751.14					
BATCH 472	\$ 4,111.41					
BATCH 472A	\$ 25,070.35					
BATCH 473	\$ 5,843.17					
BATCH 474 VOID						
BATCH 474A	\$ 4,883.47					
BATCH 475	\$ 8,555.97					
BATCH 476	\$ 5,262.86					
BATCH 476A	\$ 1,921.15					

**BOARD PAYMENT REPORT
BOARD OF TRUSTEES MEETING, FEB. 10, 2009**

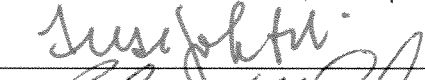
	General Fund	Insurance Trust	Cap Projects Fund	Child Dev Ctr Fund	Student cntr fee	Student Fin Aid
BATCH 477	\$ 8,023.64					
BATCH 477A	\$ 1,752.50					
BATCH 478	\$ 68,432.46					
BATCH 479			28,412.59			8.00
BATCH 480			7,310.17			
BATCH 480A						
BATCH 481	\$ 1,036.00					
BATCH 482	\$ 294.00					
BATCH 483	\$ 5,307.58					
BATCH 484	\$ 30,219.35					
BATCH 484A	\$ 108,893.71					
BATCH 485	\$ 2,591.27					
BATCH 486		\$ 293.31				
BATCH 487	\$ 6,584.72					
BATCH 488	\$ 4,476.36					
BATCH 489	\$ 95,162.26					
BATCH 490					\$ 45,661.04	
BATCH 491 VOID						
BATCH 491A			9,030.24			
BATCH 492	\$ 8,470.61					
BATCH 492A	\$ 109,752.14					
BATCH 493			4,551.50			
BATCH 493A			41,477.17			
BATCH 494			12,800.00			
TOTAL	\$ 3,739,485.51	\$ 6,094.27	\$ 1,552,213.64	\$ 1,075.52	\$ 45,661.04	\$ 8.00


VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM

BOARD CONSENT BOARD ACTION BOARD INFORMATION (no action required)

TOPIC: APPROVAL OF ACADEMIC EQUIVALENCY REQUEST

SUBMITTED BY: Equivalency Committee—Debra Blanchard, Chairperson

RECOMMENDED BY: Fusako Yokotobi 

APPROVED BY: Robert Silverman 

Description/Background:

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

CHRISTINA A. SHELBY—Art and photography

EQUIVALENCY: Meets requirements under course work, Victor Valley equivalency policy. A master's degree in a discipline which is not specifically named on the Board of Governor's minimum qualification list for the particular discipline in question, but includes course work which clearly parallels and/or is closely related to the discipline which is specifically listed on the minimum qualifications list.

Henceforth, the equivalency applies for the discipline listed.

Need: The district wishes to employ the individual listed above who has been determined to have the equivalency for the position listed.

Fiscal Impact: None

Recommended Action:

It is recommended that the board approve the equivalency as listed.

Legal Review: YES NOT APPLICABLE

Reference for Agenda: YES NO

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

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

TOPIC: AGREEMENT – CONTRACT EDUCATION SERVICE

SUBMITTED BY: Debbie Potts, Contract Education

RECOMMENDED BY: Christopher O'Hearn 

APPROVED BY: Robert Silverman 

Description/Background:

The District desires to approve an agreement between Victor Valley Community College District and Roger Burgraff, Ph.D. The period of this agreement is from February 11, 2009, through June 30, 2009.

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

Need:

Provide workshops, "How to Deal with Disagreements, Conflict, and Confrontation", and "How to Deal with Difficult People with Tact and Skill."

Fiscal Impact: \$1,000.00 to the District

Recommended Action:

It is recommended by the Superintendent/President that Board of Trustees approve an agreement between Victor Valley Community College District and Roger Burgraff, Ph.D. The period of this agreement is from February 11, 2009, through June 30, 2009.

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 – CONTRACT EDUCATION SERVICE

SUBMITTED BY: Debbie Potts, Contract Education

RECOMMENDED BY: Christopher O'Hearn 

APPROVED BY: Robert Silverman 

Description/Background:

The District desires to approve an agreement between Victor Valley Community College District and Rounds, Miller, and Associates. The period of this agreement is from April 23, 2009, through June 30, 2009.

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

Need:

Provide a workshop, "Using Your Computer to Make Money."

Fiscal Impact: \$390.00 to the District

Recommended Action:

It is recommended by the Superintendent/President that Board of Trustees approve an agreement between Victor Valley Community College District and Rounds, Miller, and Associates. The period of this agreement is from April 23, 2009, through June 30, 2009.

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 – CONTRACT EDUCATION SERVICES

SUBMITTED BY: Debbie Potts, Contract Education

RECOMMENDED BY: Christopher O'Hearn 

APPROVED BY: Robert Silverman 

Description/Background:

The District desires to approve an agreement between Victor Valley Community College District and Learn CPR 4 Life. The period of this agreement is from February 11, 2009, through June 30, 2009.

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

Need:

Provide workshops, "American Heart Association Healthcare Provider CPR", and "CPR/First Aid."

Fiscal Impact: \$9,000.00 to the District

Recommended Action:

It is recommended by the Superintendent/President that Board of Trustees approve an agreement between Victor Valley Community College District and Learn CPR 4 Life. The period of this agreement is from February 11, 2009, through June 30, 2009.

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 – CONTRACT EDUCATION SERVICES

SUBMITTED BY: Debbie Potts, Contract Education

RECOMMENDED BY: Christopher O'Hearn 

APPROVED BY: Robert Silverman 

Description/Background:

The District desires to approve an agreement between Victor Valley Community College District and Tomco Driving School. The period of this agreement is from February 11, 2009, through June 30, 2009.

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

Need:

Provide workshops, "Driver's Education", and Online Driver's Education."

Fiscal Impact: \$5,500.00 to the District

Recommended Action:

It is recommended by the Superintendent/President that Board of Trustees approve an agreement between Victor Valley Community College District and Tomco Driving School. The period of this agreement is from February 11, 2009, through June 30, 2009.

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 – CONTRACT EDUCATION SERVICES

SUBMITTED BY: Debbie Potts, Contract Education

RECOMMENDED BY: Christopher O'Hearn 

APPROVED BY: Robert Silverman 

Description/Background:

The District desires to approve an agreement between Victor Valley Community District and Archangel. The period of this agreement is from February 10, 2009, through May 09, 2009.

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

Need:

Provide workshop, "Retirement Planning Today."

Fiscal Impact: \$2,000.00 to the District

Recommended Action:



It is recommended by the Superintendent/President that Board of Trustees approve an agreement between Victor Valley Community District and Archangel. The period of this agreement is from February 10, 2009, through May 09, 2009.

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 – CONTRACT EDUCATION SERVICES
SUBMITTED BY: Debbie Potts, Contract Education
RECOMMENDED BY: Christopher O’Hearn 
APPROVED BY: Robert Silverman 

Description/Background:

The District desires to approve an agreement between Victor Valley Community District and Standing Room Only Productions, Inc. The period of this agreement is from February 11, 2009, through June 30, 2009.

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

Need:

Provide workshop, “Youth Performance Arts.”

Fiscal Impact: \$1,600.00 to the District

Recommended Action:

It is recommended by the Superintendent/President that Board of Trustees approve an agreement between Victor Valley Community District and Standing Room Only Productions, Inc. The period of this agreement is from February 11, 2009, through June 30, 2009.

Legal Review: YES NOT APPLICABLE


Reference for Agenda: YES NO

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

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

TOPIC: AGREEMENT – CONTRACT EDUCATION SERVICES

SUBMITTED BY: Debbie Potts, Contract Education

RECOMMENDED BY: Christopher O'Hearn 

APPROVED BY: Robert Silverman 

Description/Background:

The District desires to approve an agreement between Victor Valley Community District and Voices for All. The period of this agreement is from February 11, 2009 through June 30, 2009.

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

Need:

Provide workshop, "An Introduction to Voiceovers."

Fiscal Impact: \$600.00 to the District

Recommended Action:

It is recommended by the Superintendent/President that Board of Trustees approve an agreement between Victor Valley Community District and Voices for All. The period of this agreement is from February 11, 2009 through June 30, 2009.

Legal Review: YES ___ NOT APPLICABLE X

Reference for Agenda: YES ___ NO X

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

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

TOPIC: AGREEMENT – CONTRACT EDUCATION SERVICES

SUBMITTED BY: Debbie Potts, Contract Education

RECOMMENDED BY: Christopher O'Hearn

APPROVED BY: Robert Silverman



Description/Background:

The District desires to approve an agreement between Victor Valley Community District and Notary Public Seminars. The period of this agreement is from April 04, 2009, through June 30, 2009.

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

Need:

Provide workshop, "Notary Public."

Fiscal Impact: \$1,500.00 to the District

Recommended Action:

It is recommended by the Superintendent/President that Board of Trustees approve an agreement between Victor Valley Community District and Notary Public Seminars. The period of this agreement is from April 04, 2009, through June 30, 2009.

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 – CONTRACT EDUCATION SERVICES

SUBMITTED BY: Debbie Potts, Contract Education

RECOMMENDED BY: Christopher O'Hearn 

APPROVED BY: Robert Silverman 

Description/Background:

The District desires to approve an agreement between Victor Valley Community District and Debbi Harper. The period of this agreement is from February 11, 2009, through June 30, 2009.

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

Need:

Provide workshop, "The Brain Class – A Blueprint for Brain Fitness."

Fiscal Impact: \$390.00 to the District

Recommended Action:

It is recommended by the Superintendent/President that Board of Trustees approve an agreement between Victor Valley Community District and Debbi Harper. The period of this agreement is from February 11, 2009, through June 30, 2009.

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 – CONTRACT EDUCATION SERVICES

SUBMITTED BY: Debbie Potts, Contract Education

RECOMMENDED BY: Christopher O'Hearn 

APPROVED BY: Robert Silverman 

Description/Background:

The District desires to approve an agreement between Victor Valley Community District and Interactive Teaching. The period of this agreement is from February 11, 2009, through June 30, 2009.

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

Need:

Provide workshop, "How to Motivate the Unmotivated Child."

Fiscal Impact: \$390.00 to the District

Recommended Action:

It is recommended by the Superintendent/President that Board of Trustees approve an agreement between Victor Valley Community District and Interactive Teaching. The period of this agreement is from February 11, 2009, through June 30, 2009.

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 RENEWAL – AFFILIATED COMPUTER SERVICES, INC.

SUBMITTED BY: Mary Pringle, Fiscal Services

RECOMMENDED BY: G.H. Javaheripour 

APPROVED BY: Robert Silverman 

Description/Background:

The district desires to renew its agreement with Affiliated Computer Services (ACS) to fulfill the district's obligation to report student information to the Internal Revenue Service. Reporting includes:

- Payments received for qualified tuition and related expenses OR amounts billed for qualified tuition and related expenses;
- Amounts of any scholarships or grants received by a student during the calendar year;
- Prior year adjustments to amounts reported for scholarships or grants;
- Indication of whether qualified tuition and related expenses reported represent an academic period beginning with the first three months of the calendar year.

Tax Year 2002 was the last waiver year in which schools were exempt from reporting financial information on 1098-T forms. All colleges and universities were required to begin reporting financial information beginning with Tax Year 2003.

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

Need:

Fulfills legal requirement to report student information to the Internal Revenue Service.

Fiscal Impact: Budgeted item from Fund 01, not to exceed \$22,000

Recommended Action:



It is recommended the Board of Trustees approve the renewal agreement with Affiliated Computer Services to provide 1098-T reporting requirements for Tax Year 2008.

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 – MIKE TRAN (Independent Contractor)
SUBMITTED BY: Frank Smith, Technology & Information Resources
RECOMMENDED BY: G.H. Javaheripour 
APPROVED BY: Robert Silverman 

Description/Background:

The district wishes to enter into an agreement with Mike Tran, Independent Contractor for assisting the MIS department with the 1098 process; train current Systems Analyst on Financial Aid process(es) available within Datatel.

Need:

Needed to support and train our Systems Analyst on Financial Aid process(es) within Datatel.

Fiscal Impact: \$15,000.00 - 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 Mike Tran, Independent Contractor in the amount of \$15,000.00.

Legal Review: YES NOT APPLICABLE

Reference for Agenda: YES NO

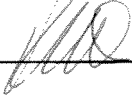
**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM**

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

TOPIC: Resolution 09-02 – Change of Election Date – San Bernardino and Los Angeles County

SUBMITTED BY: GH Javaheripour, Vice President Administrative Services

RECOMMENDED BY: ROBERT SILVERMAN _____

APPROVED BY: Robert Silverman  _____

Description/Background:

Elections Code section 1302 (b) authorizes a school district, by resolution of its governing board, to move its governing board election to the statewide general election in November of each even-numbered year. Such a resolution becomes operative upon approval by the Board of Supervisors, pursuant to the provisions of Elections Code section 10404.5. Since a small part of Victor Valley Community College’s District is in Los Angeles a resolution is required to both San Bernardino and Los Angeles County.

Need: To reduce expenses whenever possible.

Fiscal Impact: Cost savings to the District will vary from election to election dependent on the numbers of items on the ballot. Savings would be approximately \$200,000 over a two year period. In addition, there is a one time cost of \$21,000 to notify voters of the change.

Recommended Action:

Approval of the resolution permitting Victor Valley Community College District to change its election date with the approval of the Board of Supervisors of the Counties of San Bernardino and Los Angeles from November 2009 to November 2010.

Legal Review: YES X NOT APPLICABLE ___

Reference for Agenda: YES X NO ___

**Victor Valley Community College District
Resolution No. 09-02**

**Change of Election Day of the Governing Board and Requesting the Board of Supervisors for the
County of San Bernardino to Authorize Consolidation with the November Election During Even-
Numbered Years**

WHEREAS, Section 1302(b) and 10405.7 of the Elections Code permits the Victor Valley Community College District to change its election day with the approval of the Board of Supervisors of the Counties of San Bernardino and Los Angeles; and

WHEREAS, it is the intent and desire of the Governing Board of the Victor Valley Community College District to provide its constituents with the lowest possible cost while promoting the increasingly efficient and effective use of government resources; and

WHEREAS, by changing the next governing board election from November 2009 to November 2010 the costs of an election would be deferred for an additional calendar year.

NOW, THEREFORE, BE IT RESOLVED, DECLARED, DETERMINED AND ORDERED AS FOLLOWS:

SECTION 1. That pursuant to Elections Code 1302(b) and 10405.7 the Governing Board hereby, by this resolution, changes its election from the Second Tuesday after the Second Monday in November of each odd-numbered year to the Second Tuesday after the Second Monday in November of each even-numbered year; and, further, said election shall be consolidated with all other elections held throughout the territory on that day.

SECTION 2. That terms of officeholders shall be extended as necessary, but no more than twelve months.

SECTION 3. That the Registrar of Voters shall cause, at district expense, a notice to be mailed to all registered voters in the school district informing them of the change of election date specified herein and of the resultant changes in terms of the elected officeholders.

SECTION 4. This resolution shall become operative upon approval by the Board of Supervisors pursuant to Section

PASSED AND ADOPTED this tenth day of February, 2009 at the Regular Meeting of the Governing Board of the Victor Valley Community College District.

VICTOR VALLEY COMMUNITY COLLEGE
DISTRICT BOARD OF TRUSTEES

By _____
Board President

Attest:

Clerk


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

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

TOPIC: RESOLUTION AUTHORIZING THE SALE OF GENERAL OBLIGATION BONDS

SUBMITTED BY: Mary Pringle, Fiscal Services

RECOMMENDED BY: GH Javaheripour 

APPROVED BY: Robert Silverman 

Description/Background:

To fulfill issuance of \$297,500,000 of general obligation bonds, the District recommends that the Board of Trustees approve Resolution 2-10-09A, authorizing the issuance of one or more series of Bonds in the aggregate principal amount not to exceed \$150,000,000.

A portion of the proceeds derived from the sale of the bonds will be used to retire the 1997 Variable Rate Certificates of Participation.

Need:

This resolution is required by law to authorize the issuance of the bonds.

Fiscal Impact: None

Recommended Action:

The district recommends that the Board of Trustees approve Resolution 2-10-09A, authorizing the issuance of Victor Valley Community College District (Los Angeles and San Bernardino Counties, California) Election of 2008 General Obligation Bonds, Series A.

Legal Review: YES X NOT APPLICABLE _____

Reference for Agenda: YES X NO _____

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT

RESOLUTION NO. 09-01

RESOLUTION AUTHORIZING THE ISSUANCE OF VICTOR VALLEY COMMUNITY COLLEGE DISTRICT (LOS ANGELES AND SAN BERNARDINO COUNTIES, CALIFORNIA) ELECTION OF 2008 GENERAL OBLIGATION BONDS, SERIES A

WHEREAS, a duly called municipal election was held in the Victor Valley Community College District, Los Angeles and San Bernardino Counties, State of California (hereinafter referred to as the "District"), on November 4, 2008 at which the following proposition (the "Bond Measure") was submitted to the qualified electors of the District:

To improve education, prepare students for well-paying jobs and university transfer and qualify for State matching funds, shall Victor Valley Community College District improve classrooms, labs and educational buildings and establish a Workforce Training Center and Public Safety Academy for nursing, healthcare, emergency medical, police, firefighting and business careers, upgrade aging infrastructure, acquire sites, equipment, construct/repair buildings/science labs, by issuing \$297,500,000 in bonds, at legal rates with independent citizens' oversight/no money for administrators' salaries?

WHEREAS, at such election (the "Election") more than fifty-five percent of the voters of the District voted to authorize the issuance and sale of not-to-exceed \$297,500,000 of general obligation bonds of the District for various purposes, including the retirement of past funding utilized by the District for campus improvements;

WHEREAS, the Victor Valley Community College District (the "District") has previously issued its \$53,450,000 1997 Variable Rate Certificates of Participation;

WHEREAS, at this time the Board of Trustees of the District (the "Board") has determined that it is necessary and desirable to issue one or more series of Bonds in the aggregate principal amount not to exceed \$150,000,000 (the "Bonds");

WHEREAS, Either pursuant to Chapter 1.5 of Part 10 of Division 1 of Title 1 of the California Education Code (the "Education Code Act"), or Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code (the "Government Code Act") Bonds are authorized to be issued for the purposes set forth in the ballot submitted to the voters;

WHEREAS, the Board of Trustees of the District (the "Board") desires to use a portion of the proceeds derived from the sale of the Bonds to refund all of the 1997 Variable Rate Certificates of Participation (the "Refunded Certificates");

WHEREAS, to accomplish the refunding of the Refunded Certificates, the Board has determined that it may be necessary and desirable to enter into an escrow agreement (the "Escrow Agreement") pursuant to which proceeds from the sale of the Bonds shall be deposited into an escrow fund (the "Escrow Fund"); and

WHEREAS, the Board of Supervisors of San Bernardino County has provided by resolution that pursuant to Education Code Section 15140(b) the District may sell the Bonds on its own behalf;

WHEREAS, the District has not received a qualified or negative certification in its most recent interim report; and

WHEREAS, all acts, conditions and things required by law to be done or performed have been done and performed in strict conformity with the laws authorizing the issuance of general obligation bonds of the District, and the indebtedness of the District, including this proposed issue of Bonds, is within all limits prescribed by law;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE VICTOR VALLEY COMMUNITY COLLEGE DISTRICT, AS FOLLOWS:

SECTION 1. Purpose. To raise money for the purposes authorized by voters of the District at the Election, including the refunding of all or a portion of the Refunded Certificates and to pay all necessary legal, financial, engineering and contingent costs in connection therewith, the Board hereby authorizes the issuance of one or more series of Bonds in accordance with the provisions of either of or both of the Education Code Act or the Government Code Act and orders such Bonds sold at a negotiated sale such that the Bonds shall be dated as of a date to be determined by the Board, shall bear interest at a true interest cost which shall not exceed that authorized at the Election, shall be payable upon such terms and provisions as shall be set forth in the Bonds, and shall be in an aggregate principal amount not to exceed \$150,000,000, for some or all of the purposes authorized at the Election (the "Projects").

SECTION 2. Bond Registrar. The Board does hereby appoint U.S. Bank National Association as the authenticating agent, bond registrar, transfer agent, fiscal agent and paying agent (collectively, the "Bond Registrar") for the Bonds on behalf of the District.

SECTION 3. Terms and Conditions of Sale. The Bonds shall be sold at a negotiated sale upon the direction of the Superintendent/President of the District (the "Superintendent"), the Vice President, Administrative Services of the District (the "Vice President") or the Director of Fiscal Services (the "Director"). The Bonds shall be sold pursuant to the terms and conditions set forth in the Purchase Contract, as described below. The Board hereby authorizes the sale of the Bonds at a negotiated sale, which will provide more flexibility in the timing of the sale, an ability to implement the sale in a shorter time period, an increased ability to structure the Bonds to fit the needs of particular purchasers, and a greater opportunity for the Underwriter to pre-market the Bonds to potential purchasers prior to the sale, all of which will contribute to the District's goal of achieving the lowest overall cost of funds. The Bonds shall be sold pursuant to the terms and conditions set forth in the Purchase Contract, as described below. The Bonds may be issued in the form of Taxable or Tax-Exempt Bonds.

SECTION 4. Approval of Purchase Contract. The form of Purchase Contract (the "Purchase Contract") by and between the District and Piper Jaffray & Co. (the "Underwriter"), for the purchase and sale of the Bonds, substantially in the form on file with the Secretary of or Clerk to the Board, is hereby approved and the Superintendent, or the Director, or an authorized deputy of the Superintendent (each an "Authorized Officer"), are hereby authorized and requested to execute and deliver the Purchase Contract, with such changes therein, deletions therefrom and modifications thereto as such Authorized Officers, each alone, may approve, such approval to be conclusively evidenced by the execution and delivery thereof; provided, however, that the maximum true interest cost on the Bonds shall not exceed the maximum rate authorized at the Election and the Underwriter's discount, excluding original issue discount and expenses and costs of issuance paid by the Underwriter, thereon shall not exceed 2.0% of the aggregate of principal amount of Bonds issued. The Authorized Officers, each alone, are further authorized to determine the principal amount of the Bonds to be specified in the Purchase Contract for sale by the District up to \$150,000,000 and to enter into and execute the Purchase Contract with the Underwriter, if the conditions set forth in this Resolution are satisfied. The Bond estimates that the costs associated with the issuance of the Bonds, including compensation to the Underwriter and any such costs

which the Underwriter agrees to pay pursuant to the Purchase Contract (excluding fees of the Bond Insurer, if any), will equal approximately 3.0% of the principal amount of the Bonds.

SECTION 5. Certain Definitions. As used in this Resolution, the terms set forth below shall have the meanings ascribed to them (unless otherwise set forth in the Purchase Contract or Official Statement (defined herein)):

(a) “Accreted Interest” means, with respect to the Capital Appreciation Bonds, the Accreted Value thereof as of the date of calculation minus the Denominational Amount thereof.

(b) “Accretion Rate” means, unless otherwise provided by the Purchase Contract, that rate which, when applied to the Denominational Amount of any Capital Appreciation Bond and compounded semiannually on each February 1 and August 1 (commencing August 1, 2009 (unless otherwise provided in the Purchase Contract)), produces the Maturity Value thereof on the maturity date.

(c) “Accreted Value” means with respect to the Capital Appreciation Bonds, as of the date of calculation, the Denominational Amount thereof, plus Accreted Interest thereon to such date of calculation, compounded semiannually on each February 1 and August 1 (commencing on August 1, 2009 (unless otherwise provided in the Purchase Contract)) with respect to the Capital Appreciation Bonds which mature on August 1 of a given year at the stated Accretion Rate to maturity thereof, assuming in any such semiannual period that such Accreted Value increases in equal daily amounts on the basis of a 360-day year of twelve 30-day months.

(d) “Bond Insurer” means any insurance company which issues a municipal bond insurance policy insuring the payment of Denominational Amount and Accreted Interest of and interest on the Bonds.

(e) “Bond Payment Date” means (unless otherwise provided by the Purchase Contract), February 1 and August 1 of each year commencing August 1, 2009 with respect to the interest on the Current Interest Bonds and August 1 of each year commencing August 1, 2010 with respect to the principal payments on the Current Interest Bonds, and, with respect to the Capital Appreciation Bonds, the stated maturity dates thereof, as applicable.

(f) “Bond Registrar” means U.S. Bank National Association, or any successor thereto.

(g) “Capital Appreciation Bonds” means the Bonds, the interest component of which is compounded semiannually on each Bond Payment Date or on such other date shown in the Purchase Contract to maturity as shown in the table of Accreted Value for such Bonds in the Official Statement.

(h) “Code” means the Internal Revenue Code of 1986, as amended.

(i) “Continuing Disclosure Certificate” means that certain Continuing Disclosure Certificate executed by the District and dated the date of issuance and delivery of the Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

(j) “Current Interest Bonds” means the Bonds the interest on which is payable semiannually on each Bond Payment Date specified for each such Bond as designated and maturing in the years and in the amounts set forth in the Purchase Contract.

(k) “Denominational Amount” means, with respect to the Capital Appreciation Bonds, the initial purchase price thereof, which represents the principal amount thereof, and, with respect to the Current Interest Bonds, the principal amount thereof.

(l) “Depository” means the securities depository acting as Depository pursuant to Section 6(c) hereof.

(m) “DTC” means The Depository Trust Company, New York, New York, a limited purpose trust company organized under the laws of the State of New York, in its capacity as securities depository for the Bonds.

(n) “Escrow Agreement” means the Escrow Agreement relating to the Bonds, by and between the District and the financial institution named therein as the escrow agent.

(o) “Fair Market Value” means the price at which a willing buyer would purchase the investment from a willing seller in a bona fide, arm's length transaction (determined as of the date the contract to purchase or sell the investment becomes binding) if the investment is traded on an established securities market (within the meaning of section 1273 of the Code) and, otherwise, the term “Fair Market Value” means the acquisition price in a bona fide arm's length transaction (as referenced above) if (i) the investment is a certificate of deposit that is acquired in accordance with applicable regulations under the Code, (ii) the investment is an agreement with specifically negotiated withdrawal or reinvestment provisions and a specifically negotiated interest rate (for example, a guaranteed investment contract, a forward supply contract or other investment agreement) that is acquired in accordance with applicable regulations under the Code, (iii) the investment is a United States Treasury Security—State and Local Government Series that is acquired in accordance with applicable regulations of the United States Bureau of Public Debt, or (iv) any commingled investment fund in which the District and related parties do not own more than a ten percent (10%) beneficial interest therein if the return paid by the fund is without regard to the source of the investment.

(p) “Federal Securities” means direct or indirect noncallable obligations of, or noncallable, nonprepayable obligations unconditionally guaranteed as to full and timely payment of principal and interest by, the United States of America, but excluding investments in mutual funds or unit investment trusts.

(q) “Information Services” means Financial Information, Inc.’s Financial Daily Called Bond Service; Mergent Inc.’s Called Bond Department; or Standard & Poor’s J.J. Kenny Information Services’ Called Bond Service.

(r) “Maturity Value” means the Accreted Value of any Capital Appreciation Bond on its maturity date.

(s) “Nominee” means the nominee of the Depository, which may be the Depository, as determined from time to time pursuant to Section 6(c) hereof.

(t) “Non-AMT Bonds” means obligations the interest on which is excludable from gross income for federal income tax purposes under Section 103(a) of the Code and not treated as an item of tax preference under Section 57(a)(5)(C) of the Code, that are legal investments pursuant to Section 53601 of the Government Code.

(u) “Official Statement” means the Official Statement for the Bonds, as described in Section 17 hereof.

(v) “Owner” means the registered owner of a Bond as set forth on the registration books maintained from time to time pursuant to Section 6(c) hereof.

(w) “Participants” means those broker-dealers, banks and other financial institutions from time to time for which the Depository holds book-entry certificates as securities depository.

(x) “Principal” or “Principal Amount” means, with respect to any Current Interest Bond, the principal or principal amount thereof and, with respect to any Capital Appreciation Bond, the Denominational Amount.

(y) “Projects” shall have the meaning given to that term in Section 1 of this Resolution.

(z) “Projects Costs” means all of the expenses of and incidental to the construction and/or acquisition of the Projects, including Costs of Issuance.

(aa) “Qualified Non-AMT Mutual Fund” means stock in a regulated investment company to the extent that at least 95% of the income of such regulated investment company is interest that is excludable from gross income under Section 103 of the Code and not an item of tax preference under Section 57(a)(5)(C) of the Code.

(bb) “Qualified Permitted Investments” means (i) Non-AMT Bonds, (ii) Qualified Non-AMT Mutual Funds, (iii) other Permitted Investments authorized by the Bond Insurer, if any, and an opinion of Bond Counsel to the effect that such investment would not adversely affect the tax-exempt status of the Bonds, and (iv) Permitted Investments of proceeds of the Bonds, and interest earned on such proceeds, held not more than thirty days pending reinvestment or Bond redemption. A guaranteed investment contract or similar investment agreement (e.g. a forward supply contract, GIC, repo, etc.) does not constitute a Qualified Permitted Investment.

(cc) “Rating Agencies” means Standard & Poor’s Rating Services and Moody’s Investors Services.

(dd) “Record Date” means the close of business on the 15th day of the month preceding each Bond Payment Date.

(ee) “Securities Depository” means The Depository Trust Company, 55 Water Street, New York, New York 10041, Telephone: (212) 855-1000 or Facsimile transmission: (212) 855-7320.

(ff) “Taxable Bonds” means any Bonds not issued as Tax-Exempt Bonds.

(gg) “Tax-Exempt Bonds” means any Bonds the interest in which is excludable from gross income for federal income tax purposes and is not treated as an item of tax preference for purposes of calculating the federal alternative minimum tax, as further described in an opinion of Bond Counsel supplied to the original purchasers of such Bonds.

(hh) “Term Bonds” means those Bonds for which mandatory redemption dates have been established in the Purchase Contract.

(ii) “Transfer Amount” means, with respect to any Outstanding Current Interest Bond, the Principal Amount and, with respect to any Capital Appreciation Bond, the Maturity Value.

SECTION 6. Terms of the Bonds.

(a) Denomination, Interest, Date of Delivery. The Bonds may be issued in one or more series, including series of tax-exempt and taxable bonds, and each such series of Bonds shall be issued as any combination of Current Interest Bonds and Capital Appreciation Bonds registered as to both principal and interest, in the denominations of, with respect to the Current Interest Bonds, \$5,000 Denominational

Amount or any integral multiple thereof (except for one odd denomination if necessary), and with respect to the Capital Appreciation Bonds, \$5,000 Maturity Value, or any integral multiple thereof (except for one odd denomination if necessary). The Bonds will be initially registered to "Cede & Co.", the nominee of the Depository Trust Company, New York, New York.

Each Capital Appreciation Bond shall be dated, and shall accrete interest from, its date of initial issuance. The Capital Appreciation Bonds will not bear interest on a current basis.

Each Current Interest Bond shall be dated the date of delivery of the Bonds or such date as shall appear in the Purchase Contract or the Official Statement (the "Date of Delivery"), and shall bear interest from the Bond Payment Date next preceding the date of authentication thereof unless it is authenticated as of a day during the period from the 16th day of the month next preceding any Bond Payment Date to that Bond Payment Date, inclusive, in which event it shall bear interest from such Bond Payment Date, or unless it is authenticated on or before July 15, 2009, in which event it shall bear interest from the Date of Delivery.

Interest on the Current Interest Bonds shall be payable on the respective Bond Payment Dates. Interest on the Current Interest Bonds shall be computed on the basis of a 360-day year of twelve 30-day months.

The Capital Appreciation Bonds shall mature in the years and shall be issued in the aggregate Denominational Amounts with Maturity Values as set forth in the Purchase Contract and shall have Accretion Rates and shall have Denominational Amounts for each five thousand dollars (\$5,000) in Maturity Value as shown in the Accreted Value Table attached to the Official Statement; provided, that in the event that the amount shown in such Accreted Value Table and the Accreted Value calculated by the District and approved by the Bond Insurer by application of the definition of Accreted Value set forth in Section 5 differ, the latter amount shall be the Accreted Value of such Capital Appreciation Bond.

(b) Redemption.

(i) Optional Redemption and Mandatory Redemption. The Bonds shall be subject to optional and mandatory sinking fund redemption prior to maturity as provided in the Purchase Contract or the Official Statement.

(ii) Selection of Bonds for Redemption. Whenever provision is made in this Resolution for the optional redemption of Bonds and less than all Outstanding Bonds are to be redeemed, the Bond Registrar identified below, upon written instruction from the District, shall select Bonds for redemption as so directed and if not directed, in inverse order of maturity. Within a maturity, the Bond Registrar, in a manner determined by the District, shall select Bonds for redemption by lot. Redemption by lot shall be in such manner as the Bond Registrar shall determine; provided, however, that the portion of any Current Interest Bond to be redeemed in part shall be in the Principal Amount of \$5,000 or any integral multiple thereof and the portion of any Capital Appreciation Bond to be redeemed in part shall be in integral multiples of the Accreted Value per \$5,000 Maturity Value thereof.

(iii) Notice of Redemption. When redemption is authorized or required pursuant to Section 5(b)(i) hereof, the Bond Registrar, upon written instruction from the District, shall give notice (a "Redemption Notice") of the redemption of the Bonds. Such Redemption Notice shall specify: (a) the Bonds or designated portions thereof (in the case of redemption of the Bonds in part but not in whole) which are to be redeemed, (b) the date of redemption, (c) the place or places where the redemption will be made, including the name and address of the Bond Registrar, (d) the redemption price, (e) the CUSIP numbers (if any) assigned to the Bonds to be redeemed, (f) the Bond numbers of the Bonds to be redeemed in whole or in part and, in the case of any Bond to be redeemed in part only, the Principal

Amount of such Bond to be redeemed, and (g) the original issue date, interest rate or Accretion Rate and stated maturity date of each Bond to be redeemed in whole or in part. Such Redemption Notice shall further state that on the specified date there shall become due and payable upon each Bond or portion thereof being redeemed at the redemption price thereof, together with the interest accrued or accreted to the redemption date, and that from and after such date, interest with respect thereto shall cease to accrue or accrete.

The Bond Registrar shall take the following actions with respect to such Redemption Notice:

(a) At least 30 but not more than 45 days prior to the redemption date, such Redemption Notice shall be given to the respective Owners of Bonds designated for redemption by registered or certified mail, postage prepaid, at their addresses appearing on the Bond Register (defined herein).

(b) At least 30 but not more than 45 days prior to the redemption date, such Redemption Notice shall be given by (i) registered or certified mail, postage prepaid, (ii) telephonically confirmed facsimile transmission, or (iii) overnight delivery service, to the Securities Depository.

(c) At least 30 but not more than 45 days prior to the redemption date, such Redemption Notice shall be given by (i) registered or certified mail, postage prepaid, or (ii) overnight delivery service, to one of the Information Services.

Neither failure to receive or failure to publish any Redemption Notice nor any defect in any such Redemption Notice so given shall affect the sufficiency of the proceedings for the redemption of the affected Bonds. Each check issued or other transfer of funds made by the Bond Registrar for the purpose of redeeming Bonds shall bear or include the CUSIP number identifying, by issue and maturity, the Bonds being redeemed with the proceeds of such check or other transfer.

(iv) Partial Redemption of Bonds. Upon the surrender of any Bond redeemed in part only, the Bond Registrar shall execute and deliver to the Owner thereof a new Bond or Bonds of like tenor and maturity and of authorized denominations equal in Transfer Amounts to the unredeemed portion of the Bond surrendered. Such partial redemption shall be valid upon payment of the amount required to be paid to such Owner, and the District shall be released and discharged thereupon from all liability to the extent of such payment.

(v) Effect of Notice of Redemption. Notice having been given as aforesaid, and the moneys for the redemption (including the interest to the applicable date of redemption) having been set aside in the District's Debt Service Fund, the Bonds to be redeemed shall become due and payable on such date of redemption.

If on such redemption date, money for the redemption of all the Bonds to be redeemed as provided in Section 6(b)(i) hereof, together with interest accrued to such redemption date, shall be held by the Bond Registrar so as to be available therefor on such redemption date, and if notice of redemption thereof shall have been given as aforesaid, then from and after such redemption date, interest with respect to the Bonds to be redeemed shall cease to accrue or accrete and become payable. All money held by or on behalf of the Bond Registrar for the redemption of Bonds shall be held in trust for the account of the Owners of the Bonds so to be redeemed.

All Bonds paid at maturity or redeemed prior to maturity pursuant to the provisions of this Section 6 shall be cancelled upon surrender thereof and be delivered to or upon the order of the District. All or any portion of a Bond purchased by the District shall be cancelled by the Bond Registrar.

(vi) Bonds No Longer Outstanding. When any Bonds (or portions thereof), which have been duly called for redemption prior to maturity under the provisions of this Resolution, or with respect to which irrevocable instructions to call for redemption prior to maturity at the earliest redemption date have been given to the Bond Registrar, in form satisfactory to it, and sufficient moneys shall be held by the Bond Registrar irrevocably in trust for the payment of the redemption price of such Bonds or portions thereof, and, in the case of Current Interest Bonds, accrued interest with respect thereto to the date fixed for redemption, all as provided in this Resolution, then such Bonds shall no longer be deemed Outstanding and shall be surrendered to the Bond Registrar for cancellation.

(c) Book-Entry System.

(i) Definitions. As used in this Section, the terms set forth below shall have the meanings ascribed to them:

“Nominee” means the nominee of the Depository, which may be the Depository, as determined from time to time pursuant to this Section.

“Participants” means those broker-dealers, banks and other financial institutions from time to time for which the Depository holds book-entry certificates as securities depository.

(ii) Election of Book-Entry System. The Bonds shall initially be delivered in the form of a separate single fully-registered bond (which may be typewritten) for each maturity date of such Bonds in an authorized denomination (except for any odd denomination Capital Appreciation Bond). The ownership of each such Bond shall be registered in the Bond Register (as defined below) in the name of the Nominee, as nominee of the Depository and ownership of the Bonds, or any portion thereof may not thereafter be transferred except as provided in Section 6(c)(ii)(4) below.

With respect to book-entry Bonds, the District and the Bond Registrar shall have no responsibility or obligation to any Participant or to any person on behalf of which such a Participant holds an interest in such book-entry Bonds. Without limiting the immediately preceding sentence, the District and the Bond Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of the Depository, the Nominee, or any Participant with respect to any ownership interest in book-entry Bonds, (ii) the delivery to any Participant or any other person, other than an owner as shown in the Bond Register, of any notice with respect to book-entry Bonds, including any notice of redemption, (iii) the selection by the Depository and its Participants of the beneficial interests in book-entry Bonds to be prepaid in the event the District redeems the Bonds in part, or (iv) the payment by the Depository or any Participant or any other person, of any amount with respect to Accreted Value, Principal, premium, if any, or interest on the book-entry Bonds. The District and the Bond Registrar may treat and consider the person in whose name each book-entry Bond is registered in the Bond Register as the absolute owner of such book-entry Bond for the purpose of payment of Accreted Value or Principal of and premium and interest on and to such Bond, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Bond Registrar shall pay all Accreted Value or Principal of and premium, if any, and interest on the Bonds only to or upon the order of the respective owner, as shown in the Bond Register, or his respective attorney duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the District’s obligations with respect to payment of Accreted Value or Principal of, and premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. No person other than an owner, as shown in the Bond Register, shall receive a certificate evidencing the obligation to make payments of Accreted Value or Principal of, and premium, if any, and interest on the Bonds. Upon delivery by the Depository to the owner and the Bond Registrar, of written notice to the effect that the Depository has determined to substitute a new nominee in place of the

Nominee, and subject to the provisions herein with respect to the Record Date, the word Nominee in this Resolution shall refer to such nominee of the Depository.

1. Delivery of Letter of Representations. In order to qualify the book-entry Bonds for the Depository's book-entry system, the District and the Bond Registrar shall execute and deliver to the Depository a Letter of Representations. The execution and delivery of a Letter of Representations shall not in any way impose upon the District or the Bond Registrar any obligation whatsoever with respect to persons having interests in such book-entry Bonds other than the owners, as shown on the Bond Register. By executing a Letter of Representations, the Bond Registrar shall agree to take all action necessary at all times so that the District will be in compliance with all representations of the District in such Letter of Representations. In addition to the execution and delivery of a Letter of Representations, the District and the Bond Registrar shall take such other actions, not inconsistent with this Resolution, as are reasonably necessary to qualify book-entry Bonds for the Depository's book-entry program.

2. Selection of Depository. In the event (i) the Depository determines not to continue to act as securities depository for book-entry Bonds, or (ii) the District determines that continuation of the book-entry system is not in the best interest of the beneficial owners of the Bonds or the District, then the District will discontinue the book-entry system with the Depository. If the District determines to replace the Depository with another qualified securities depository, the District shall prepare or direct the preparation of a new single, separate, fully registered bond for each maturity date of such book-entry Bond, registered in the name of such successor or substitute qualified securities depository or its Nominee as provided in subsection (4) hereof. If the District fails to identify another qualified securities depository to replace the Depository, then the Bonds shall no longer be restricted to being registered in such Bond Register in the name of the Nominee, but shall be registered in whatever name or names the owners transferring or exchanging such Bonds shall designate, in accordance with the provisions of this Section 6(c).

3. Payments to Depository. Notwithstanding any other provision of this Resolution to the contrary, so long as all outstanding Bonds are held in book-entry and registered in the name of the Nominee, all payments by the District or the Bond Register with respect to Accreted Value or Principal of and premium, if any, or interest on the Bonds and all notices with respect to such Bonds shall be made and given, respectively to the Nominees, as provided in the Letter of Representations or as otherwise instructed by the Depository and agreed to by the Bond Registrar notwithstanding any inconsistent provisions herein.

4. Transfer of Bonds to Substitute Depository.

(A) The Bonds shall be initially issued as described in the Official Statement described herein. Registered ownership of such Bonds, or any portions thereof, may not thereafter be transferred except:

(1) to any successor of DTC or its nominee, or of any substitute depository designated pursuant to Section 6(c)(ii)(4)(A)(2) ("Substitute Depository"); provided that any successor of DTC or Substitute Depository shall be qualified under any applicable laws to provide the service proposed to be provided by it;

(2) to any Substitute Depository, upon (1) the resignation of DTC or its successor (or any Substitute Depository or its successor) from its functions as depository, or (2) a determination by the District that DTC (or its successor) is no longer able to carry out its functions as depository; provided that any such Substitute Depository

shall be qualified under any applicable laws to provide the services proposed to be provided by it; or

(3) to any person as provided below, upon (1) the resignation of DTC or its successor (or any Substitute Depository or its successor) from its functions as depository, or (2) a determination by the District that DTC or its successor (or Substitute Depository or its successor) is no longer able to carry out its functions as depository.

(B) In the case of any transfer pursuant to Section 6(c)(ii)(4)(A)(1) or (2), upon receipt of all outstanding Bonds by the Bond Registrar, together with a written request of the District to the Bond Registrar designating the Substitute Depository, a single new Bond, which the District shall prepare or cause to be prepared, shall be executed and delivered for each maturity of Bonds then outstanding, registered in the name of such successor or such Substitute Depository or their Nominees, as the case may be, all as specified in such written request of the District. In the case of any transfer pursuant to Section 6(c)(ii)(4)(A)(3), upon receipt of all outstanding Bonds by the Bond Registrar, together with a written request of the District to the Bond Registrar, new Bonds, which the District shall prepare or cause to be prepared, shall be executed and delivered in such denominations and registered in the names of such persons as are requested in such written request of the District, provided that the Bond Registrar shall not be required to deliver such new Bonds within a period of less than 60 days from the date of receipt of such written request from the District.

(C) In the case of a partial redemption or an advance refunding of any Bonds evidencing a portion of the Maturity Value or Principal maturing in a particular year, DTC or its successor (or any Substitute Depository or its successor) shall make an appropriate notation on such Bonds indicating the date and amounts of such reduction in Maturity Value or Principal, in form acceptable to the Bond Registrar, all in accordance with the Letter of Representations. The Bond Registrar shall not be liable for such Depository's failure to make such notations or errors in making such notations.

(D) The District and the Bond Registrar shall be entitled to treat the person in whose name any Bond is registered as the owner thereof for all purposes of this Resolution and any applicable laws, notwithstanding any notice to the contrary received by the Bond Registrar or the District; and the District and the Bond Registrar shall not have responsibility for transmitting payments to, communicating with, notifying, or otherwise dealing with any beneficial owners of the Bonds. Neither the District nor the Bond Registrar shall have any responsibility or obligation, legal or otherwise, to any such beneficial owners or to any other party, including DTC or its successor (or Substitute Depository or its successor), except to the Owner of any Bonds, and the Bond Registrar may rely conclusively on its records as to the identity of the owners of the Bonds.

SECTION 7. Execution of the Bonds. The Bonds shall be signed by the President of the Board, or other member of the Board authorized to do so by resolution of the Board, by manual or facsimile signature and countersigned by the manual or facsimile signature of the Secretary to or Clerk of the Board, all in their official capacities. No Bond shall be valid or obligatory for any purpose or shall be entitled to any security or benefit under this Resolution unless and until the certificate of authentication printed on the Bond is signed by the Bond Registrar as authenticating agent. Authentication by the Bond Registrar shall be conclusive evidence that the Bond so authenticated has been duly issued, signed and delivered under this Resolution and is entitled to the security and benefit of this Resolution.

SECTION 8. Bond Registrar; Transfer and Exchange. So long as any of the Bonds remains outstanding, the District will cause the Bond Registrar to maintain and keep at its principal office all books and records necessary for the registration, exchange and transfer of the Bonds as provided in this

Section. Subject to the provisions of Section 9 below, the person in whose name a Bond is registered on the Bond Register shall be regarded as the absolute owner of that Bond for all purposes of this Resolution. Payment of or on account of the Principal or Accreted Value of and premium, if any, and interest on any Bond shall be made only to or upon the order of that person; neither the District nor the Bond Registrar shall be affected by any notice to the contrary, but the registration may be changed as provided in this Section. All such payments shall be valid and effectual to satisfy and discharge the District's liability upon the Bonds, including interest, to the extent of the amount or amounts so paid.

Any Bond may be exchanged for Bonds of like tenor, maturity and Transfer Amount upon presentation and surrender at the principal office of the Bond Registrar, together with a request for exchange signed by the Owner or by a person legally empowered to do so in a form satisfactory to the Bond Registrar. A Bond may be transferred on the Bond Register only upon presentation and surrender of the Bond at the principal office of the Bond Registrar together with an assignment executed by the Owner or by a person legally empowered to do so in a form satisfactory to the Bond Registrar. Upon exchange or transfer, the Bond Registrar shall complete, authenticate and deliver a new Bond or Bonds of like tenor and of any authorized denomination or denominations requested by the Owner equal to the Transfer Amount of the Bond surrendered and bearing or accruing interest at the same rate and maturing on the same date. Capital Appreciation Bonds and Current Interest Bonds may not be exchanged for one another.

If any Bond shall become mutilated, the District, at the expense of the Owner of said Bond, shall execute, and the Bond Registrar shall thereupon authenticate and deliver, a new Bond of like series, tenor and Transfer Amount in exchange and substitution for the Bond so mutilated, but only upon surrender to the Bond Registrar of the Bond so mutilated. If any Bond issued hereunder shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the Bond Registrar and, if such evidence be satisfactory to the Bond Registrar and indemnity for the Bond Registrar and the District satisfactory to the Bond Registrar shall be given by the owner, the District, at the expense of the Bond owner, shall execute, and the Bond Registrar shall thereupon authenticate and deliver, a new Bond of like series and tenor in lieu of and in substitution for the Bond so lost, destroyed or stolen (or if any such Bond shall have matured or shall have been called for redemption, instead of issuing a substitute Bond the Bond Registrar may pay the same without surrender thereof upon receipt of indemnity satisfactory to the Bond Registrar and the District). The Bond Registrar may require payment of a reasonable fee for each new Bond issued under this paragraph and of the expenses which may be incurred by the District and the Bond Registrar.

If manual signatures on behalf of the District are required in connection with an exchange or transfer, the Bond Registrar shall undertake the exchange or transfer of Bonds only after the new Bonds are signed by the authorized officers of the District. In all cases of exchanged or transferred Bonds, the District shall sign and the Bond Registrar shall authenticate and deliver Bonds in accordance with the provisions of this Resolution. All fees and costs of transfer shall be paid by the requesting party. Those charges may be required to be paid before the procedure is begun for the exchange or transfer. All Bonds issued upon any exchange or transfer shall be valid obligations of the District, evidencing the same debt, and entitled to the same security and benefit under this Resolution as the Bonds surrendered upon that exchange or transfer.

Any Bond surrendered to the Bond Registrar for payment, retirement, exchange, replacement or transfer shall be cancelled by the Bond Registrar. The District may at any time deliver to the Bond Registrar for cancellation any previously authenticated and delivered Bonds that the District may have acquired in any manner whatsoever, and those Bonds shall be promptly cancelled by the Bond Registrar. Written reports of the surrender and cancellation of Bonds shall be made to the District by the Bond Registrar on or before February 1 and August 1 of each year. The cancelled Bonds shall be retained for six years, then returned to the District or destroyed by the Bond Registrar as directed by the District.

Neither the District nor the Bond Registrar will be required (a) to issue or transfer any Bonds during a period beginning with the opening of business on the 15th business day next preceding either any Bond Payment Date or any date of selection of Bonds to be redeemed and ending with the close of business on the Bond Payment Date or any day on which the applicable notice of redemption is given or (b) to transfer any Bonds which have been selected or called for redemption in whole or in part.

SECTION 9. Payment. Payment of interest on any Current Interest Bond on any Bond Payment Date shall be made to the person appearing on the registration books of the Bond Registrar as the Owner thereof as of the Record Date immediately preceding such Bond Payment Date, such interest to be paid by check mailed to such Owner on the Bond Payment Date at his address as it appears on such registration books or at such other address as he may have filed with the Bond Registrar for that purpose on or before the Record Date. The Owner in an aggregate Principal Amount or Maturity Value of \$1,000,000 or more may request in writing to the Bond Registrar that such Owner be paid interest by wire transfer to the bank and account number on file with the Bond Registrar as of the Record Date. The principal, and redemption price, if any, payable on the Current Interest Bonds and the Accreted Value and redemption price, if any, on the Capital Appreciation Bonds shall be payable upon maturity or redemption upon surrender at the principal office of the Bond Registrar. The interest, Accreted Value, Principal and premiums, if any, on the Bonds shall be payable in lawful money of the United States of America. The Bond Registrar is hereby authorized to pay the Bonds when duly presented for payment at maturity, and to cancel all Bonds upon payment thereof. The Bonds are general obligations of the District.

SECTION 10. Form of Bonds. The Bonds shall be in substantially the following forms, allowing those officials executing the Bonds to make the insertions and deletions necessary to conform the Bonds to this Resolution, the Purchase Contract or the Official Statement.

(Form of Current Interest Bond)

REGISTERED
NO.

REGISTERED
\$

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
(LOS ANGELES AND SAN BERNARDINO COUNTIES, CALIFORNIA)
ELECTION OF 2008 GENERAL OBLIGATION BONDS, SERIES A

<u>INTEREST RATE:</u> ____% per annum	<u>MATURITY DATE:</u> August 1, 20__	<u>DATED AS OF:</u> Date of Delivery	<u>CUSIP</u>
--	---	---	--------------

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT:

The Victor Valley Community College District (the "District") in Los Angeles and San Bernardino Counties, California, for value received, promises to pay to the Registered Owner named above, or registered assigns, the Principal Amount on the Maturity Date, each as stated above, and interest thereon until the Principal Amount is paid or provided for at the Interest Rate stated above, on February 1 and August 1 of each year (the "Bond Payment Dates"), commencing August 1, 2009. Interest on this Bond shall be computed on the basis of a 360-day year of twelve 30-day months. This bond will bear interest from the Bond Payment Date next preceding the date of authentication hereof unless it is authenticated as of a day during the period from the 16th day of the month next preceding any Bond Payment Date to the Bond Payment Date, inclusive, in which event it shall bear interest from such Bond Payment Date, or unless it is authenticated on or before July 15, 2009, in which event it shall bear interest from the Date of Delivery. Interest shall be computed on the basis of a 360-day year of twelve 30-day months. Principal and interest are payable in lawful money of the United States of America, without deduction for the paying agent services, to the person in whose name this bond (or, if applicable, one or more predecessor bonds) is registered (the "Registered Owner") on the Register maintained by the Bond Registrar, initially U.S. Bank National Association. Principal is payable upon presentation and surrender of this bond at the principal office of the Bond Registrar. Interest is payable by check or draft mailed by the Bond Registrar on each Bond Payment Date to the Registered Owner of this bond (or one or more predecessor bonds) as shown and at the address appearing on the Register at the close of business on the 15th day of the calendar month next preceding that Bond Payment Date (the "Record Date"). The Owner of Current Interest Bonds in the aggregate principal amount of \$1,000,000 or more may request in writing to the Bond Registrar that the Owner be paid interest by wire transfer to the bank and account number on file with the Bond Registrar as of the Record Date.

This bond is one of an authorization of \$ _____ of bonds approved to raise money for the purposes authorized by voters of the District at the election and to pay all necessary legal, financial, engineering and contingent costs in connection therewith under authority of and pursuant to the laws of the State of California, and the requisite fifty-five percent vote of the voters of the District cast at an election held on November 4, 2008, upon the question of issuing bonds in the amount of \$297,500,000 and the resolution of the Board of Trustees of the District adopted on February 10, 2009 (the "Bond Resolution"). This bond and the issue of which this bond is one are payable as to both principal and interest solely from the proceeds of the levy of *ad valorem* taxes on all property subject to such taxes in the District, which taxes are unlimited as to rate or amount in accordance with California Education Code Sections 15250 and 15252.

The bonds of this issue are comprised of \$_____ principal amount of Current Interest Bonds, of which this bond is a part (a "Current Interest Bond") and Capital Appreciation Bonds of which \$_____ represents the Denominational Amount and \$_____ represents the Maturity Value.

This bond is exchangeable and transferable for bonds of like tenor, maturity and Transfer Amount (as defined in the Bond Resolution) and in authorized denominations at the principal office of the Bond Registrar, by the Registered Owner or by a person legally empowered to do so, in a form satisfactory to the Bond Registrar, all subject to the terms, limitations and conditions provided in the Bond Resolution. All fees and costs of transfer shall be paid by the transferor. The District and the Bond Registrar may deem and treat the Registered Owner as the absolute owner of this bond for the purpose of receiving payment of or on account of principal or interest and for all other purposes, and neither the District nor the Bond Registrar shall be affected by any notice to the contrary.

Neither the District nor the Bond Registrar will be required (a) to issue or transfer any bond during a period beginning with the opening of business on the 15th business day next preceding either any Bond Payment Date or any date of selection of bonds to be redeemed and ending with the close of business on the Bond Payment Date or day on which the applicable notice of redemption is given or (b) to transfer any bond which has been selected or called for redemption in whole or in part.

The Current Interest Bonds maturing on or before August 1, 20__ are not subject to redemption prior to their fixed maturity dates. The Current Interest Bonds maturing on or after August 1, 20__ are subject to redemption on August 1, 20__ or any date thereafter at the option of the District as a whole or in part at a redemption price equal to the principal amount of the Current Interest Bonds called for redemption, plus interest accrued thereon to the dates fixed for redemption:

The Current Interest Bonds maturing on August 1, 20__ are subject to mandatory redemption from monies in the Debt Service Fund prior to their stated maturity date, at the principal amount thereof without premium on each August 1, on and after August 1, 20__, in the principal amounts as set forth in the following table:

<u>Redemption Dates</u>	<u>Principal Amounts</u>
TOTAL	

If less than all of the bonds of any one maturity shall be called for redemption, the particular bonds or portions of bonds of such maturity to be redeemed shall be selected by lot by the District in such manner as the District in its discretion may determine; provided, however, that the portion of any bond to be redeemed shall be in the principal amount of \$5,000 or some multiple thereof. If less than all of the bonds stated to mature on different dates shall be called for redemption, the particular bonds or portions thereof to be redeemed shall be called in any order of maturity selected by the District or, if not so selected, in the inverse order of maturity.

Reference is made to the Bond Resolution for a more complete description of the provisions, among others, with respect to the nature and extent of the security for the bonds of this series, the rights,

duties and obligations of the District, the Bond Registrar and the Registered Owners, and the terms and conditions upon which the bonds are issued and secured. The Registered Owner of this bond assents, by acceptance hereof, to all of the provisions of the Bond Resolution.

It is certified and recited that all acts and conditions required by the Constitution and laws of the State of California to exist, to occur and to be performed or to have been met precedent to and in the issuing of the bonds in order to make them legal, valid and binding general obligations of the District, have been performed and have been met in regular and due form as required by law; that payment in full for the bonds has been received; that no statutory or constitutional limitation on indebtedness or taxation has been exceeded in issuing the bonds; and that due provision has been made for levying and collecting *ad valorem* property taxes on all of the taxable property within the District in an amount sufficient to pay principal and interest when due.

This bond shall not be valid or obligatory for any purpose and shall not be entitled to any security or benefit under the Bond Resolution until the Certificate of Authentication below has been signed.

IN WITNESS WHEREOF, the Victor Valley Community College District, Los Angeles and San Bernardino Counties, California, has caused this bond to be executed on behalf of the District and in an official capacity by the manual or facsimile signature of the President of the Board of trustees, and to be countersigned by the manual or facsimile signature of the Secretary to the Board of Trustees, all as of the date stated above.

VICTOR VALLEY COMMUNITY COLLEGE
DISTRICT

By: _____ (Facsimile Signature)
President, Board of Trustees

COUNTERSIGNED:

(Facsimile Signature)
Secretary to the Board of Trustees

CERTIFICATE OF AUTHENTICATION

This bond is one of the bonds described in the Bond Resolution referred to herein which has been authenticated and registered on _____, 2009.

U.S. BANK NATIONAL ASSOCIATION

By: _____
Authorized Representative

ASSIGNMENT

For value received, the undersigned sells, assigns and transfers to (print or typewrite name, address and zip code of Transferee): _____ this bond and irrevocably constitutes and appoints attorney to transfer this bond on the books for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

Notice: The assignor's signature to this assignment must correspond with the name as it appears upon the within bond in every particular, without alteration or any change whatever, and the signature(s) must be guaranteed by an eligible guarantor institution.

Social Security Number, Taxpayer Identification Number or other identifying number of Assignee: _____

Unless this certificate is presented by an authorized representative of The Depository Trust Company to the issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of The Depository Trust Company and any payment is made to Cede & Co., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the registered owner hereof, Cede & Co., has an interest herein.

LEGAL OPINION

The following is a true copy of the opinion rendered by Stradling Yocca Carlson & Rauth, a Professional Corporation in connection with the issuance of, and dated as of the date of the original delivery of, the bonds. A signed copy is on file in my office.

(Facsimile Signature)
Secretary to the Board of Trustees

(Form of Legal Opinion)

(Form of Capital Appreciation Bond)

REGISTERED
NO.

REGISTERED
\$

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
(LOS ANGELES AND SAN BERNARDINO COUNTIES, CALIFORNIA)
ELECTION OF 2008 GENERAL OBLIGATION BONDS, SERIES A

ACCRETION RATE: MATURITY DATE: DATED AS OF: CUSIP
_____% August 1, 20__ Date of Delivery

REGISTERED OWNER: CEDE & CO.

DENOMINATIONAL AMOUNT:

MATURITY VALUE:

The Victor Valley Community College District (the "District") in Los Angeles and San Bernardino Counties, California, for value received, promises to pay to the Registered Owner named above, or registered assigns, the Maturity Value on the Maturity Date, each as stated above, such Maturity Value being comprised of the Denominational Amount and interest accreted thereon. This bond will not bear current interest but will accrete interest, compounded on each February 1 and August 1, commencing August 1, 2009, at the Accretion Rate specified above to the Maturity Date, assuming that in any such semiannual period the sum of such compounded accreted interest and the Denominational Amount (such sum being herein called the "Accreted Value") increases in equal daily amounts on the basis of a 360-day year consisting of twelve 30-day months. Accreted Value and redemption premium, if any, are payable in lawful money of the United States of America, without deduction for the paying agent services, to the person in whose name this bond (or, if applicable, one or more predecessor bonds) is registered (the "Registered Owner") on the Register maintained by the Bond Registrar, initially U.S. Bank National Association. Accreted Value and redemption premium, if any, are payable upon presentation and surrender of this bond at the principal office of the Bond Registrar.

This bond is one of an authorization of \$_____ of bonds approved for the purpose of raising money for the purpose authorized by voters of the District at the election to pay all necessary legal, financial, engineering and contingent costs in connection therewith under authority of and pursuant to the laws of the State of California, and the requisite fifty-five percent vote of the voters of the District cast at an election held on November 4, 2008, upon the question of issuing bonds in the amount of \$297,500,000 and the resolution of the Board of Trustees of the District adopted on February 10, 2009 (the "Bond Resolution"). This bond and the issue of which this bond is one are payable as to both principal and interest from the proceeds of the levy of *ad valorem* taxes on all property subject to such taxes in the District, which taxes are unlimited as to rate or amount in accordance with California Education Code Sections 15250 and 15252.

The bonds of this issue are comprised of \$_____ principal amount of Current Interest Bonds (each a "Current Interest Bond") and Capital Appreciation Bonds, of which this bond is a part, in the Denominational Amount of \$_____ and the Maturity Value of \$_____.

This bond is exchangeable and transferable for bonds of like tenor, maturity and Transfer Amount (as defined in the Bond Resolution) and in authorized denominations at the principal office of the Bond Registrar, by the Registered Owner or by a person legally empowered to do so, in a form satisfactory to

the Bond Registrar, all subject to the terms, limitations and conditions provided in the Bond Resolution. All fees and costs of transfer shall be paid by the transferor. The District and the Bond Registrar may deem and treat the Registered Owner as the absolute owner of this bond for the purpose of receiving payment of or on account of principal or interest and for all other purposes, and neither the District nor the Bond Registrar shall be affected by any notice to the contrary.

Neither the District nor the Bond Registrar will be required (a) to issue or transfer any bond during a period beginning with the opening of business on the 15th business day next preceding either any Bond Payment Date or any date of selection of bonds to be redeemed and ending with the close of business on the Bond Payment Date or day on which the applicable notice of redemption is given or (b) to transfer any bond which has been selected or called for redemption in whole or in part.

The Capital Appreciation Bonds are not subject to optional redemption prior to maturity

Reference is made to the Bond Resolution for a more complete description of the provisions, among others, with respect to the nature and extent of the security for the Capital Appreciation Bonds of this series, the rights, duties and obligations of the District, the Bond Registrar and the Registered Owners, and the terms and conditions upon which the bonds are issued and secured. The Registered Owner of this bond assents, by acceptance hereof, to all of the provisions of the Bond Resolution.

It is certified and recited that all acts and conditions required by the Constitution and laws of the State of California to exist, to occur and to be performed or to have been met precedent to and in the issuing of the bonds in order to make them legal, valid and binding general obligations of the District, have been performed and have been met in regular and due form as required by law; that payment in full for the bonds has been received; that no statutory or constitutional limitation on indebtedness or taxation has been exceeded in issuing the bonds; and that due provision has been made for levying and collecting *ad valorem* property taxes on all of the taxable property within the District in an amount sufficient to pay principal and interest when due.

This bond shall not be valid or obligatory for any purpose and shall not be entitled to any security or benefit under the Bond Resolution until the Certificate of Authentication below has been signed.

IN WITNESS WHEREOF, the Victor Valley Community College District, Los Angeles and San Bernardino Counties, California, has caused this bond to be executed on behalf of the District and in an official capacity by the manual or facsimile signature of the President of the Board of Trustees, and to be countersigned by the manual or facsimile signature of the Secretary to the Board of Trustees, all as of the date stated above.

VICTOR VALLEY COMMUNITY COLLEGE
DISTRICT

By: _____ (Facsimile Signature)
President, Board of Trustees

COUNTERSIGNED:

(Facsimile Signature)
Secretary to the Board of Trustees

CERTIFICATE OF AUTHENTICATION

This bond is one of the bonds described in the Bond Resolution referred to herein which has been authenticated and registered on _____, 2009.

U.S. BANK NATIONAL ASSOCIATION

By: _____
Authorized Representative

ASSIGNMENT

For value received, the undersigned sells, assigns and transfers to (print or typewrite name, address and ZIP code of Transferee): _____ this bond and irrevocably constitutes and appoints attorney to transfer this bond on the books for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

Notice: The assignor's signature to this assignment must correspond with the name as it appears upon the face of the within bond in every particular, without alteration or by any change whatever, and the signature(s) must be guaranteed by an eligible guarantor institution.

Social Security Number, Taxpayer Identification Number or other identifying number of Assignee: _____

Unless this certificate is presented by an authorized representative of The Depository Trust Company to the issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of The Depository Trust Company and any payment is made to Cede & Co., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the registered owner hereof, Cede & Co., has an interest herein.

LEGAL OPINION

The following is a true copy of the opinion rendered by Stradling Yocca Carlson & Rauth, a Professional Corporation, in connection with the issuance of, and dated as of the date of the original delivery of, the bonds. A signed copy is on file in my office.

(Facsimile Signature)
Secretary to the Board of Trustees

(Form of Legal Opinion)

SECTION 11. Delivery of Bonds. The proper officials of the District shall cause the Bonds to be prepared and, following their sale, shall have the Bonds signed and delivered, together with a true transcript of proceedings with reference to the issuance of the Bonds, to the original purchaser upon payment of the purchase price therefor.

SECTION 12. Deposit of Proceeds of Bonds; Escrow Agreement. (a) The proceeds from the sale of the Bonds, to the extent of the Denominational Amount and the Principal Amount thereof, shall be paid to the County to the credit of the fund hereby created and established and to be known as the "Victor Valley Community College District Election of 2008 General Obligation Bonds, Series A Building Fund" (the "Building Fund") of the District, shall be kept separate and distinct from all other District and County funds, and those proceeds shall be used solely for the purpose for which the Bonds are being issued and provided further that such proceeds shall be applied solely to authorized purposes which relate to the Projects. The accrued interest and any premium received by the District from the sale of the Bonds shall be kept separate and apart in the fund hereby created and established and to be designated as the "Victor Valley Community College District Election of 2008 General Obligation Bonds, Series A Debt Service Fund" (the "Debt Service Fund") for the Bonds and used only for payment of Accreted Value or Principal of and interest on the Bonds. Interest earnings on moneys held in the Building Fund shall be retained in the Building Fund. Interest earnings on moneys held in the Debt Service Fund shall be retained in the Debt Service Fund. Any amounts that remain in the Building Fund at the completion of the Projects, at the written direction of the District, shall be transferred to the Debt Service Fund to be used to pay the Principal of, premium, if any, and interest on the Bonds, subject to any conditions set forth in the Tax Certificate. Any excess proceeds of the Bonds not needed for the authorized purposes set forth herein for which the Bonds are being issued shall be transferred to the Debt Service Fund and applied to the payment of Accreted Value or Principal of and interest on the Bonds. If, after payment in full of the Bonds, there remain excess proceeds, any such excess amounts shall be transferred to the General Fund of the District.

(b) An amount of the net proceeds from the sale of the Bonds necessary to purchase the Federal Securities needed to defease or redeem the Refunded Certificates may be transferred to the Escrow Agent (as defined below) for deposit in the Escrow Fund established under the Escrow Agreement, or held in the Building Fund until applied for the prepayment of the Refunded Certificates.

(c) Moneys in the Debt Service Fund and the Building Fund shall be invested at the written direction of the District, and after consultation with the County, in Permitted Investments. If at the time of issuance the District determines to issue the Bonds as Tax-Exempt Bonds without regard to the Internal Revenue Code "temporary period" restrictions, all investment of Bond proceeds shall be subject to paragraph (1) below; and the District, in consultation with the County, may provide for an agent to assist the County in investing funds pursuant to paragraph (1) below. If the District fails to direct the County or its agent, as the case may be, the County or its agent shall invest or cause the funds in the Building Fund to be invested in Qualified Permitted Investments, subject to the provisions of paragraph (1) below, until such time as the District provides written direction to invest such funds otherwise. Neither the County nor its officers and agents, as the case may be, shall have any responsibility or obligation to determine the tax consequences of any investment. The interest earned on the moneys deposited to the Building Fund shall be applied as set forth in subparagraph (1)(C) below:

(1) Covenant Regarding Investment of Proceeds.

(A) Permitted Investments. Beginning on the delivery date, and at all times until expenditure for authorized purposes, not less than 95% of the proceeds of the Bonds deposited in the Building Fund, including investment earnings thereon, will be invested in Qualified Permitted Investments which are rated in at least the second highest rating category by one of the two Rating Agencies. Notwithstanding the preceding provisions

of this Section, for purposes of this paragraph, amounts derived from the disposition or redemption of Qualified Permitted Investments and held pending reinvestment or redemption for a period of not more than 30 days may be invested in Permitted Investments. The District hereby authorizes investments made pursuant to this Resolution with maturities exceeding five years.

(B) Recordkeeping and Monitoring Relating to Building Fund.

i. Information Regarding Permitted Investments. The District hereby covenants that it will record or cause to be recorded with respect to each Permitted Investment in the Building Fund the following information: purchase date; purchase price; information establishing the Fair Market Value of such Permitted Investment; face amount; coupon rate; periodicity of interest payments; disposition price; disposition date; and any accrued interest received upon disposition.

ii. Information in Qualified Non-AMT Mutual Funds. The District hereby covenants that, with respect to each investment of proceeds of the Bonds in a Qualified Non-AMT Mutual Fund pursuant to paragraph (1)(A) above, in addition to recording, or causing to be recorded, the information set forth in paragraph (1)(B)(i) above, it will retain a copy of each IRS information reporting form and account statement provided by such Qualified Non-AMT Mutual Fund.

iii. Monthly Investment Fund Statements. The District covenants that it will obtain, at the beginning of each month following the delivery date, a statement of the investments in the Building Fund detailing the nature, amount and value of each investment as of such statement date.

iv. Retention of Records. The District hereby covenants that it will retain the records referred to in paragraph (1)(B)(i) and each IRS information reporting form referred to in paragraph (1)(B)(ii) with its books and records with respect to the Bonds until six years following the last date that any obligation comprising the Bonds is retired.

(C) Interest Earned on Permitted Investments. The interest earned on the moneys deposited in the Building Fund shall be deposited in the Building Fund and used for the purposes of that fund.

Except as required below to satisfy the requirements of Section 148(f) of the Internal Revenue Code of 1986, as amended (the "Code"), interest earned on the investment of moneys held in the Debt Service Fund shall be retained in the Debt Service Fund and used to pay Principal and interest on the Bonds when due.

SECTION 13. Rebate Fund.

(a) The District shall create and establish a special fund designated the "Victor Valley Community College District Election of 2008 General Obligation Bonds, Series A Rebate Fund" (the "Rebate Fund"). All amounts at any time on deposit in the Rebate Fund shall be held in trust, to the extent required to satisfy the requirement to make rebate payments to the United States (the "Rebate Requirement") pursuant to Section 148 of the Code, and the Treasury Regulations promulgated thereunder (the "Treasury Regulations"). Such amounts shall be free and clear of any lien hereunder and shall be governed by this Section and by the Tax Certificate to be executed by the District.

(b) Within 45 days of the end of each fifth Bond Year (as such term is defined in the Tax Certificate), (1) the District shall calculate or cause to be calculated with respect to the Bonds the amount that would be considered the “rebate amount” within the meaning of Section 1.148-3 of the Treasury Regulations, using as the “computation date” for this purpose the end of such Bond Year, and (2) the District shall deposit to the Rebate Fund from amounts on deposit in the other funds established hereunder or from other District funds, if and to the extent required, amounts sufficient to cause the balance in the Rebate Fund to be equal to the “rebate amount” so calculated. The District shall not be required to deposit any amount to the Rebate Fund in accordance with the preceding sentence, if the amount on deposit in the Rebate Fund prior to the deposit required to be made under this subsection (b) equals or exceeds the “rebate amount” calculated in accordance with the preceding sentence. Such excess may be withdrawn from the Rebate Fund to the extent permitted under subsection (g) of this Section. The District shall not be required to calculate the “rebate amount” and shall not be required to deposit any amount to the Rebate Fund in accordance with this subsection (b), with respect to all or a portion of the proceeds of the Bonds (including amounts treated as proceeds of the Bonds) (1) to the extent such proceeds satisfy the expenditure requirements of Section 148(f)(4)(B) or Section 148(f)(4)(C) of the Code or Section 1.148-7(d) of the Treasury Regulations, whichever is applicable, and otherwise qualify for the exception to the Rebate Requirement pursuant to whichever of said sections is applicable, (2) to the extent such proceeds are subject to an election by the District under Section 148(f)(4)(C)(vii) of the Code to pay a one and one-half percent (1½%) penalty in lieu of arbitrage rebate in the event any of the percentage expenditure requirements of Section 148(f)(4)(C) are not satisfied, or (3) to the extent such proceeds qualify for the exception to arbitrage rebate under Section 148(f)(4)(A)(ii) of the Code for amounts in a “bona fide debt service fund.” In such event, and with respect to such amounts, the District shall not be required to deposit any amount to the Rebate Fund in accordance with this subsection (b).

(c) Any funds remaining in the Rebate Fund after redemption of all the Bonds and any amounts described in paragraph (2) of subsection (d) of this Section, or provision made therefor satisfactory to the District, including accrued interest, shall be remitted to the District.

(d) Subject to the exceptions contained in subsection (b) of this Section to the requirement to calculate the “rebate amount” and make deposits to the Rebate Fund, the District shall pay to the United States, from amounts on deposit in the Rebate Fund,

(1) not later than 60 days after the end of (i) the fifth Bond Year, and (ii) each fifth Bond Year thereafter, an amount that, together with all previous rebate payments, is equal to at least 90% of the “rebate amount” calculated as of the end of such Bond Year in accordance with Section 1.148-3 of the Treasury Regulations; and

(2) not later than 60 days after the payment of all Bonds, an amount equal to one hundred percent (100%) of the “rebate amount” calculated as of the date of such payment (and any income attributable to the “rebate amount” determined to be due and payable) in accordance with Section 1.148-3 of the Treasury Regulations.

(e) In the event that, prior to the time any payment is required to be made from the Rebate Fund, the amount in the Rebate Fund is not sufficient to make such payment when such payment is due, the District shall calculate (or have calculated) the amount of such deficiency and deposit an amount equal to such deficiency into the Rebate Fund prior to the time such payment is due.

(f) Each payment required to be made pursuant to subsection (d) of this Section shall be made to the Internal Revenue Service Center, Ogden, Utah, on or before the date on which such payment is due, and shall be accompanied by Internal Revenue Service Form 8038-T, such form to be prepared or caused to be prepared by the District.

(g) In the event that immediately following the calculation required by subsection (b) of this Section, but prior to any deposit made under said subsection, the amount on deposit in the Rebate Fund exceeds the “rebate amount” calculated in accordance with said subsection, the District shall withdraw the excess from the Rebate Fund and credit such excess to the Debt Service Fund.

(h) The District shall retain records of all determinations made hereunder until six years after the complete retirement of the Bonds.

(i) Notwithstanding anything in this Resolution to the contrary, the Rebate Requirement shall survive the payment in full or defeasance of the Bonds.

SECTION 14. Security for the Bonds. There shall be levied on all the taxable property in the District, in addition to all other taxes, a continuing direct *ad valorem* tax annually during the period the Bonds are outstanding in an amount sufficient to pay the principal and Accreted Value of and interest on the Bonds when due, which moneys when collected will be placed in the Debt Service Fund of the District, which fund is irrevocably pledged for the payment of the principal and Accreted Value of and interest on the Bonds when and as the same fall due.

The moneys in the Debt Service Fund, to the extent necessary to pay the principal and Accreted Value of and interest on the Bonds as the same become due and payable, shall be transferred by the Treasurer-Tax Collector to the Bond Registrar which, in turn, shall pay such monies to DTC to pay the principal and Accreted Value of and interest on the Bonds. DTC will thereupon make payments of principal and Accreted Value and interest on the Bonds to the DTC Participants who will thereupon make payments of principal and Accreted Value and interest to the beneficial owners of the Bonds. Any moneys remaining in the Debt Service Fund after the Bonds and the interest thereon have been paid, or provision for such payment has been made, shall be transferred to the General Fund of the District, pursuant to the Education Code Section 15234.

SECTION 15. Arbitrage Covenant. The District covenants that it will restrict the use of the proceeds of the Bonds in such manner and to such extent, if any, as may be necessary, so that the Bonds will not constitute arbitrage bonds under Section 148 of the Code and the applicable regulations prescribed under that Section or any predecessor section. Calculations for determining arbitrage requirements are the sole responsibility of the District

SECTION 16. Conditions Precedent. The Board determines that all acts and conditions necessary to be performed by the Board or to have been met precedent to and in the issuing of the Bonds in order to make them legal, valid and binding general obligations of the District have been performed and have been met, or will at the time of delivery of the Bonds have been performed and have been met, in regular and due form as required by law; and that no statutory or constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of the Bonds.

If the Bonds are sold under the Government Code Act, the Board further finds and determines that as a result of the issuance of the Bonds under the provisions of the Government Code Act, the overall outstanding general obligation bond debt of the District will be amortized in a more level manner.

SECTION 17. Official Statement. The Preliminary Official Statement relating to the Bonds, substantially in the form on file with the Secretary to or Clerk of the Board is hereby approved and the Authorized Officers, each alone, are hereby authorized and directed, for and in the name and on behalf of the District, to deliver such Preliminary Official Statement to the Underwriter to be used in connection with the offering and sale of the Bonds. The Authorized Officers, each alone, are hereby authorized and directed, for and in the name and on behalf of the District, to deem the Preliminary Official Statement

“final” pursuant to 15c2-12 of the Securities Exchange Act of 1934, prior to its distribution and to execute and deliver to the Underwriter a final Official Statement, substantially in the form of the Preliminary Official Statement, with such changes therein, deletions therefrom and modifications thereto as the Authorized Officer executing the same shall approve. The Underwriter is hereby authorized to distribute copies of the Preliminary Official Statement to persons who may be interested in the purchase of the Bonds and is directed to deliver copies of any final official statement to the purchasers of the Bonds. Execution of the Official Statement shall conclusively evidence the District’s approval of the Official Statement.

SECTION 18. Insurance. In the event the District purchases bond insurance for the Bonds, and to the extent that the Bond Insurer makes payment of the principal interest, or Accreted Interest on the Bonds, it shall become the owner of such Bonds with the right to payment of principal, interest or Accreted Interest on the Bonds, and shall be fully subrogated to all of the Owners’ rights, including the Owners’ rights to payment thereof. To evidence such subrogation (i) in the case of subrogation as to claims that were past due interest components, the Bond Registrar shall note the Bond Insurer’s rights as subrogee on the registration books for the Bonds maintained by the Bond Registrar upon receipt of a copy of the cancelled check issued by the Bond Insurer for the payment of such interest to the Owners of the Bonds, and (ii) in the case of subrogation as to claims for past due Principal or Accreted Value, the Bond Registrar shall note the Bond Insurer as subrogee on the registration books for the Bonds maintained by the Bond Registrar upon surrender of the Bonds by the Owners thereof to the Bond Insurer or the insurance trustee for the Bond Insurer.

SECTION 19. Defeasance. All or any portion of the outstanding maturities of the Bonds may be defeased prior to maturity in the following ways:

(a) Cash: by irrevocably depositing with an independent escrow agent selected by the District an amount of cash which together with amounts then on deposit in the Debt Service Fund (as herein defined) is sufficient to pay all Bonds outstanding and designated for defeasance, including all principal and interest represented thereby and premium, if any; or

(b) Government Obligations: by irrevocably depositing with an independent escrow agent selected by the District noncallable Government Obligations together with cash, if required, in such amount as will, in the opinion of an independent certified public accountant, together with interest to accrue thereon and moneys then on deposit in the Debt Service Fund together with the interest to accrue thereon, be fully sufficient to pay and discharge all Bonds outstanding and designated for defeasance (including all Principal and interest and redemption premiums, if any) at or before their maturity date;

then, notwithstanding that any of such Bonds shall not have been surrendered for payment, all obligations of the District with respect to all such designated outstanding Bonds shall cease and terminate, except only the obligation of the Bond Registrar or an independent escrow agent selected by the District to pay or cause to be paid from funds deposited pursuant to paragraphs (a) or (b) of this Section, to the owners of such designated Bonds not so surrendered and paid all sums due with respect thereto.

For purposes of this Section, Government Obligations shall mean:

Direct and general obligations of the United States of America (which may consist of obligations of the Resolution Funding Corporation that constitute interest strips), or obligations that are unconditionally guaranteed as to principal and interest by the United States of America, or “prerefunded” municipal obligations rated in the highest rating category by Standard & Poors or Moody’s Investors Service. In the case of direct and general obligations of the United States of America, Government Obligations shall include evidences of direct ownership of proportionate

interests in future interest or principal payments of such obligations. Investments in such proportionate interests must be limited to circumstances where (a) a bank or trust company acts as custodian and holds the underlying United States obligations; (b) the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor of the underlying United States obligations; and (c) the underlying United States obligations are held in a special account, segregated from the custodian's general assets, and are not available to satisfy any claim of the custodian, any person claiming through the custodian, or any person to whom the custodian may be obligated; provided that such obligations are rated or assessed "AAA" by Standard & Poor's or "Aaa" by Moody's Investors Service.

SECTION 20 Nonliability of County. Notwithstanding anything to the contrary contained herein, in the Bonds or in any other document mentioned herein, neither the County, nor its officials, officers, employees or agents shall have any liability hereunder or by reason hereof or in connection with the transactions contemplated hereby, the Bonds are not a debt of the County or a pledge of the County's full faith and credit, and the Bonds and any liability in connection therewith shall be paid solely from the moneys of the District.

SECTION 21 Indemnification of County. The District shall defend, indemnify and hold harmless the County, its officials, officers, agents and employees ("Indemnified Parties") against any and all losses, claims, damages or liabilities, joint or several, to which such Indemnified Parties may become subject based in whole or in part upon any acts or omission related to the Bonds, except with regard to the County's responsibilities under Section 22 hereof. The District shall also reimburse the Indemnified Parties for any legal or other costs and expenses incurred in connection with investigating or defending any such claims or liabilities.

SECTION 22 Request to County to Levy Tax. The Board of Supervisors of San Bernardino County (the "Board of Supervisors") and officers of the County are obligated by statute to provide for the levy and collection of property taxes in each year sufficient to pay all principal and interest coming due on the Bonds in such year, and to pay from such taxes all amounts due on the Bonds. The District hereby requests the Board of Supervisors to annually levy a tax upon all taxable property in the District sufficient to pay all principal and interest coming due on the Bonds in such year, and to pay from such taxes all amounts due on the Bonds.

SECTION 23 Other Actions, Determinations and Approvals.

(a) Officers of the Board, District Officials and staff are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they may deem necessary or advisable in order to proceed with the issuance of the Bonds and otherwise carry out, give effect to and comply with the terms and intent of this Resolution. Such actions heretofore taken by such officers, officials and staff are hereby ratified, confirmed and approved.

(b) The Board hereby appoints the financial institution named as such in the Official Statement as escrow agent (the "Escrow Agent") for the Bonds and approves the form of Escrow Agreement, by and between the District and the Escrow Agent on file with the Secretary to or Clerk of the Board. The Authorized Officers, each alone, are hereby authorized to execute the Escrow Agreement with such changes as they shall approve, such approval to be conclusively evidenced by either individual's execution and delivery thereof.

(c) The Board hereby appoints Piper Jaffray & Co. as the Underwriter and Stradling Yocca Carlson & Rauth, a Professional Corporation, San Francisco, California, as bond counsel and disclosure counsel with respect to the issuance of the Bonds.

(d) The provisions of this Resolution may be amended by the Purchase Contract and the Official Statement.

SECTION 23 Resolution to Treasurer-Tax Collector. The Secretary to or Clerk of this Board is hereby directed to provide a certified copy of this Resolution to the Treasurer-Tax Collector of San Bernardino County immediately following its adoption.

SECTION 24 Continuing Disclosure. The District hereby covenants and agrees that it will comply with and carry out all of the provisions of that certain Continuing Disclosure Certificate executed by the District and dated the date of issuance and delivery of the Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof. Any Bondholder may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the District to comply with its obligations under this Section. Noncompliance with this Section shall not result in acceleration of the Bonds.

SECTION 25 Recitals. All the recitals in this Resolution above are true and correct and this Board so finds, determines and represents.

SECTION 26 Effective Date. This Resolution shall take effect immediately upon its passage.

PASSED AND ADOPTED this 10th day of February, 2009, by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

By: _____
President, Board of Trustees
Victor Valley Community College District

Attest:

Clerk of the Board of Trustees
Victor Valley Community College District

I, _____, do hereby certify that the foregoing is a true and correct copy of Resolution No. 09-01 which was duly adopted by the Board of Trustees of the Victor Valley Community College District at meeting thereof held on the 10th day of February, 2009, and that it was so adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

By: _____
Clerk of the Board of Trustees
Victor Valley Community College District

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

BOARD CONSENT BOARD ACTION BOARD INFORMATION (no action required)

TOPIC: Agreement for Purchase and Sale of Real Property and Joint Escrow Instructions

SUBMITTED BY: GH Javaheripour, Vice President Administrative Services

RECOMMENDED BY: ROBERT SILVERMAN _____

APPROVED BY: Robert Silverman *RS* _____

Description/Background:

One of the major projects within the JJ bond was the establishment of a center in Hesperia. The board has directed that we negotiate a deal and return the purchase offer to the board for approval. This piece of land described on the attached documents has been determined to meet the need of the district and all of the negotiations are complete. The land will create the opportunity for the development of the Workforce Development Center.

Need:

To accomplish the goals of the bond and the district, purchase of the land is critical to create the location for the workforce development center.

Fiscal Impact: \$10,890,000.00 budgeted item from bond proceeds.

Recommended Action:

Approval of the agreement and Joint Escrow instructions between Victor Valley Community College District and Carl E. Ross Living Trust effective upon acceptance by the Governing Board of the Victor Valley Community College District. Seller is the owner of approximately 55 acres of vacant real property located on the east side of US 395, south of Main Street, APN 3064-571-01. Fiscal Impact: \$10,890,000.00, budgeted item from bond proceeds.

Legal Review: YES NOT APPLICABLE

Reference for Agenda: YES NO

AGREEMENT FOR PURCHASE AND SALE
OF REAL PROPERTY AND JOINT ESCROW INSTRUCTIONS

THIS AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY AND JOINT ESCROW INSTRUCTIONS ("Agreement") is made this ___ day of ___ 2009 by and between the Victor Valley Community College District, a public body, corporate and politic ("Buyer"), and the Carl E. Ross Living Trust, ("Seller") collectively the "Parties."

RECITALS:

Seller is the owner of approximately 55 acres of vacant real property located in the City of Hesperia, County of San Bernardino, State of California, on the east side of US 395, south of Main Street, which is commonly referred to as a portion of Assessor's Parcel Numbers ("APN") 3064-571-01, as legally described on Exhibit "A" and depicted on Exhibit "B" attached hereto and incorporated herein by this reference ("Property").

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the parties hereto agree as follows:

TERMS AND CONDITIONS

1. PURCHASE AND SALE OF PROPERTY.

Subject to and on the terms and conditions herein set forth, Buyer hereby agrees to purchase from Seller, and Seller agrees to sell, assign and convey to Buyer the Property herein described together with (a) all privileges, rights, easements, appurtenances belonging to the real property, (b) all development rights, air rights, water rights and water stock relating to the real property, and (c) all right, title, and interest of Seller in and to any streets, alleys, passages, other easements, and rights-of-way or appurtenances included in, adjacent to or used in connection with the Property.

1.1 Appraisal Contingency.

For the term described in this Section, this Agreement shall be contingent upon the Property's appraisal being within 5% the Purchase Price set forth in Section 3.2 of this Agreement. Buyer shall be solely responsible for the cost of the appraisal. This "Appraisal Contingency" shall expire seven (7) days following the date of Opening of Escrow. Buyer shall notify Seller in writing of the satisfaction of this Appraisal Contingency within the time set forth herein or the Agreement shall automatically terminate. Should Buyer elect to invoke the Appraisal Contingency within the specified time and terminate Escrow, Buyer shall be entitled to a refund of the Deposit, less Buyer's share of reasonable Escrow fees.

2. OPENING OF ESCROW.

Within five (5) business days after Buyer's receipt of a copy of the fully executed (by both Buyer and Seller) Agreement, the parties shall open an escrow ("Escrow") with the "Escrow Holder" by causing an executed copy of this Agreement to be deposited with Escrow Holder.

Escrow shall be deemed open on the date the executed Agreement is delivered to Escrow Holder ("Opening of Escrow"). The Escrow Holder shall be Lawyers Title Insurance Corporation. The Escrow Officer shall be any reasonable escrow officer that may be assigned.

3. PAYMENT OF PURCHASE PRICE.

3.1 Deposit.

Within ten (10) business days of the Opening of Escrow, Buyer shall make a deposit of Two Hundred Thousand Dollars (\$200,000) ("Deposit") into the Escrow which shall be placed in an interest-bearing account to the Buyer's benefit. Should Buyer terminate this Agreement for any purpose during the Due Diligence Period, Buyer shall be entitled to a refund of the Deposit, less reasonable Escrow fees. However, upon completion of the Due Diligence Period, the Deposit shall become non-refundable such that should Escrow terminate as the result of any Buyer default, the Deposit shall be paid to Seller. Should Seller default in performance of this Agreement, Buyer shall be entitled to a refund of the Deposit including all accrued interest, in its entirety, and Seller shall be responsible for any Escrow fees. Should Escrow close, the Deposit plus all interest shall be applied towards the Purchase Price.

3.2 Amount of Purchase Price.

The purchase price for the Property shall be Ten Million Eight Hundred Ninety Thousand Dollars [(\$10,890,000) "Purchase Price"].

ADDITIONAL FUNDS AND DOCUMENTS REQUIRED FROM BUYER AND SELLER.

3.3 Buyer.

Buyer agrees that on or before 12:00 noon on the date preceding the Closing Date, Buyer will deposit with Escrow Holder all additional funds and/or documents (executed and acknowledged, if appropriate) which are necessary to comply with the terms of this Agreement.

3.4 Seller.

Seller agrees that on or before 12:00 noon on the day preceding the Closing Date, Seller will deposit with Escrow Holder an executed and recordable grant deed ("Grant Deed"), substantially in the form as provided in Exhibit "D", conveying the Property to Buyer, together with such funds and other items and instruments as may be necessary in order for the Escrow Holder to comply with this Agreement. Escrow Holder will cause the Grant Deed to be recorded when (but in no event after the date specified in Section 5.1 below) it can issue the Title Policy in the form described in Article 6 below, and holds for the account of Seller the items described above to be delivered to Seller through Escrow, less costs, expenses and disbursements chargeable to Seller pursuant to the terms hereof.

4. CLOSING DATE; TIME OF ESSENCE.

4.1 Closing Date.

The Parties desire that the Escrow close no later than ten (10) days after the recordation of the Final Map as provided in Section 7.1(j) of this Agreement, within ten (10) days after the fulfillment of the Buyer's financing contingency as provided in Section 7.1(k), or within eight (8) months after the opening of Escrow, whichever is later in time ("Closing Date") unless otherwise extended by mutual written agreement if necessary. The terms "Close of Escrow" and/or "Closing" and/or "Closing Date" are used herein to mean the time that Seller's Grant Deed is filed for recording by the Escrow Holder in the Office of the County Recorder of San Bernardino County, California.

4.2 Possession.

Possession and occupancy shall be delivered to Buyer at 5:00 p.m. on the Closing Date. Seller shall remove any personal property and debris from the Property prior to relinquishing the Property to Buyer. Accordingly, Seller shall be responsible for all costs to remove any debris from the Property that is discovered by Buyer from the date of execution of this Agreement through Buyer's assumption of possession of the Property at the Closing.

4.3 Time of Essence.

Buyer and Seller specifically understand that time is of the essence and Buyer and Seller each specifically agrees to strictly comply and perform its obligations herein in the time and manner specified and waives any and all rights to claim such compliance by mere substantial compliance with the terms of this Agreement.

5. TITLE POLICY.

5.1 Approval of Title.

Promptly following execution of this Agreement, but in no event later than ten (10) days following Opening of Escrow, Seller shall furnish Buyer with a Preliminary Title Report ("PTR") issued through Lawyers Title Insurance Corporation, describing the state of title of the Property, together with copies of all exceptions specified therein and a map plotting all easements specified therein. The Title Officer shall be any reasonable title officer who may be assigned, and/or other appropriate personnel of the Title Company authorized and qualified to provide title services. Buyer shall notify Seller in writing ("Buyer's Title Notice") of Buyer's approval of all matters contained in the Preliminary Title Report or of any objections Buyer may have to title exceptions or other matters ("Disapproved Exceptions") contained in the Preliminary Title Report within thirty (30) days after Buyer's receipt of the Preliminary Title Report. If Buyer fails to deliver Buyer's Title Notice within said thirty (30) day period, Buyer shall be conclusively deemed to have disapproved the Preliminary Title Report and all matters shown therein.

(a) In the event Buyer delivers Buyer's Title Notice or Buyer is deemed to have disapproved of the Preliminary Title Report, Seller shall have a period of ten (10)

days after receipt of Buyer's Title Notice in which to notify Buyer of Seller's election to either (i) agree to attempt to remove the Disapproved Exceptions prior to the Close of Escrow; or (ii) decline to remove any such Disapproved Exceptions ("Seller's Notice"). Seller's failure to deliver Seller's Notice within said ten (10) day period shall be deemed Seller's election to decline to remove the Disapproved Exceptions. If Seller notifies Buyer of its election to decline to remove the Disapproved Exceptions, if Seller is deemed to have elected to decline to remove the Disapproved Exceptions, or if Seller is unable to remove the Disapproved Exceptions, Buyer may elect either to terminate this Agreement and the Escrow or to accept title to the Property subject to the Disapproved Exception(s). Buyer shall exercise such election by delivery of written notice to Seller and Escrow Holder within five (5) days following the earlier of (i) the date of written advice from Seller that such Disapproved Exception(s) cannot be removed; or (ii) the date Seller declines or is deemed to have declined to remove such Disapproved Exception(s).

(b) Upon the issuance of any amendment or supplement to the Preliminary Title Report which adds additional exceptions, the foregoing right of review and approval shall also apply to said amendment or supplement, provided, however, that Buyer's initial period of review and approval or disapproval of any such additional exceptions shall be limited to ten (10) days following receipt of notice of such additional exceptions.

(c) Nothing to the contrary herein withstanding, Buyer shall be deemed to have automatically objected to all deeds of trust, mortgages, judgment liens, estate taxes, federal and state income tax liens, delinquent general and special real property taxes and assessments and similar monetary encumbrances affecting the Property, and Seller shall discharge any such non-permitted title matter of record prior to or concurrently with the Close of Escrow.

5.2 Title Policy.

At the Close of Escrow, the Escrow Holder shall furnish Buyer with an Extended Coverage American Land Title Association ("ALTA") Policy of Title Insurance ("Title Policy") for the Buyer's interest, wherein the Title Company shall insure that title to the Property shall be vested in Buyer, containing no exception to such title which has not been approved or waived by Buyer in accordance with this Section. The Title Policy shall include any available title insurance, extended coverage or endorsements that Buyer has reasonably requested.

6. DUE DILIGENCE.

6.1 Scope of Due Diligence.

Buyer, for a period of ninety (90) days following the opening of Escrow ("Due Diligence Period"), shall have the right to make an analysis of the Property including of such engineering, feasibility studies, soils tests, environmental studies and other investigations as Buyer in its sole discretion may desire, to permit Buyer to determine the suitability of the Property for Buyer's contemplated uses and to conduct such other review and investigation which Buyer deems appropriate to satisfy itself to acquire the Property. Buyer shall further have the right to make an examination of all permits, approvals and governmental regulations which affect the Property,

including zoning and land use issues and conditions imposed upon the Property by governmental agencies.

6.2 Review of Documents.

Within five (5) days of Opening of Escrow, Seller shall make available to Buyer true, correct and complete copies of all contracts which relate to the Property (together with any amendments or modifications thereto), and all reports or other documents in Seller's possession, or required by this Agreement including a Natural Hazard Disclosure Report, respecting the physical condition of or prior uses of the Property, if any, and any other information in Seller's possession or control reasonably requested by Buyer regarding the Property. Seller's failure to provide Buyer with a complete copy of each document required to be delivered to Buyer pursuant to this Section shall automatically toll the Due Diligence Period one day for each day, or partial day, beyond the five (5) days described above that Seller fails to satisfy its obligations set forth in this Section.

6.3 Entry for Investigation.

(a) Subject to the conditions hereafter stated, Seller grants to Buyer, its agents and employees a limited license to enter upon any portion of the Property for the purpose of conducting engineering surveys, soil tests, investigations or other studies reasonably necessary to evaluate the condition of the Property, which studies, surveys, investigations and tests shall be done at Buyer's sole cost and expense.

(b) As a condition to Buyer's entry, inspection or testing, Buyer shall keep the Property free and clear of all materialmen's liens, lis pendens and other liens arising out of the entry and work performed under this Agreement.

6.4 Approval of Due Diligence Matters.

Buyer shall notify Seller in writing ("Buyer's Due Diligence Notice") on or before the Due Diligence Date of Buyer's approval or disapproval of the condition of the Property and Buyer's investigations with respect thereto (excluding title matters which are to be approved or disapproved pursuant to Section 6.1 above), which approval may be withheld in Buyer's sole and absolute discretion. Buyer's failure to deliver Buyer's Due Diligence Notice on or before the Due Diligence Date shall be conclusively deemed Buyer's disapproval thereof. Buyer's disapproval or deemed disapproval of said matters shall automatically terminate this Agreement.

7. CONDITIONS PRECEDENT TO CLOSE OF ESCROW.

7.1 Conditions to Buyer's Obligations.

The obligations of Buyer under this Agreement shall be subject to the satisfaction or written waiver, in whole or in part, by Buyer of each of the following conditions precedent:

(a) Title Company will issue the ALTA Title Policy as required by Section 6 of this Agreement insuring title to the Property vested in Buyer.

(b) Buyer has approved in writing the condition to title of the Property on or before the date provided in Section 6.1 above.

(c) Buyer has approved in writing all Due Diligence matters on or before the Due Diligence Date.

(d) The Appraisal Contingency period, as described in Section 1.1, has expired.

(e) Escrow Holder holds and will deliver to Buyer the instruments and funds, if any, accruing to Buyer pursuant to this Agreement.

(f) Seller has deposited an executed Grant Deed into Escrow.

(g) Seller has deposited into Escrow a completed Seller Disclosure Form, attached hereto as Exhibit "C."

(h) Seller has removed all debris from the Property to the satisfaction of Buyer.

(i) Seller has retired all existing financing on Property prior to the Closing Date.

(j) Seller shall have received approval of and recorded a "Subdivision Map" subject to the Subdivision Map Act (California Government Code §§66410 et Seq.) and any local agency requirements, for the subdivision of the Property as described in further detail on the Attached Exhibit "E" which is incorporated herein by this reference.

(k) Buyer's obligation to close the purchase of the premises is expressly conditioned upon its obtaining financing for the purchase of the premises upon the following terms and conditions:

(1) The total amount to be financed shall be no more than Ten Million Six Hundred Ninety Thousand Dollars (\$10,690,000).

(2) Said financing shall be obtained through the sale of a portion of the general obligation bonds passed by election on November 4, 2008 ("Measure JJ").

Within 180 days after the opening of Escrow, Buyer shall deliver notice to Seller of its ability to obtain financing. If said financing cannot be obtained within the time set forth above, then this Agreement shall be rendered null and void and all sums paid or deposited by Buyer shall be returned to Buyer. The contingency period set forth above may not be extended except by express written consent of the Seller

Buyer agrees to use its best efforts to obtain such financing.

(l) As of the Closing, Seller shall have performed each and all of the obligations to be performed by Seller under this Agreement prior to the Closing. Buyer shall give to Seller written notice of any default by Seller under this Agreement within five (5) days of Buyer's receipt of knowledge of any such default. The failure of Buyer to give written notice to Seller of a known default shall be deemed to be a waiver by Buyer of any claimed default by Seller.

7.2 Conditions to Seller's Obligations.

The obligations of Seller under this Agreement shall be subject to the satisfaction or written waiver, in whole or in part, by Seller of the following condition precedent:

(a) Escrow Holder holds and will deliver to Seller the instruments and funds accruing to Seller pursuant to this Agreement.

(b) Buyer has timely performed all terms and obligations under this Agreement and is not in default under this Agreement at the date of Close of Escrow. Seller shall give to Buyer written notice of any default by Buyer under this Agreement within five (5) days of Seller's receipt of knowledge of any such default. The failure of Seller to give written notice to Buyer of a known default shall be deemed to be a waiver by Seller of any claimed default by Buyer.

8. REPRESENTATIONS AND WARRANTIES.

8.1 Representations and Warranties.

Seller hereby makes the following representations and warranties to Buyer, each of which is true in all respects as of the date hereof and shall be true in all respects on the date of Close of Escrow on the Property:

(a) Seller has received no notice and/or has no knowledge that any governmental authority or any employee or agent thereof considers the present or proposed operation, use or ownership of the Property to violate or have violated any ordinance, rule, law, regulation or order of any government or agency, body or subdivision thereof, or that any investigation has been commenced or is contemplated respecting such possible violations.

(b) There are no pending or threatened allegations, lawsuits or claims which would affect the Property.

(c) There are no natural or environmental hazards or endangered species located on or adjacent to the Property that would limit its marketability, merchantability, or suitability for development or impede its use in any way. Seller shall disclose, no later than ten (10) days following Opening of Escrow if Property is located in a Special Flood Hazard Area; Potential Flooding (Inundation) Area; Very High Fire Hazard Zone; State Fire Responsibility Area; Earthquake Fault Zone; Seismic Hazard Zone; and disclose any other zone as required by Law (any law, code, statute, ordinance, regulation, rule or order, which is adopted by a controlling city, county, state, federal, legislative, judicial, or executive body or agency).

(d) To the best of Seller's knowledge, the Property is not in violation of any federal, state or local law, ordinance or regulation relating to industrial hygiene or to the environmental conditions on, adjacent, under or about the Property including, but not limited to, soil and ground water conditions. Seller has received no written notice from any third parties, prior owners of the Property, or any federal, state or local governmental agency indicating that any hazardous waste remedial or clean-up work will be required on the Property. To the best of Seller's knowledge, there are no environmental, health or safety hazards on, adjacent, under or about the Property, including but not limited to soil and groundwater conditions. Neither Seller, nor to the best of Seller's knowledge any third party (including but not limited to Seller's predecessors in title to the Property), has used or installed any underground tank, or used, generated, manufactured, treated, stored, placed, deposited or disposed of on, under or about the Property or transported to or from the Property any flammable explosives, radioactive materials, hazardous wastes, toxic substances or related materials ("Hazardous Materials," which for the purpose of this Agreement shall include, but shall not be limited to, substances defined as "hazardous substances, hazardous materials or toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 USC Section 9601, et seq.; the Hazardous Materials Transportation Act, 49 USC Section 1801, et seq.; the Resource Conservation and Recovery Act, 42 USC Section 6901, et seq.; those substances defined as "hazardous wastes" in Section 25117 of the California Health & Safety Code or as "hazardous substances" in Section 25316 of the California Health & Safety Code; and those chemicals known to cause cancer or reproductive toxicity, as published pursuant to the Safe Drinking Water and Toxic Enforcement Act of 1986, Section 25249.5, et seq., of the California Health & Safety Code; and in the regulations adopted and publications promulgated pursuant to each of the aforesaid laws).

(e) There are no contracts, leases, claims or rights affecting the development on use of Property and no agreements entered into by or under Seller that shall survive the Close of Escrow that would adversely affect Buyer's rights with respect to the Property except as heretofore disclosed in writing by Seller to Buyer.

(f) There are no easements or encroachments that may affect the development or use of the Property.

(g) Seller has received no written notice from any third parties, prior owners of the Property, or any federal, state or local governmental agency, indicating that any hazardous waste remedial or clean-up work will be required on the Property.

(h) Seller has completed and submitted, to Escrow the Seller Disclosure Form, attached hereto as Exhibit "C," and Seller has no additional information in response thereto that has not been provided by Buyer. Seller shall submit a copy of the executed Seller Disclosure Statement to both Buyer and Escrow within five (5) days of opening Escrow.

(i) Until the Closing, Seller shall not do anything which would impair Seller's title to any of the Property.

(j) Seller is not a foreign person as defined in Internal Revenue Code Section 1445(f)(3).

(k) Until the Closing, if Seller learns of any fact or condition which would cause any of the warranties and representations in this Section not to be true as of the Closing, Seller shall immediately give written notice of such fact or condition to Buyer.

(l) Seller has the unimpeded power and authority to execute, deliver and perform Seller's obligations under this Agreement and the documents executed and delivered by Seller pursuant hereto.

9. ESCROW PROVISIONS.

9.1 Escrow Instructions.

This Agreement, when signed by Buyer and Seller, shall also constitute Escrow instructions to Escrow Holder. If required by Escrow Holder, Buyer and Seller agree to execute Escrow Holder's standard escrow instructions, provided that the same are consistent with and do not conflict with the provisions of this Agreement. In the event of any such conflict, the provisions of this Agreement shall prevail.

9.2 General Escrow Provisions.

Escrow Holder shall deliver the Title Policy to the Buyer and instruct the San Bernardino County Recorder to mail the Grant Deed to Buyer at the address set forth in Section 12.4 after recordation. All funds received in this Escrow shall be deposited in one or more general escrow accounts of the Escrow Holder with any bank doing business in San Bernardino County, California, and may be disbursed to any other general escrow account or accounts. All disbursements shall be made by Escrow Holder's check or by wire transfer if requested by the Seller. This Agreement and any modifications, amendments, or supplements thereto may be executed in counterparts and shall be valid and binding as if all of the parties' signatures were on one document.

9.3 Proration of Real Property Taxes.

All non-delinquent general and special real property taxes shall be prorated to the Close of Escrow on the basis of a thirty (30) day month and a three hundred sixty (360) day year.

9.4 Payment of Costs.

Seller shall pay documentary transfer taxes, the premium charges for the ALTA Title Policy, the cost for preparation of a natural hazard zone disclosure report and the cost to record the Grant Deed, if any, and one-half of the Escrow fees. Seller shall also pay any fees and costs charged by any lender or other entity to obtain reconveyances or otherwise put title in the condition described in Section 6. Buyer shall pay one-half (1/2) of the Escrow fees and any non-standard coverage or endorsements requested by Buyer. All other costs of Escrow not otherwise specifically allocated by this Agreement shall be apportioned between the parties in a manner consistent with the custom and usage of Escrow Holder.

9.5 Termination and Cancellation of Escrow.

Time is of the essence in this Agreement. If Escrow fails to close as provided above, Escrow shall terminate automatically without further action by Escrow Holder or any party, and Escrow Holder is instructed to return all funds and documents then in Escrow to the respective depositor of the same with Escrow Holder. Cancellation of Escrow, as provided herein, shall be without prejudice to whatever legal rights Buyer or Seller may have against each other arising from the Escrow or this Agreement.

9.6 Information Report.

Escrow Holder shall file and Buyer and Seller agree to cooperate with Escrow Holder and with each other in completing any report ("Information Report") and/or other information required to be delivered to the Internal Revenue Service pursuant to Internal Revenue Code Section 6045(e) regarding the real estate sales transaction contemplated by this Agreement, including without limitation, Internal Revenue Service Form 1099-B as such may be hereinafter modified or amended by the Internal Revenue Service, or as may be required pursuant to any regulation now or hereinafter promulgated by the Treasury Department with respect thereto. Buyer and Seller also agree that Buyer and Seller, their respective employees and attorneys, and Escrow Holder and its employees, may disclose to the Internal Revenue Service, whether pursuant to such Information Report or otherwise, any information regarding this Agreement or the transactions contemplated herein as such party reasonably deems to be required to be disclosed to the Internal Revenue Service by such party pursuant to Internal Revenue Code Section 6045(e). The parties further agree that neither Buyer nor Seller shall seek to hold the other party liable for the disclosure to the Internal Revenue Service of any such information.

10. BROKERAGE COMMISSIONS.

Seller agrees to pay brokerage commission to Mimi Song Realty Group, Inc. an amount equal to two (2.0%) percent of the Purchase Price through escrow at closing. Buyer and Seller each agree to indemnify and hold the other party harmless from and against all liabilities, costs, damages and expenses, including, without limitation, attorneys' fees, resulting from any claims or fees or commissions, based upon agreements by it, if any, to pay a broker's commission and/or finder's fee to any party other than Mimi Song Realty Group, Inc.

11. RISK OF PHYSICAL LOSS.

Risk of physical loss to the Property shall be borne by Seller prior to the Close of Escrow and by Buyer thereafter. In the event that the Property shall be damaged by fire, flood, earthquake or other casualty, Buyer shall have the option to terminate this Agreement, provided notice of such termination is delivered to Seller within thirty (30) days following the date Buyer learns of the occurrence of such casualty. If Buyer fails to terminate this Agreement pursuant to the foregoing sentence within said thirty (30) day period, Buyer shall complete the acquisition of the Property, in which case Seller shall assign to Buyer the interest of Seller in all insurance proceeds relating to such damage. Seller shall consult with Buyer regarding any proposed settlement with the insurer and Buyer shall have the reasonable right of approval thereof. Seller shall hold such proceeds until the Close of Escrow. In the event this Agreement is terminated for any reason, Buyer shall have no right to any insurance proceeds.

12. MISCELLANEOUS.

12.1 No Conflict of Interest.

No officer or employee of the Seller shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which effects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. Buyer warrants that it has not paid or given and will not pay or give any third party, other than Buyer's real estate broker, if any, any money or other consideration for obtaining this Agreement.

12.2 Assignment and Vesting.

Buyer shall have the right to assign this Agreement or any interest or right hereunder or under the Escrow without the prior written consent of the Seller. Buyer shall also have the right to have title vested at Close of Escrow in the name of a designee ("Buyer's Designee"). Buyer shall provide written notice to Escrow Holder and Seller of any assignment or election to vest title in Buyer's Designee in sufficient time to assure the proper designation of Buyer's Designee as the Vestee on the Grant Deed and all other Escrow Documents and so as to not delay Close of Escrow. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of Buyer and Seller and their respective heirs, personal representatives, successors and assigns.

12.3 Attorneys' Fees.

In any action between the parties hereto seeking enforcement of any of the terms and provisions of this Agreement or the Escrow, or in connection with the Property, the prevailing party in such action shall be entitled to have and to recover from the other party its reasonable attorneys' fees and other reasonable expenses in connection with such action or proceeding, in addition to its recoverable court costs.

12.4 Notices.

Any notice which either party may desire to give to the other party or to the Escrow Holder must be in writing and may be given by personal delivery, facsimile or by mailing the same by U.S. mail to the party to whom the notice is directed at the address of such party hereinafter set forth, or such other address and to such other persons as the parties may hereafter designate:

To Seller: Carl Ross
7850 Dean Martin Drive, Suite 502
Las Vegas, NV 93139
Fax: _____

Copy to:

To Buyer: Dr. Robert Silverman
18422 Bear Valley Road
Victorville, CA 92395
Fax: (760) 245-9019_____

Copy To: Stutz Artiano Shinoff and Holtz, APC
Attn: Jeff Morris
2488 Historic Decatur Road, Suite 200
San Diego CA 92106
Fax: (619) 232-3264

12.5 Interpretation; Governing Law.

This Agreement shall be construed according to its fair meaning and as if prepared by both parties hereto. This Agreement shall be construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement. Titles and captions are for convenience only and shall not constitute a portion of this Agreement. As used in this Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others wherever and whenever the context so dictates.

12.6 No Waiver.

No delay or omission by either party hereto in exercising any right or power accruing upon the compliance or failure of performance by the other party hereto under the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either party hereto of a breach of any of the covenants, conditions or agreements hereof to be performed by the other party shall not be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions or conditions hereof.

12.7 Modifications.

Any alteration, change or modification of or to this Agreement, in order to become effective, shall be made by written instrument or endorsement thereon and in each such instance executed on behalf of each party hereto.

12.8 Severability.

If any term, provision, condition or covenant of this Agreement or the application thereof to any party or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this instrument, or the application of such term, provisions, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

12.9 Merger of Prior Agreements and Understandings.

This Agreement and other documents incorporated herein by reference contain the entire understanding between the parties relating to the transaction contemplated hereby and all prior to contemporaneous agreements, understandings, representations and statements, oral or written, are merged herein and shall be of no further force or effect.

12.10 No Withholding Because Non-Foreign Seller.

Seller represents and warrants to Buyer that Seller is not, and as of the Close of Escrow will not be, a foreign person within the meaning of Internal Revenue Code section 1445 or an out-of-state seller under California Revenue and Tax Code section 18805 and that it will deliver to Buyer on or before the Close of Escrow (i) a non-foreign affidavit on Escrow Holder's standard form pursuant to Internal Revenue Code section 1445(b)(2) and the Regulations promulgated thereunder and (ii) a California Form 590-RE.

12.11 Execution in Counterparts.

This Agreement may be executed in several counterparts, and all so executed shall constitute one agreement binding on all parties hereto, notwithstanding that all parties are not signatories to the original or the same counterpart.

12.12 District Board Approval Required

This Agreement is not effective until executed by the Seller, approved by the Victor Valley Community District Board of Trustees and executed as directed by the Board (the "Effective Date").

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for Purchase and Sale of Real Property and Escrow Instructions as of the date set forth above.

"BUYER"

By: _____
Its: _____

ATTEST:

Secretary

APPROVED AS TO FORM:

Counsel

"SELLER"

By: _____
Its: _____

By: _____
Its: _____

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

EXHIBIT "B"

MAP OF THE PROPERTY

EXHIBIT "C"

SELLER DISCLOSURE FORM

1. Documents Regarding the Property. Does the Seller have in its possession any documents concerning the Property's physical condition or suitability for development including environmental assessments, studies, etc.? Yes No
2. Seller's Knowledge Regarding Title. Does the Seller have actual or constructive knowledge of any easements, licenses or other encumbrances (including monetary) affecting the Property that were not disclosed in the Preliminary Title Report? Yes No
3. Pending or Existing Litigation. Does the Seller have actual or constructive knowledge of any pending or existing litigation affecting the Property? Yes No
4. Hazardous Materials. Does Seller have any actual knowledge that any "Hazardous Materials" (including but not limited to chemicals, toxins, contaminants, underground storage tanks, etc. as defined in the attached Agreement) have been released in, under or on, or are being stored on the Property? Yes No
5. Knowledge of Violations. Does the Seller have any actual or constructive knowledge of any violations of, or notices concerning defects or noncompliance with, any applicable code, statute or judicial order affecting the Property? Yes No
6. Leases. Does Seller know of any leases that affect the Property? Yes No
7. Debris. Does Seller have actual or constructive knowledge of any buried debris, unsuitable soil, garbage, construction materials or other debris on, under or within the Property? Yes No
8. "Clouds on Title." Does Seller have actual or constructive knowledge of any other issues that would prohibit conveyance of marketable title of the Property to the Buyer? Yes No

IF SELLER ANSWERED "YES" TO ANY OF THE ABOVE QUESTIONS, SELLER AGREES TO PROVIDE BUYER WITH A DETAILED WRITTEN EXPLANATION (AND ANY RELATED LEASES, DATA OR DOCUMENTS) FOR SUCH ANSWER WITHIN SEVEN (7) DAYS AFTER ACCEPTANCE OF THE OFFER TO ACQUIRE THE PROPERTY. SELLER REPRESENTS AND WARRANTS THAT THE INFORMATION SET FORTH IN THIS EXHIBIT AND ANY SUBSEQUENT WRITTEN EXPLANATION (REFERENCED ABOVE) IS TRUE AT THE TIME GIVEN, AND AT CLOSE OF ESCROW. ("ACTUAL KNOWLEDGE" MEANS THE KNOWLEDGE OF SELLER WITHOUT ANY

DUTY OF INVESTIGATION.) ("CONSTRUCTIVE NOTICE" MEANS THE KNOWLEDGE OF SELLER GIVEN BY PUBLIC RECORDS OR BY POSSESSION.") ACCORDINGLY, SHOULD SELLER BECOME AWARE OF ADDITIONAL INFORMATION WHICH WOULD BE RESPONSIVE TO ANY OF THESE QUESTIONS AFTER THIS COMPLETED FORM HAS BEEN TENDERED TO BUYER, SELLER SHALL PROMPTLY FORWARD SUCH INFORMATION TO BUYER.

Name:
Title:
Date:

Name:
Title:
Date:

APN
Seller:

EXHIBIT "D"

GRANT DEED

FREE RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

(Space Above This Line for Recorder's Office Use Only)
(Exempt from Recording Fee per Gov. Code § 6103)

GRANT DEED

FOR A VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, XXXXXX, (collectively, "Grantor"), hereby grants to the XXXXXX ("Grantee"), the real property, hereinafter referred to as the "Property," in the City of Hesperia, County of San Bernardino, State of California, as more particularly described in Attachment "I" attached hereto and incorporated herein by this reference.

IN WITNESS WHEREOF, Grantor and Grantee have caused this instrument to be executed on their behalf by their respective officers or agents hereunto as of the date first above written.

"GRANTOR":

Date: _____

By: _____
Its: _____

By: _____
Its: _____

EXHIBIT "E"

SUBDIVISION OF THE PROPERTY

Attachment "1"

Legal Description of the Property

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

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

TOPIC: Approval of bond expenditure for purchase of Land Acquisition Evaluation Studies and Documents.

SUBMITTED BY: ROBERT SILVERMAN

RECOMMENDED BY: ROBERT SILVERMAN _____

APPROVED BY: Robert Silverman  _____

Description/Background:

The district is required to perform due diligence research in order to purchase property under consideration for the site of the Workforce Development Center (aka west side center) at Main Street & Hwy. 395 in Hesperia. The following documents were acquired by the Victor Valley College Foundation and will assist the district in expediting the research process:

- o Biological Constraints Analysis
- o Phase I Environmental Site Assessment
- o Cultural Resources Survey
- o Geotechnical Investigation
- o Buyer's Copy of Property Identification

The Victor Valley College Foundation has offered to sell these documents / studies to the college. The district's consultant, Jim Lents, has reviewed these documents and has verified their value to the district is consistent with the proposed purchase amount.

Need: Required for planned land acquisition.

Fiscal Impact: \$25,500 from Measure JJ general obligation bond funds

Recommended Action:

It is recommended the Board of Trustees approve the expenditure as proposed.

Legal Review: YES X NOT APPLICABLE ___

Reference for Agenda: YES X NO ___



VICTOR VALLEY COLLEGE DISTRICT FOUNDATION, Inc.

INVOICE

Invoice Number: VVC
Date: 1/22/2009

Robert Silverman
Victor Valley College
18422 Bear Valley Road
Victorville, CA 92395

Date	Item Description	Amount
1/22/2009	Property Evaluation Documents	
	Biological Constraints	\$ 3,500.00
	Phase I Environmental Site Assessment	\$ 2,500.00
	Cultural Resources Survey	\$ 3,500.00
	Geotechnical Investigation	\$15,000.00
	Buyer's Copy of Property ID	\$ 1,000.00
	TOTAL	\$25,500.00

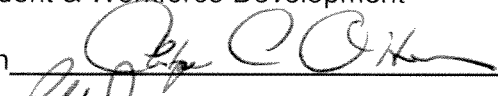
Thank you for your support of the Victor Valley College Foundation.

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

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

TOPIC: TUTOR – SALARY SCHEDULE

SUBMITTED BY: Jeffrey Holmes, Student & Workforce Development

RECOMMENDED BY: Christopher O'Hearn 

APPROVED BY: Robert Silverman 

Description/Background:

The District desires to eliminate the tutoring levels and go to the flat rate of minimum wage for tutors who are student workers. The Board of Trustees previously approved the student tutor schedule on December 12, 2000 (per board item, effective August 1st, year of minimum wage increase – Level II minimum wage + \$1.00; Level III minimum + \$2.00; Level IV minimum + \$4.00).

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

Need:

This will allow for more effective use of District resources.

Fiscal Impact: None

Recommended Action:

It is recommended by the Superintendent/President that the Board of Trustees eliminate the tutoring levels and go to the flat rate of minimum wage for tutors who are student workers. The Board of Trustees previously approved the student tutor schedule on December 12, 2000 (per board item, effective August 1st, year of minimum wage increase – Level II minimum wage + \$1.00; Level III minimum + \$2.00; Level IV minimum + \$4.00).

Legal Review: YES ___ NOT APPLICABLE X ___


Reference for Agenda: YES Y _NO_ X _


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

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

TOPIC: FOUNDATION DONATIONS

SUBMITTED BY: Victor Valley College Foundation

RECOMMENDED BY: G.H. Javaheripour 

APPROVED BY: Robert Silverman 

Description/Background:

The Victor Valley College Foundation has made expenditures from cash donations to specific funds and scholarships as listed for Victor Valley College (\$99,625.90 in-kind cash donations, \$15,390.44 in scholarships) for a total amount of \$115,016.34. In addition the Foundation has also received property donations as listed. These donations are for the period ending December 2008.

Need: N/A

Fiscal Impact: N/A

Recommended Action:

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

Legal Review: YES ___ NOT APPLICABLE X ___

Reference for Agenda: YES X NO ___

WVC FOUNDATION SUPPORT TO VVC
Expenditures Made From Cash Donations
December, 2008


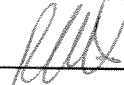
Project Description	Post date	Trans. Amount	Account Description	Reference
Agriculture (Mojave Sustainability Project)	12/5/08	\$ 83.69	Hospitality	Reimbursement for Water Workshops
Agriculture (Mojave Sustainability Project)	12/5/08	\$ 697.61	Equipment / Supplies	Reimbursement for Water Workshops
Agriculture (Mojave Sustainability Project)	12/5/08	\$ 290.00	Education & Training	Reimbursement for West Coast Green Conference
Agriculture (Mojave Sustainability Project)	12/5/08	\$ 701.22	Travel	Reimbursement for West Coast Green Conference
Agriculture (Mojave Sustainability Project)	12/5/08	\$ 17.14	Meals	Reimbursement for West Coast Green Conference
Agriculture Total:		\$ 1,789.66		
Athletics-General	12/3/08	\$ 2,250.00	Outside Labor	Equipment and Field Care
Baseball Fund	12/9/08	\$ 400.00	Equipment / Supplies	Baseball Equipment
Baseball Fund	12/9/08	\$ 400.00	Outside Labor	Baseball Coaching Duties for Fall
Baseball Fund	12/11/08	\$ 100.00	Outside Labor	Baseball Coaching Duties for Fall
Soccer	12/5/08	\$ 400.00	Outside Labor	Assistant Coaching Duties
Soccer	12/5/08	\$ 400.00	Outside Labor	Assistant Coaching Duties
Soccer	12/5/08	\$ 400.00	Outside Labor	Assistant Coaching Duties
Soccer	12/5/08	\$ 400.00	Outside Labor	Assistant Coaching Duties
Soccer	12/9/08	\$ 59.21	Equipment / Supplies	Soccer Goalie Gloves
Softball Fund	12/5/08	\$ 100.00	Dues & Subscriptions	Membership for Softball Coach
Women's Basketball	12/19/08	\$ 120.14	Printing	Envelopes for Basketball Fundraiser
Women's Basketball	12/16/08	\$ 215.50	Awards & Recognition	Banner for Women's Basketball
Athletics Total:		\$ 5,244.85		
Dr. Prem Reddy Fund	12/16/08	\$ 7,926.39	Travel	Dr. Prem Reddy Grant Expenses
Dr. Prem Reddy Fund	12/5/08	\$ 5,024.50	Salaries & Wages	Prem Reddy Grant 4th Quarter Expenses
Dr. Prem Reddy Fund	12/5/08	\$ 35,443.03	Equipment / Supplies	Prem Reddy Grant 4th Quarter Expenses
Dr. Prem Reddy Fund	12/5/08	\$ 6,741.59	Travel	Prem Reddy Grant 4th Quarter Expenses
Dr. Prem Reddy Fund	12/16/08	\$ 4,286.44	Salaries & Wages	Dr. Prem Reddy Grant Expenses
Dr. Prem Reddy Fund	12/16/08	\$ 16,234.17	Equipment / Supplies	Dr. Prem Reddy Grant Expenses
Dr. Prem Reddy Fund Total:		\$ 75,656.12		
Fall - Even Nursing Class	12/19/08	\$ 155.12	Equipment / Supplies	Reimbursement for Graduation Ties
Fall - Even Nursing Class	12/19/08	\$ 165.82	Facilities & Decorations	Flowers for Nursing Graduation
Fall - Even Nursing Class	12/5/08	\$ 299.93	Equipment / Supplies	Candles for Nursing Graduation
Fall - Even Nursing Class	12/8/08	\$ 577.50	Facilities & Decorations	Nursing Graduation Ceremony
Fall - Even Nursing Class	12/5/08	\$ 26.94	Awards & Recognition	Reimbursement for Nursing Stole
Fall - Even Nursing Class	12/5/08	\$ 1,454.63	Awards & Recognition	Nusing Stoles

VVC FOUNDATION SUPPORT TO VVC
Expenditures Made From Cash Donations
December, 2008

Project Description	Post date	Trans. Amount	Account Description	Reference
Fall - Even Nursing Class	12/16/08	\$ 107.75	Awards & Recognition	Nursing Plaques
CNSA of VVC	12/4/08	\$ 460.63	Catering	CNSA Welcome Lunch
CNSA of VVC	12/16/08	\$ 400.00	Travel	Reimbursement for CNSA Conference
Nursing General	12/16/08	\$ 121.97	Awards & Recognition	Reimbursement for Dr. Silverman Plaques
Nursing General	12/5/08	\$ 81.00	Meals	Health Sciences and Public Safety Meeting
Nursing Total:		\$ 3,851.29		
Friends of the Library	12/16/08	\$ 32.32	Postage	Reimbursement for Friends of the Library
Friends of the Library	12/16/08	\$ 71.70	Office Equipment	Reimbursement for Friends of the Library
Friends of the Library Total:		\$104.02		
General Scholarship Clearing Fund	12/10/08	\$ 10,518.32	Scholarships	Scholarships Received thru 12/10/08
General Scholarship Clearing Fund	12/16/08	\$ 4,872.12	Scholarships	Scholarships Received thru 12/15/08
Scholarships Total:		\$15,390.44		
Model United Nations Club	12/5/08	\$ 1,566.00	Travel	Travel for 2008 NMUN-DC
MUN Total:		\$ 1,566.00		
Music	12/4/08	\$ 250.00	Outside Labor	To Pay for Belgian Composer Jan Van Der Roost
Music	12/4/08	\$ 1,500.00	Outside Labor	To Pay for Belgian Composer Jan Van Der Roost
Music	12/4/08	\$ 791.00	Outside Labor	To Pay for Belgian Composer Jan Van Der Roost
Music Total:		\$ 2,541.00		
Paramedic Academy	12/9/08	\$ 270.00	Outside Labor	Paramedic Academy Graduation
Paramedic Academy	12/11/08	\$ 297.50	Facilities & Decorations	Paramedic Graduation
Paramedic Academy	12/16/08	\$ 231.66	Awards & Recognition	Award Plaque for Paramedic Graduation
Paramedic Academy	12/19/08	\$ 215.50	Awards & Recognition	Paramedic Plaques
Paramedic Academy	12/16/08	\$ 150.00	Outside Labor	NREMT Exam Proctor
Paramedic Academy	12/16/08	\$ 150.00	Outside Labor	NREMT Exam Proctor
Paramedic Academy	12/16/08	\$ 150.00	Outside Labor	NREMT Exam Proctor
Paramedic Academy	12/16/08	\$ 150.00	Outside Labor	NREMT Exam Proctor
Paramedic Academy	12/16/08	\$ 150.00	Outside Labor	NREMT Exam Proctor
Paramedic Academy	12/16/08	\$ 150.00	Outside Labor	NREMT Exam Proctor
Paramedic Academy	12/16/08	\$ 150.00	Outside Labor	NREMT Exam Proctor
Paramedic Academy	12/16/08	\$ 150.00	Outside Labor	NREMT Exam Proctor

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

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

TOPIC: AGREEMENT - GKKWORKS
SUBMITTED BY: Steve Garcia, Facilities Construction
RECOMMENDED BY: GH Javaheripour, Vice President 
APPROVED BY: Robert Silverman 

Description/Background:

The District wishes to enter into an agreement with gkkWorks to provide program management and planning services in connection with Measure JJ Projects, these services may include but not be limited to the planning and management of:

- Public Safety Training Center (Eastside Center)
- Workforce Development Center (Westside Center)
- Campus Refurbishment (VVC Main Campus)
- District 5-Year Plan and Space Inventory Reporting
- District Master Plan

The length of this contract is contingent on the sale of general obligation bonds associated with Measure JJ.

Need:

Bond Measure JJ provides funding in the amount of \$297,500,000.00 to the District to construct an Eastside Center, a Westside Center, update main campus facilities, and pay off Certificates of Participation. In order to gain the maximum benefit from the design-build contracts, the District staff must be counseled regarding design, infrastructure, regulatory requirements, and related issues to construction of these facilities. GkkWorks has been selected to support the Victor Valley College staff, administration, and Board of Trustees through providing program management services as specified in the contract.

Fiscal Impact: Compensation to gkkWorks for project management services as defined in contract shall not exceed a total aggregate of five percent (5%) of total project costs related to Measure JJ, paid for services rendered monthly, and based on bond amount less Certificate of Participation and land costs. - Locally Bond Funded.

Recommended Action: It is recommended that the board of trustees approve the agreement with gkkWorks for Program Management services at a rate not to exceed a total aggregate of five percent (5%) of total project costs related to Measure JJ.

Legal Review: YES X NOT APPLICABLE ___

Reference for Agenda: YES X NO ___

AGREEMENT FOR PROGRAM MANAGEMENT SERVICES

This Agreement for Program Management Services is entered into this ____ day of _____, 2009 by and between **Victor Valley Community College District** ("District") and **gkkworks**, a California Corporation with its principal place of business located 2355 Main Street, Suite 220, Irvine, California ("Program Manager") (collectively "the Parties.") This Agreement is made and entered into with reference to the following recitals, each of which are incorporated into and made a part of this Agreement.

RECITALS

WHEREAS, Measure JJ was enacted in the November 4, 2008, election by the voters within the jurisdictional boundary of the District.

WHEREAS, pursuant to Measure JJ, the District is authorized to issue general obligation bonds totaling Two Hundred Ninety Seven Million Five Hundred Thousand Dollars (\$297,500,000) for the design, construction, modernization, maintenance and repair of existing District facilities, and/or to fund design and construction of new District facilities, ("the Measure JJ Projects").

WHEREAS, in addition to the Measure JJ Projects, the District anticipates receipt of funding from the State of California for the costs, in whole or in part, for the design, construction, modernization or maintenance of existing District facilities, or portions thereof, and/or for design and construction of capital outlay improvements ("State Funded Projects"); the State Funded Projects and the Measure JJ Projects are collectively referred to herein as "the Projects" or "the Building Program."

WHEREAS, to complete design, bidding and construction of the Projects, the District intends to utilize funding from Measure JJ Bond proceeds and annual State of California appropriations.

WHEREAS, in accordance with California law, the District has established and appointed a Citizens Oversight Committee ("the COS") in connection with Measure JJ.

WHEREAS, in or about December, 2008, the District issued a Request for Proposals pursuant to which proposals were sought from program management firms for the services set forth in this Agreement ("the RFP").

WHEREAS, the Program Manager submitted a response dated January 5, 2009, to the RFP ("the RFP Response").

WHEREAS, in connection with the Projects, the District desires to retain the Program Manager to provide management and planning services in connection with implementation of the Building Program, as more particularly set forth in this Agreement.

WHEREAS, Program Manager is engaged in the business of providing building program management services; the Program Manager is duly qualified and capable of providing and performing the Basic Services set forth in this Agreement, including without limitation its personnel, or any Sub-Consultant to Program Manager and Additional Services authorized by the District under this Agreement.

WHEREAS, the District may retain architects ("the Architect") and/or other consultants ("Professional Consultants") to assist or provide services relating to the planning and implementation of the Building Program including without limitation, the District's retention of one or more construction

management consultants to provide construction management services during design, bidding and construction of certain Projects, as designated by the District.

WHEREAS, the Program Manager's staff is adequate in number and its current workload will permit timely completion of the Basic Services and other obligations for the Program in accordance with the terms of this Agreement.

WHEREAS, the District desires to retain Program Manager to provide and perform the services as more particularly described in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and adequacy of which is acknowledged by the Parties, the Parties agree as follows:

ARTICLE 1. BASIC SERVICES

1.1. General.

- 1.1.1. Performance of Basic Services. The Program Manager shall perform the Basic Services with its own employed personnel, except for Basic Services performed by Sub-Consultants to the Program Manager who are approved in advance by the District.
- 1.1.2. Program Manager Standard of Care. Program Manager shall provide the Basic Services and authorized Additional Services using its best professional skill and judgment, acting with due care and in accordance with professional standards of care, the terms hereof and the law. The Program Manager's services hereunder shall be provided and completed promptly and in such a manner as to avoid hindrance, interruption or delay to the orderly progress and timely implementation of the Projects.
- 1.1.3. Other Project Participants. Program Manager's services hereunder shall be provided in conjunction with contracts between the District and: (a) the Architect; and (b) the Professional Consultants. The Architect and the Professional Consultants shall perform their duties in accordance with their respective contracts with the District. Except as expressly set forth herein, neither this Agreement, nor the Program Manager's Basic Services hereunder shall be deemed the Program Manager's assumption of responsibility for the adequacy or sufficiency of the services provided by the Architect or the Professional Consultants relating to the Projects. The foregoing notwithstanding, the Program Manager's responsibilities under this Agreement shall include the coordination and general oversight of the performance of services by the Architect and Professional Consultants relating to the Projects in accordance with the terms of their respective contracts with the District relating to the Projects.
- 1.1.4. Meetings and Conferences. The Program Manager shall attend and participate in meetings, conferences, forums and other assemblies (collectively "Meetings") with the Architect, Professional Consultants, the District, District Staff, Student/Staff Committee(s)/Council(s), community organizations, the COC and/or the District's Board of Trustees relating to Measure JJ, the Projects and/or as otherwise necessary to discharge the Program Manager's obligations hereunder. The Program Manager acknowledges and agrees that: (i) a material obligation of the Program Manager in connection with the Basic Services under this Agreement is its attendance and participation in Meetings relating to Measure JJ and/or the Projects; and (ii) although the Meetings are not specifically enumerated in this Agreement, the Program Manager's

attendance and participation in Meetings is part of the Program Manager's Basic Services and shall not be deemed Additional Services or otherwise give rise to additional compensation.

- 1.2. Review of District Provided Information. The Program Manager and its personnel engaged in providing the Basic Services shall review information provided by or through the District relating to the Projects in order to obtain a full understanding of: (a) nature and extent of existing information relating to existing physical facilities and utility service support serving existing physical facilities; (b) the District's Facilities Master Plan, including modifications thereto incorporated as a result of or in connection with the Projects; (c) Measure JJ ballot measure and all supporting, related materials; (d) the availability of funding under Measure JJ and the Projects to be completed utilizing Measure JJ proceeds; (e) status of processing of approvals and similar activities for the State Funded Projects; and (f) the District's budget and time objectives for the Projects.
- 1.3. Development of Program Organizational Structure.
 - 1.3.1. Development of Proposed Organizational Structure. Within thirty (30) days of the date of this Agreement, the Program Manager shall develop and submit to the District Representative for review and comment a proposed organizational structure for implementing design, bidding and construction of the Projects. The organizational structure shall include: (a) identification of key administrative personnel of the District; (b) identification of key personnel of District user groups of the Projects; (c) identification (by description) design professionals and other professional services necessary to complete planning, design, bidding or construction of the Projects. The organizational structure shall include protocols for: (a) exchange and processing of information and other communications relating to the Projects amongst the personnel/entities identified in the organizational structure; (b) protocols for completing reviews of documents or other materials generated during design, bidding or construction of the Projects; and (c) general descriptions of scopes of responsibility and authority of the personnel/entities identified in the organizational structure proposed by the Program Manager.
 - 1.3.2. District Review. The District Representative shall review the Program Manager's proposed organizational structure and provide the Program Manager with comments or modifications necessary for the District's acceptance of the proposed organizational structure. The Program Manager shall incorporate comments or modifications of the District Representative to the proposed organizational structure and other revisions to the proposed organizational structure as necessary to obtain the District's acceptance of the entirety of the organizational structure.
 - 1.3.3. Updating of Organizational Structure. During the Term of this Agreement, the Program Manager shall regularly update the District accepted organizational structure to reflect: (a) District personnel changes; and (b) District approved modifications to the District accepted organizational structure. The Program Manager shall distribute revisions to the District accepted organizational structure and District authorized modifications thereto as directed or requested by the District.
- 1.4. Facilities Assessments.
 - 1.4.1. Review of Existing Facilities Assessments. The Program Manager shall review all existing assessments of the District's existing facilities, and the conditions thereof.

1.4.2. Facilities Assessments Recommendations. Within sixty (60) days of the date of this Agreement and based upon its review of the existing facilities assessments, the Program Manager shall submit a written report to the District incorporating: (a) recommendations, if any, for additional facilities assessments (if additional facilities assessments are recommended, the nature, scope and purpose of such additional assessments shall be set forth in writing to the District Representative), and (b) analysis of the facilities assessments for purposes of identifying additional Projects or modifying the scope of the Projects. If the District accepts the Program Manager's recommendation to conduct additional facilities assessments and the District directs or authorizes the Program Manager to conduct such additional facilities assessments, the Program Manager shall complete such additional facilities assessments as Additional Services under this Agreement. If the District accepts the Program Manager's recommendation to conduct additional facilities assessments and the District retains a third party to conduct such additional assessments, the Program Manager shall coordinate the completion of such additional assessments and provide general oversight of such third party's completion of such additional assessments as part of the Program Manager's Basic Services under this Agreement.

1.5. Master Project Budgets/Master Project Schedules.

1.5.1. Master Projects Schedule Incorporation of Projects, Interim Housing and Secondary Effects.

1.5.1.1. Secondary Effects. The Program Manager shall assess and determine the extent to which the construction of each of the Projects or the occurrence of construction-related activities in connection with a Project or a group of the Projects will or may have secondary effects upon other existing facilities or functions/activities ("Secondary Effects"). The Program Manager shall make recommendations to minimize or eliminate each Secondary Effect identified in connection with a Project or a group of Projects. If the Program Manager concludes that improvements or other remedial actions are necessary to mitigate or eliminate a Secondary Effect of a Project or a group of Projects, the Program Manager shall make recommendations to the District regarding the nature and scope of such improvements. If the District elects to proceed with implementation of the Program Manager's recommendations for improvements to mitigate/eliminate a Secondary Effect, such improvements shall be deemed a Project within the Building Program. The Projects and activities relating to mitigation/elimination of Secondary Effects accepted by the District for inclusion in the Building Program shall be incorporated into and reflected in the Master Projects Schedules prepared and maintained by the Program Manager hereunder.

1.5.1.2. Interim Housing. The Program Manager shall develop for review, comment and acceptance by the District a plan for re-locating occupants and functions in facilities affected by construction of the Project(s) or by Secondary Effects of the Projects ("the Interim Housing Plan"). At the commencement of the Programming Phase of each Project, the Program Manager shall assess and determine the extent of Secondary Effects resulting from construction, and the extent to which, if any, the Interim Housing Plan requires modification. If the District concurs with the Program Manager's recommendation(s) for the

modification of the Interim Housing Plan, the Program Manager shall take such measures as necessary to implement the modifications to the Interim Housing Plan accepted and authorized by the District.

- 1.5.2. Preliminary Master Projects Schedule. Within ninety (90) days of the date of this Agreement, the Program Manager shall develop and submit to the District Representative for review and comment a Preliminary Master Projects Schedule: (a) identifying each of the Projects included in the Building Program; (b) the anticipated schedule and durations of activities to develop and complete plans/specifications, bidding, construction and occupancy for each of the Projects; (c) setting forth assumptions incorporated; and (d) narrative descriptions of constraints to achieving the objectives of the Master Projects Schedule, along with recommendations for measures to minimize the impacts of such constraints.
- 1.5.3. Final Master Projects Schedule. The Final Master Projects Schedule shall: (a) incorporate the Projects, including additions, deletions or other modifications reflected in the Final Facilities Master Plan; (b) incorporate measures and sequencing to minimize construction-related disruptions or limitations to District operations and activities; (c) be submitted to the District Representative for review and comment. Upon District review and comment, Program Manager shall revise the Preliminary Master Projects Schedule and submit the revised Preliminary Master Projects Schedule for District review and comment; the review and revision process shall continue until the District has accepted the entirety of the Preliminary Master Projects Schedule. The Program Manager will update the Master Projects Schedule on a monthly basis or more frequently as may be requested by the District from time-to-time.
- 1.5.4. Monthly Updated Master Projects Schedule. During the Term of this Agreement, the Program Manager shall submit to the District Representative no later than the fifteenth (15th) day of each month, an updated Master Projects Schedule, setting forth the then current status of planning, design, bidding or construction of each of the Projects. If the then current status of planning, design, bidding or construction of a Project is delayed by thirty (30) or more days beyond the progress of that Project as indicated in the Final Master Projects Schedule, the Program Manager shall include a narrative description of the circumstances and factors contributing to such delays along with recommendations to the District for measures to be implemented to mitigate the effect of such delays and/or to expedite the progress of subsequent activities relating to the Project so that the progress of planning, design, bidding and construction of the Project conforms to that indicated for the Project in the Final Master Projects Schedule. The Program Manager shall implement such measures as directed or authorized by the District.
- 1.5.5. Master Program Budget.
 - 1.5.5.1. Funding Sources. The Program Manager shall assist the District in: (a) ascertaining available funding sources to complete design, bidding and/or construction of the Projects, Secondary Effects and Interim Housing; (b) constraints and requirements for the District to secure funding from a funding source; and (c) measures to be implemented to secure funding from identified funding sources in the amounts identified. Material obligations of the Program Manager under this Agreement include without limitation: (a) its continuing assessment of potential funding sources available to the District to complete design, bidding or construction of the Projects; and (b) routine and regular verbal and written reports to the District Representative of potential

available funding sources and measures to ensure that the District is in receipt of all available funding from all potential funding sources and measures to ensure that the District is in receipt of all available funding from all potential funding sources.

- 1.5.5.2. Preliminary Master Program Budget. Within ninety (90) days of the date of this Agreement, the Program Manager shall prepare and submit to the District Representative, for review and acceptance by the District, a Preliminary Master Program Budget which sets forth the anticipated Project Costs for design, bidding and construction for: (a) each Project identified in the Final Facilities Master Plan; (b) Secondary Effects resulting from implementation of the Projects; and (c) Interim Housing. The District will complete review of the Preliminary Master Program Budget and provide the Program Manager with comments/modifications thereto within thirty (30) days after receipt thereof from the Program Manager.
- 1.5.5.3. Final Master Program Budget. Based upon the comments/modifications of the District after review of the Preliminary Master Program Budget, the Program Manager shall modify the Preliminary Master Program Budget to incorporate comments and/or modifications of the District, as authorized or directed by the District. Revisions to the Preliminary Master Program Budget shall be completed by the Program Manager within thirty (30) days after the date of the District's return of the District reviewed Preliminary Master Program Budget to the Program Manager. The Program Manager shall submit the revised Preliminary Master Program Budget to the District Representative for review and acceptance. The Program Manager shall modify the Preliminary Master Program Budget as necessary to obtain the District Representative's acceptance of the entirety of the Preliminary Master Program Budget. The Preliminary Master Program Budget accepted by the District Representative is referred to herein as the "Master Program Budget." Project Costs reflected in the Master Program Budget shall be routinely and regularly reviewed and updated by the Program Manager to: (a) reflect the actual costs incurred, being incurred and anticipated to be incurred for Interim Housing, each Project, and Secondary Effects resulting from the Projects in the process of design, bidding or construction at the time of an update to the Master Program Budget; and (b) reflect the anticipated Project Costs for Projects or Secondary Effects not in the process of design, bidding or construction at the time of an update to the Master Program Schedule. For purposes of the Master Program Budget, the term "Project Costs" shall be deemed all costs, fees, or expenses (except for the salaries and wage-related benefits for District employees) necessary to complete design, bidding and construction of the Projects, Secondary Effects and Interim Housing.
- 1.5.5.4. Monitoring of Master Program Budget. During the Term of this Agreement, the Program Manager shall routinely and regularly monitor the expenditure of funds to complete design, bidding and construction of the Projects, Secondary Effects and Interim Housing to ensure that adequate funds remain to complete design, bidding and construction of all Projects, Secondary Effects and Interim Housing. A material obligation of the Program Manager is the Program Manager's written notice to the District upon the Program Manager's determination that the

then remaining balance of the Master Program Budget is insufficient or likely to be insufficient to complete design, bidding and construction of the then remaining Projects, Secondary Effects and Interim Housing so that the District may consider alternatives to design, bidding or construction of the Projects or Secondary Effects to conform anticipated actual costs with costs reflected in the Master Program Budget.

1.5.5.5. Project Budget Monitoring Procedures. The Program Manager shall make recommendations to the District for the development and implementation of management procedures to facilitate the District's monitoring of costs incurred and to be incurred to complete design, bidding, and construction of a Project. Budget management and monitoring procedures shall include, without limitation, measures for tracking estimated and actual costs, cash flow projections/forecasts and other similar data. The Program Manager shall implement the procedures accepted by the District.

1.5.5.6. Monthly Updated Master Program Budget. During the Term of this Agreement, the Program Manager shall submit to the District Representative, no later than the fifteenth (15th) day of each month, an updated Master Program Budget conforming to the requirements set forth in this Agreement and the Master Program Budget monitoring procedures proposed by the Program Manager which are accepted by the District. Updates of the Master Program Budget shall include projections of costs to complete each of the Projects. If the costs to complete a Project, as reflected in an update to the Master Program Budget, exceeds the amount allocated for completion of the Project in the Master Program Budget by ten percent (10%) or more, the Program Manager shall include a narrative description of the circumstances and factors contributing to such potential cost overruns, along with recommendations to the District for measures to be implemented to mitigate or eliminate such potential cost overruns. The Program Manager shall implement such measures as directed or authorized by the District.

1.5.6. Internet Access to Master Projects Schedules and Master Program Budget Reporting. The Program Manager shall utilize software programs and other systems as necessary to enable access to data and reports of the Master Projects Schedules and/or the Master Program Budget by the Program Manager and the District. Software programs and other systems to be used by the Project Manager shall be subject to the prior review and acceptance by the District.

1.6. Standards and Procedures.

1.6.1. District Standard Materials/Equipment.

1.6.1.1. Objectives. The Program Manager shall assist the District in the establishment of District standards for materials/equipment to be specified in Design Documents for the Projects and to be incorporated into the Projects to meet the following objectives: (a) consistency in materials/equipment incorporated into the Projects; (b) cost effective initial procurement and installation; (c) ease and cost-effectiveness of maintenance; (d) conformity to functional and other operational requirements of the Projects; and (e) life-cycle cost-effectiveness; and (f) environmentally sensitive and LEED standards.

1.6.1.2. Format. The District standard materials/equipment shall be

developed by the Program Manager based upon each Section of the Construction Specifications Institute (“CSI”) technical specifications and the materials/equipment typically incorporated into each section of CSI technical specifications.

- 1.6.1.3. Materials/Equipment Requirements. As necessary, the Program Manager shall meet and consult with the District facilities/administrative staff and the end-users of the Projects to generally ascertain and identify the materials/equipment to be incorporated into the Projects along with the nature and extent of such materials/equipment necessary for the Projects or portions of the Projects to operate and function as intended. The Program Manager shall conduct and complete survey(s) of existing physical facilities to generally determine and ascertain the types, brands and other related information regarding existing materials/equipment incorporated into existing physical facilities of the District.
- 1.6.1.4. Preliminary Standards. Upon completion of the surveys of existing facilities, the Program Manager shall assist the District in identifying proposed standard materials/equipment (“the Preliminary Standards”) for the Projects. The Program Manager shall submit the proposed Preliminary Standards to the District for review and comment by the District within one hundred fifty (150) days of the date of this Agreement. The Program Manager shall prepare modifications to the Preliminary Standards as necessary to obtain the District’s acceptance of the entirety of the Preliminary Standards; the District accepted Preliminary Standards are referred to in this Agreement as “Final Materials/Equipment Standards.”
- 1.6.1.5. Modifications to Final Materials/Equipment Standards. During the Term of this Agreement, the Program Manager shall annually, or more frequently as requested by the District, review the Final Materials/Equipment Standards or updates/revisions thereto for the purpose of updating/revising materials/equipment identified therein. The Program Manager shall prepare updates/revisions to the Final Materials/Equipment Standards or previously updated/revised Final Materials/Equipment Standards for submission to the District for review, comment and acceptance. Upon District acceptance of updates/revisions to the Final Materials/Equipment Standards, the Program Manager shall prepare and provide to the District copies of the updated/revised Materials/Equipment Standards.
- 1.6.1.6. Dissemination of Materials/Equipment Standards to Architects and Professional Consultants. The Program Manager shall implement measures necessary or appropriate for communicating to each Architect and other Professional Consultants retained by the District for a Project the Final Materials/Equipment Standards and subsequent modifications thereto. The Program Manager shall develop and implement procedures to ensure that the Architect for a Project incorporates applicable Final Materials/Equipment Standards into the Design Documents prepared by the Architect for a Project.
- 1.6.2. Professional Consultant Services. The Program Manager shall develop procedures for the identification of services provided by Professional Consultants necessary for completing the design, bidding and construction phases of the Projects, including without limitation, architects, other Design Consultants, Project Inspection services, Special Test/Inspection Services, and

soils/geo-technical services. The Program Manager shall develop procedures and guidelines for selection and retention of Professional Consultants for the District's review, comment and acceptance. The Program Manager shall modify the proposed procedures and guidelines for selection and retention of Professional Consultants necessary to complete the design, bidding and construction of the Projects. As requested by the District from time-to-time, the Program Manager shall assist the District in the: (a) development of Requests for Proposals or other documents to solicit Professional Consultants' proposals; (b) review and evaluation of proposals submitted in response to the District's solicitation for Professional Consulting services; (c) developing a recommendation to the District's Board of Trustees for award of a Professional Consultant services contract; and (d) assistance to the District in the negotiation and development of terms and conditions of contracts between the District and Professional Consultants.

1.7. Bidding, Construction Procedures and A/E Bridging Documents.

1.7.1. General. To facilitate and expedite completion of the bidding and construction process for the Projects and to establish consistency in procedures utilized to complete the bidding and construction processes for the Projects, the Program Manager shall develop and maintain written procedures for bidding Projects and administration of the Construction Contracts awarded by the District for the Projects.

1.7.2. Bidding Guidelines. The Program Manager shall develop procedures to comply with California law and applicable bidding requirements for each Project and for expediting completion of the bidding process for each Project. The scope of the foregoing includes without limitation, recommendations with respect to: (a) guidelines for assessing whether or not to engage in a pre-qualification process for a Project; (b) guidelines for combination of two or more of the Projects for design, bidding and/or construction purposes; and (c) guidelines for adopting alternative construction delivery approaches for a Project, including considerations of a single general contractor, multiple trade contractor, or design-build approaches to each Project, and utilization of District purchased materials/equipment or other District resources in connection with construction of a Project. Initial Bidding Guidelines developed by the Program Manager shall be submitted to the District for review, comment and acceptance. The Program Manager shall modify the initially submitted Bidding Guidelines as necessary for the District's acceptance of the entirety of the Bidding Guidelines. During the Term of this Agreement, the Program Manager shall annually, or more frequently as requested by the District, review the Bidding Guidelines initially accepted by District for purposes of updates/revisions thereto. Updates/revisions to the Bidding Guidelines proposed by the Program Manager shall be submitted by the Program Manager to the District for review, comment and acceptance. During the course of implementing the Projects, the Program Manager shall review the bidding procedures utilized for Projects to confirm conformity to the then current Bidding Guidelines. If the Program Manager determines that the bidding procedures being applied to a Project are inconsistent or not in conformity with Bidding Guidelines established by the Program Manager and accepted by the District, the Program Manager shall make recommendations to the District for measures to conform the bidding procedures for such a Project to the Bidding Guidelines accepted by the District.

1.7.3. Bid and Contract Documents. The Program Manager shall review the District's

standard forms of Bid and Contract Documents; based on this review and the Bidding Guidelines developed by the Program Manager and accepted by the District under this Agreement, the Program Manager shall make recommendations to the District relating to modifications, if any, of the District's standard forms of Bid and Contract Documents for conformity to the Bidding Guidelines accepted by the District. The Program Manager shall assist the District and the Professional Consultants in incorporating modifications to the District's standard forms of Bid and Contract Documents accepted by the District. During the Term of this Agreement, the Program Manager shall annually, or more frequently as requested by the District, review the then current versions of the District's Bid and Contract Documents for updates/revisions. Updates/revisions to the then current version of the District's standard Bid and Contract Documents shall be submitted by the Program Manager to the District for review, comment and acceptance.

- 1.7.4. Construction Procedures. The Program Manager shall prepare and develop for acceptance by the District procedures and processes to be implemented during the construction phase of the Projects relating to administration of the Construction Contracts, including without limitation measures to: (a) ensure that Project construction activities and the Project as constructed and completed comply with the Laws; (b) efficiently administer the Construction Contracts; and (c) to expedite completion of Project construction. Construction Phase procedures subject to the foregoing include without limitation: Project meetings, the submission, review and acceptance of Submittals, Requests for Information, processing and disbursement of payments to contractors, procedures for handling and responding to contractor inquiries, Project schedule development and maintenance, coordination of test/inspection procedures and procedures relating to development and completion of Punch List items and the close-out of Construction Contracts. The Construction Procedures Manual prepared by the Program Manager shall be submitted to the District for review, comment and acceptance; the Program Manager shall modify the Construction Procedures Manual as necessary to obtain the District's acceptance of the entirety of the Construction Procedures Manual. During the Term of this Agreement, the Program Manager shall annually, or more frequently as requested by the District, review the then current version of the Construction Procedures Manual; updates/revisions to the then current version of the Construction Procedures Manual shall be prepared by the Program Manager and submitted to the District for review, comment and acceptance.
- 1.7.5. Bridging Documents. The Program Manager shall serve as the Architect/Engineer (A/E) and complete the bridging documents as the design architect for the entire program (Ref. Article 5) including Education Master Planning and Facility Master Planning as a necessary component of the Bridging Documents development process. Gkkworks will not serve as the architect of record for this work. The A/E is to prepare "Bridging Documents" and to represent PM during the construction phase of the project(s). Bridging Documents may consist of any and all drawings, specifications and other information required to solicit best value design/build proposals. The duties, responsibility and authority of the bridging A/E are set forth herein. Nothing contained herein shall create any contractual relationship between the bridging Architect/Engineer and the Design Build entity, or any subcontractor, sub-subcontractor, or supplier. The bridging A/E (Program Manager) may review and monitor required Design Build entity submittals for conformance with the bridging documents and original design intent. Excessive re-submittals may

result in the Design Build entity being charged for the cost of additional reviews. The bridging A/E shall observe the progress and quality of the work to determine in general if the Design Build is proceeding in accordance with the contract documents. The bridging A/E shall monitor and verify conformance of materials, finishes and workmanship to the quality standards established in the contract documents. The bridging A/E shall witness certain tests, review and evaluate test reports. The bridging A/E will observe and assist in the refining and adjustment of any equipment or system. The bridging A/E will ensure that all training required by the contract documents is provided and will attend and assist in all training of the Using Agency's personnel. The bridging A/E may participate in punch list and Final inspections. The bridging A/E may observe the Design Build entity's record drawings (as-built) at intervals and notify the District of any apparent failure to maintain up-to-date records. The bridging A/E shall not be responsible for construction means, methods, techniques, sequences, procedures; or supervision or for safety precautions and programs in connection with the project or work thereon. Nothing hereunder shall relieve the Contractor from his responsibility to carry out the work in accordance with the contract documents. The bridging A/E may review claims and disputes, including documentation of any time, money, or other expenditure made in connection with it. While work is in progress, the bridging A/E shall: observe measure and verify costs incurred that are related to the dispute and will provide a written response, interpretation, and recommendation for resolution to CDB. The DB entity shall cooperate with the bridging A/E in the performance of these functions.

- 1.8. Measure JJ Webpage. The Program Manager shall assist the District in developing a web page design to provide the District's staff/students and the general public with information concerning Measure JJ, descriptions of the Projects funded by Measure JJ proceeds, the financial/completion status of the Projects and other general information relating to Measure JJ funds and Measure JJ Projects.
- 1.8.1. Updates of Website Content. Not later than the fifteenth (15th) day of each month, during the Term of this Agreement, the Program Manager shall provide the District webmaster and/or the District's Public Information Officer with monthly updated/revised content for incorporation into the Measure JJ webpage. As requested by the District or as dictated by the circumstances, development of updated/revised Measure JJ webpage content by the Program Manager may be required more or less frequently than on weekly basis.
- 1.8.2. District Discretion. Notwithstanding the District's acceptance of the Program Manager's Measure JJ updated/revised webpage content, the District shall have the sole reasonable discretion to modify the Measure JJ webpage content at any time during the Term of this Agreement.
- 1.8.3. Assignment of Intellectual Property Rights. Notwithstanding any provision of law to the contrary the Program Manager assigns to the District all right, title and interest in and to any intellectual property rights reflected in any of the work product resulting from the Program Manager's development of the Measure JJ web page design and contents; the foregoing assignment shall be effective without further action by the Parties. If any action of the Program Manager or the District is required to effectuate the foregoing assignment, the Program Manager shall cooperate with the District by taking such action(s) necessary to effectuate assignment of such intellectual property rights to the District and/or perfecting the District's intellectual property rights resulting from such assignment.

1.9. Labor Relations.

1.9.1. General. During the Term of this Agreement, the Program Manager shall assist the District in maintaining harmonious labor relations between the District and the various consultants, vendors, contractors and others providing work, labor, materials or services to design, bidding or construction of the Projects. In addition to specific responsibilities of the Program Manager in connection with labor relations as set forth hereinbelow, the Program Manager shall routinely monitor the status of the Projects to mitigate any potential adverse impact of such disputes, disagreements or controversies to the timely completion of design, bidding and construction of the Projects.

1.9.2. Project Labor Agreement. If during the Term of this Agreement the District considers entering into one or more Project Labor Agreements with building trade labor organizations or the District is requested by a building trade labor organization to consider a Project Labor Agreement in connection with construction of some or all of the Projects, the Program Manager shall assist the District in reviewing, evaluating and negotiating terms and conditions of such Project Labor Agreements.

1.9.3. Labor Compliance Program. The Program Manager shall ascertain which of the Projects are subject to the District's development and implementation of a Labor Compliance Program pursuant to Labor Code §1771.7; the Program Manager shall communicate Labor Compliance Program requirements to the Architect and Construction Manager retained by the District for a Project subject to Labor Compliance Program requirements. The Program Manager shall periodically monitor the construction phase of Projects subject to Labor Compliance Program requirements to ascertain that the Labor Compliance Program adopted by the District is being implemented during the construction phase of such Projects. If, in such monitoring, the Program Manager determines that all applicable requirements of the Labor Compliance Program are not or have not been implemented in accordance with the terms of the Labor Compliance Program, the Program Manager shall submit recommendations to the District and the District's Labor Compliance Program administrator for implementation of measures to ensure conformity with Labor Compliance Program requirements.

1.10. Program Manager Personnel and Resources.

1.10.1. Program Manager Staffing.

1.10.1.1. Program Manager. The Program Manager shall provide experienced and qualified personnel and sub consultants capable of providing the Services required pursuant to this agreement. A member of the Program Manager's organization shall be designated as the Senior Program Manager, or and vested with authority to act on behalf of the Program Manager relating to this Agreement and the Projects. The Senior Program Manager shall have overall responsible charge of the Program Manager's performance and completion of the Basic Services and authorized Additional Services under this Agreement. The Senior Program Manager shall be subject to the District's approval and shall not be replaced without the prior approval of the District.

1.10.1.2. Program Manager Staff. The Program Manager shall provide all necessary staff personnel to complete the Basic Services, including without limitation, clerical, accounting and other functions necessary to timely and fully complete performance of the Basic Services and

authorized Additional Services. The Program Manager's staff shall be subject to the District's approval and shall not be replaced without the prior approval of the District.

1.10.1.3. Program Manager Staff On-Site. The Senior Program Manager and all necessary support staff of the Program Manager for completion of the then current Basic Services will be present at the District's Administrative offices, or such their corporate location as necessary to complete the Basic Services hereunder in a timely and complete manner.

1.11. Basic Services for Projects. In addition to the Basic Services of the Program Manager relating generally to the Building Program, the Program Manager shall provide, perform and complete Basic Services for each Project determined to use conventional delivery methods included in the Building Program as set forth herein.

1.11.1. Project Architects, Contractors and Professional Consultants. The Program Manager shall meet and confer with the District Representative to review the extent to which an Architect and other Professional Consultants need to be retained by the District to complete the design, bidding and construction of a Project. As required by the circumstances of the Project and as directed or authorized by the District, the Program Manager shall assist the District in (a) development of Requests for Proposals or other documents to solicit Architects, Contractors and/or Professional Consultants' proposals; (b) review and evaluation of proposals submitted in response to the District's solicitation for Professional Consulting services; (c) developing a recommendations to the District's Board of Trustees for awards of contracts to the Architect, Contractors and other Professional Consultants; and (d) assistance to the District in the negotiation and development of terms and conditions of contracts between the District and the Architect, Contractors and Professional Consultants selected by the District for a Project.

1.11.2. Management and Administration of Professional Consultants' Contracts. To the extent that any Professional Consultant for a Project is under direct contract to the District, the Program Manager shall assist the District in the management of the services of such Professional Consultants and administration of the contract(s) between the District and the Professional Consultants. The foregoing shall include without limitation, general oversight of the Professional Consultants completion of their respective obligations in accordance with the terms of their respective contracts, development and implementation of measures to ensure Professional Consultants' performance in accordance with the terms of their contracts and the review, assessment and recommendation for disbursement of payments to Professional Consultants.

1.11.3. Oversight of Project Design Phase Services. During the Design Phase of a Project, the Program Manager shall oversee the completion of the Design Phase services so that the Design Documents completed for the Project conform to the District's scope, intent of budget and schedule requirements. Prior to commencement of the Design Phase of a Project, the Program Manager shall meet and confer with the District and end-users to establish programmatic requirements for the Project. The foregoing shall include without limitation, reviews of Design Documents at appropriate stages of the preparation and completion thereof, confirmations that the Design Documents conform to District requirements, confirmation that District responsibilities relative to the Design Phase of a Project are completed in a timely manner (such responsibilities include: end-user group program/design requirements,

completion of District tasks such as site surveys, hazardous materials surveys and geo-technical investigations/reports); and implementation of measures as directed or authorized by the District to ensure completion of the Design Documents conforming to the District's scope, budget and schedule requirements. At the commencement of the Design Phase of a Project, the Program Manager shall provide the District with a written statement outlining the Project scope, design/bidding/construction schedule, and budget and District responsibilities relating to the Project. District responsibilities set forth in such written statement shall include without limitation, compliance with the Laws of federal, state, regional or local agencies with jurisdiction over any portion of the Project, hazardous materials investigation/remediation, site surveys and geo-technical analysis.

- 1.11.4. Oversight of Bidding Process. The Program Manager shall oversee the Bidding Phase of each Project. The foregoing shall include reviews of authorizations for the District to engage in the bidding process for a Project, confirmation that the Bid Documents have been appropriately developed and assembled for the Project, participation with the District, Architect and Construction Manager in the review of Bid Proposals submitted for a Project to assess Bidders' responsibility and responsiveness of Bid Proposals, objections/protests relating to the bidding process and for determination of the award of the Contract for a Project.
- 1.11.5. Oversight of Construction Phase. The Program Manager shall oversee the Construction Phase of a Project. The foregoing includes, without limitation, regular and routine monitoring and reviews of the financial records of the Project, including the disbursement of Progress Payments, withholding of Retention and processing of Changes/Change Orders, regular and routine monitoring and reviews of the Progress Schedule for the Project and updates/revisions thereof, monitoring the status of the submission, review and responses to Submittals and Requests for Information, general reviews of Project correspondence and other Project records and reviews of Changes and Change Orders for confirmation of scope and reasonableness of pricing.
- 1.12. State Funded Projects: Development and Processing of IPPs/FPPs. The Program Manager shall prepare and assist the District in submitting for processing and approval of Initial Project Proposals ("IPP") and Final Project Proposals ("FPP") for State Funded Projects through agencies of the State of California, including without limitation, the California Community College Chancellor's Office, Public Works Board and Department of Finance (collectively "State Agencies"). The scope of the foregoing shall include, without limitation, conferences, discussions and reviews of materials relating to potential State Funded Projects to develop IPPs therefore, preparation of IPP/FPP related documents and modifications thereto as necessary or appropriate for obtaining required approvals.
 - 1.12.1. Education Planning and Space Inventory: The Program Manager shall prepare and maintain 5 year plans, and a Space Inventory Analysis.
 - 1.12.2. District Reimbursements for Agency Funded Projects. The Program Manager shall prepare requests for reimbursement of the fees, costs or expenses incurred by the District for design, bidding or construction of State Funded Projects ("Reimbursement Claims"); the Program Manager shall assist the District in submission of Reimbursement Claims to appropriate Agencies and the processing Reimbursement Claims for payment to the District. All of the Program Manager's actions hereunder will be taken to maximize the amount of Reimbursement Claims, and for the District to be in receipt of funds on

Reimbursement Claims at the earliest possible time. In addition, the PM shall provide program and construction management and perform all Basic Services up to the \$5.0 million total aggregate of District projects receiving Agency Reimbursement as a Basic Service hereunder.

ARTICLE 2. ADDITIONAL SERVICES

- 2.1. General. Services provided by Program Manager that are different from, or in addition to those described herein as being excluded in the scope of Basic Services are referred to herein as "Additional Services." No Additional Services shall be performed without the prior written authorization of the District.
- 2.2. Compensation to Program Manager for Additional Services. Compensation to the Program Manager and the Program Manager's Sub-Consultants providing Additional Services, if any, shall be on the basis of actual and reasonable time necessary to complete the authorized Additional Services computed in accordance with the Rate Schedule attached to this Agreement. The foregoing notwithstanding, if Additional Services authorized by the District result from the neglect, negligence, or fault of Program Manager or Sub-Consultants or Program Manager's breach, or default under this Agreement, Program Manager shall perform and provide such Additional Services without adjustment of the PM Contract Price hereunder; Program Manager's obligation to perform Additional Services under such circumstances is in addition to, and not in lieu of, Program Manager's liability to the District for damages or losses sustained by the District as a result of such neglect, negligence, fault, breach, or default.
- 2.3. District Reimbursements exceeding \$5.0 million Total Aggregate The Program Manager can prepare requests for reimbursement of the fees, costs or expenses incurred by the District for design, bidding or construction of State Funded Projects ("Reimbursement Claims"); the Program Manager can assist the District in submission of Reimbursement Claims to appropriate Agencies and the processing Reimbursement Claims for payment to the District and manage these projects. All of the Program Manager's actions hereunder will be taken to maximize the amount of Reimbursement Claims and for the District to be in receipt of funds on Reimbursement Claims at the earliest possible time for a PM fee of 5% of that portion in excess of \$5.0 million total aggregate of all State Funded Projects. If a Project is jointly funded by Measure JJ proceeds and agencies appropriations, to the extent permitted by the Laws, the Program Manager will take measures to exhaust all available agency appropriations before application and use of Measure JJ proceeds for such a Project.
- 2.4. Environmental Services Not Basic Services: CEQA, and E.I.R. Reports and the provision of E.I.R. consultants constitute Additional Services along with the . Development of Center Status at Westside and Eastside Center.

ARTICLE 3. DISTRICT RESPONSIBILITIES

- 3.1. Information. The District will provide Program Manager with full information regarding the Projects, including without limitation, the Facilities Master Plans, the Education Master Plans, and Measure JJ, other written materials relating to the Facilities Master Plans, the Education Master Plans and Measure JJ.
 - 3.1.1. Updates/Revisions to District Provided Information. The District will provide the Program Manager with updates/revisions of information provided by the District promptly upon the District's receipt thereof. The District will provide the Program Manager with additional information obtained or received by the District relating to the Projects, including without limitation, the Facilities Master

Plans, the Education Master Plans, and/or Measure JJ promptly upon obtaining or receiving the same.

3.1.2. Limitations on Program Manager Use of District Provided Information. The District shall retain title to and the right of possession to all information furnished to the Program Manager. All documents, including original drawings, estimates, specifications, field notes and data prepared, procured or otherwise obtained by the Program Manager under this Agreement are and shall remain the property of the District. The foregoing notwithstanding the Program Manager may retain reproduced copies of any information or any other document, unless otherwise specified by a confidentiality or proprietary agreement. The Program Manager shall be bound by any confidentiality or proprietary agreement required by the District before accepting receipt of confidential or proprietary information. In the event of termination of this Agreement for any cause, the Program Manager shall immediately deliver to District all items the Program Manager has possession, custody or control over, whether complete or in process, relating to the Projects and the Program Manager's Services under this Agreement.

3.2. District Representative. The District Representative shall be its Superintendent/President. The District Representative is authorized to act on behalf of the District with respect to this Agreement and to carry out the District's responsibilities under this Agreement, relating to the Projects and the Program Manager's Services under this Agreement.

ARTICLE 4. TIME

4.1. Term of Agreement. The Term of this Agreement shall be deemed to commence as of February 11, 2009 and shall terminate upon the exhaustion of the proceeds from the Building Program and/or completion of the Measure JJ Projects, unless this agreement is terminated for cause or convenience pursuant to Article 8.

4.2. Program Manager Completion of Basic Services. The Program Manager shall complete the Basic Services under this Agreement within the time frames established herein or by mutual agreement with the District. The Program Manager shall be liable to the District for all costs, losses or other damages sustained by the District as a result of the failure of Program Manager to perform and complete the Basic Services within the time frames agreed upon between the District and the Program Manager, unless Program Manager's performance and completion of the Basic Services is delayed, through no fault or neglect of Program Manager, or its Sub-consultants, by: (a) acts, omissions or other conduct of the District (b) acts of God; (c) acts of the Architect Professional Consultants or Contractors or (d) by other causes not reasonably foreseeable at the time this Agreement is executed and which are not caused in whole or in part by the acts, omissions or other conduct of Program Manager or any Sub-Consultant.

ARTICLE 5. CONTRACT PRICE

5.1. Compensation (Fee) to gkkworks for Program Management services as defined in this contract shall not exceed a total aggregate of five percent (5%) of the total building program Measure JJ based on the bond amount **less** Certificate of Participation's and Land Purchase cost for the Westside Center, services rendered shall be paid monthly. Additionally the District shall pay the Program Manager the Bridging Documents Price that will be determined once the projects have been scoped. The Bridging Documents Price will be mutually agreed upon in writing by the District and the Program Manager.

Payment of the Aggregate PM Contract Price and Bridging Documents Price will be made by the District in accordance with the terms hereof. The Aggregate PM Contract Price and Bridging Documents Price includes the fee of the Program Manager and any sub-consultant to the Program Manager, personnel expense of the Program Manager and sub-consultants, inclusive of all benefits and burdens, travel for personnel of the Program Manager and sub-consultants to and from the Site, travel within the Counties of Los Angeles, Orange, Riverside, San Bernardino, Kern and insurance and all other general administrative, overhead costs associated with or arising out of performance of this Agreement. The Program Manager acknowledges and agrees that the Aggregate PM Contract Price and Bridging Documents Price is inclusive of all costs, expenses or other charges incurred by the Program Manager in completing the Basic Services hereunder and that no such costs, expenses or other charges will be paid by the District. The Bridging Documents Price is to be determined with mutual written acceptance for each project once the scope of the projects has been outlined.

- 5.1.1. Monthly Payments. The PM fee set forth above for the Term of this Agreement shall be paid by the District on a monthly basis, based upon the personnel time of the PM and its sub-consultants incurred to complete services under this Agreement, multiplied by the applicable hourly rate set forth in Exhibit A hereto. The hourly rates set forth in Exhibit A shall be subject to increase on November 1 of each year of the Term of the Agreement by an amount equal to the lesser of three percent (3%) or the actual percentage difference in the Consumer Price Index for the San Bernardino-Riverside metropolitan area between November 1 of the prior year and November 1 of the then current year. The foregoing notwithstanding, the payment due from the District for Term of this Agreement shall not exceed the applicable amount set forth in Article 5.1 above. The Bridging Document Price shall be paid on a monthly basis by the District beginning with the month that costs are incurred.
- 5.2. No Reimbursable Expenses. There are no other Reimbursable Expenses due from the District to the Program Manager. The PM Contract Fee (5%) and Bridging Documents Price above is inclusive of expenses, costs or other charges for which the District will reimburse the Program Manager. Any expense, cost or other charge not incorporated into the Contract Fee, and which arise out of or related in any manner to the Program Manager's performance of Basic Services or authorized Additional Services shall be borne solely by the Program Manager.
- 5.3. Additional Services. If the District shall approve or direct Program Manager to perform or provide Additional Services in this Agreement, Program Manager shall be compensated for its personnel providing such Additional Services in accordance with the Rate Schedule attached hereto as Exhibit "A" ("the Rate Schedule") and incorporated herein by this reference. If Additional Services are authorized by the District, the hourly rates set forth in Exhibit A shall be subject to increase on November 1 of each year of the Term of the Agreement by an amount equal to the lesser of three percent (3%) or the actual percentage difference in the Consumer Price Index for the San Bernardino-Riverside metropolitan area between November 1 of the prior year and November 1 of the then current year. The foregoing notwithstanding, the hourly rates set forth in Exhibit A hereto shall not be subject to adjustment during the Term of the Agreement for purposes of computing the PM Contract Price for the Basic Services under this Agreement.

5.4. District Payments.

5.4.1. Program Manager Billings to District. During the course of providing Basic Services, Program Manager shall submit monthly billing invoices to the District for payment of the PM Contract Price for Basic Services and authorized Additional Services, if any, performed or incurred in the immediately prior month.

5.4.2. District Payments to Program Manager. Within thirty (30) days of receipt of Program Manager's billing invoices, District will make payment to Program Manager of undisputed amounts of the PM Contract Price due for Basic Services, and authorized Additional Services. No deductions shall be made or withheld from payments due Program Manager hereunder because of any penalty, assessment liquidated damages or other amounts withheld by the District from payment to the Architect or Professional Consultants. The District may, however, withhold or deduct from amounts otherwise due Program Manager hereunder if Program Manager shall fail to timely and completely perform material obligations to be performed on its part under this Agreement, with the disputed amounts in writing withheld, or deducted being released after Program Manager has fully cured its failure of performance, less costs, damages, or losses sustained by the District as a result of such failure of performance of material obligation hereunder.

ARTICLE 6. PROGRAM MANAGER INSURANCE

6.1. Insurance Policies; Minimum Coverage Amounts. Minimum coverage amounts for policies of insurance to be obtained and maintained by the Program Manager and its Sub-Consultants are:

Workers Compensation	\$1,000,000
Employers Liability	\$1,000,000
Commercial General Liability (including coverage for Bodily Injury or Death, Property Damage and Automobile Liability-Property Damage, Bodily Injury or Death)	
Per Occurrence	\$1,000,000
Aggregate	\$2,000,000
Professional Liability	
Per Claim	\$2,000,000
Aggregate	\$2,000,000

6.2. Workers Compensation and Employers Liability Insurance. Workers' Compensation Insurance shall cover claims under workers' or workmen's compensation, disability benefit and other similar employee benefit acts may be liable. Employer's Liability Insurance shall cover bodily injury (including death) by accident or disease to any employee that arises out of the employee's employment by Program Manager or a Sub-Consultant. The Employer's Liability Insurance required hereunder may be obtained as a separate policy of insurance or as an additional coverage under the Workers' Compensation Insurance required to be obtained and maintained hereunder.

6.3. Commercial General Liability and Property Insurance. Commercial General Liability and Property Insurance shall provide coverage for the types of claims set forth below which may arise out of or result from Program Manager's services under this Agreement and for which Program Manager may be legally responsible: (i) claims for damages because of bodily injury, sickness or disease or death of any person other

than Program Manager's employees; (ii) claims for damages insured by usual personal injury liability coverage which are sustained by: (a) a person as a result of an offense directly or indirectly related to employment of such person by Program Manager, or (b) by another person; (iii) claims for damages due to injury to or destruction of tangible property, including loss of use resulting therefrom; and (iv) contractual liability insurance applicable to Program Manager's obligations under this Agreement. District shall be an additional named insured to Program Manager's commercial general liability insurance policy.

- 6.4. Professional Liability Insurance. The policy of Professional Liability Insurance shall cover claims for errors, omissions and other conduct arising out Program Manager's performance of services under this Agreement.
- 6.5. Automobile Liability. The policy of Automobile Liability insurance shall provide coverage for claims arising out of the operation of automobiles and other motor vehicles by Program Manager in connection with performance of obligations under this Agreement.
- 6.6. Policy Endorsements; Evidence of Insurance. The Program Manager shall deliver to the District Certificates of Insurance evidencing each of the policies of insurance in the coverage amounts required hereunder. All policies of insurance required hereunder shall be issued by insurer(s) who are: (a) admitted to issue insurance by the State of California; and (b) A.M. Best rated at least A/VII. Coverages under each policy of insurance required hereunder, whether by endorsement or otherwise, shall provide that such policy will not be modified, canceled or allowed to expire without at least thirty (30) days advance written notice to the District.
- 6.7. Sub-Consultants' Insurance. If the Program Manager requests, and the District consents to, the use of Sub-Consultant(s) to the Program Manager to perform a portion of the Basic Services or authorized Additional Services, each approved Sub consultant shall obtain and maintain each policy of insurance with the minimum of coverage amounts set forth above for the Program Manager. Notwithstanding the District's approval of a Sub-Consultant, no Sub-Consultant shall provide services until the Program Manager has delivered Certificates of Insurance to the District which evidences each of the required insurance policies and the minimum coverage amounts set forth herein.

ARTICLE 7. INDEMNITY

- 7.1. Program Manager Indemnification of District. Program Manager shall indemnify, defend and hold harmless the District and its employees, officers, Board of Trustees, agents and representatives from and against any and all claims, demands, losses, responsibilities or liabilities, including attorneys fees and costs for: (a) injury or death of employees of the Program Manager and any Sub-Consultant arising out of this Agreement; (b) damage to property except damage to the work of a Project insured under the Project Builder's Risk Policy, or (c) other costs or damages directly or indirectly to the extent caused by Program Manager's, in whole or in part, negligent or willful acts, omissions or other wrongful conduct of Program Manager or any Sub-Consultant to the Program Manager or their employees, agents or representatives.
- 7.2. District Indemnity of Program Manager. The District shall indemnify and hold harmless Program Manager from all claims arising out of bodily injury (including death) and physical damage, which arise out of the negligent or willful acts or omissions of the

District or its employees, agents or representatives.

ARTICLE 8. TERMINATION; SUSPENSION

- 8.1. Termination for Default. Either Program Manager or District may terminate this Agreement upon seven (7) days advance written notice to the other if the other party is in default in performance of a material obligation hereunder and the party initiating the termination does not cause such default. Such termination shall be effective the seventh (7th) day following the date of the written termination notice. In addition to the District's right to terminate this Agreement for Program Manager's default, the District may terminate this Agreement if: (a) Program Manager becomes bankrupt or insolvent, including the filing of a general assignment for the benefit of creditors; or (b) if Program Manager disregards the Laws. If the District exercises the right of termination hereunder, the amount due Program Manager shall be based upon Basic Services and authorized Additional Services completed by Program Manager as of the effective date of termination, reduced by damages, losses, costs or other expenses incurred or sustained by the District as a result of Program Manager's default.
- 8.2. District Termination for Convenience. The District may, at any time, upon Thirty (30) days advance written notice to Program Manager, terminate this Agreement, or portions thereof, for the District's convenience. If the District elects to terminate for convenience, within thirty (30) days following the effective date of such termination for convenience, the District will make payment to Program Manager for the Basic Services and authorized Additional Services provided prior to the effective date of the termination for convenience. Except as expressly set for hereinabove, no other payment or compensation shall be due the Program Manager upon the District's exercise of its right to terminate hereunder. If the District's exercise of the right to terminate a portion of this Agreement for the convenience of the District, the portion of the Agreement not terminated by the District shall remain in full force, effect and enforceable in accordance with the terms of this Agreement, provided that the Not to Exceed Contract fee is equitably adjusted to reflect the scope of the remaining Basic Services after the District's partial termination of this Agreement for the District's convenience. In such event, the District and the Program Manager shall continue to diligently, completely and timely complete their respective obligations under this Agreement as to the portions of the Agreement not terminated for the District's convenience.
- 8.3. District Suspension of Services. The District may, in its discretion, suspend all or a part the Basic Services for such duration as determined solely by the District. If the period of suspension directed by the District exceeds sixty (60) or more consecutive calendar days and such suspension is not caused in whole or in part by the neglect or fault of the Program Manager or any District approved Sub-Consultant or Program Manager's breach of this Agreement, upon resumption of the Basic Services, the PM Contract Price shall be subject to adjustment to reflect actual costs and expenses incurred by the Program Manager as a direct and sole result of the suspension directed by the District.

ARTICLE 9. MISCELLANEOUS

- 9.1. Conflicts of Interest Prohibited. The Program Manager shall not be permitted to submit proposals or otherwise seek contracts for the following services to be procured by the District in connection with the Projects: Architect; Project Inspector or Test/Inspection services. If the Program Manager identifies potential Architects, Project Inspector, Test/Inspection services or other Professional Consultants in connection with a Project

or the Building Program, the Program Manager shall affirmatively and unequivocally represent and warrant to the District that neither the Program Manager nor any person who holds any equity interest in Program Manager's organization is an former or current holder of any equity interest in the firm identified and that neither the Program Manager nor any holder of any equity interest in the Program Manager's organization has any financial interest in the firm identified.

- 9.2. Disclosure of Financial Interests. If required by the Laws (whether statutory, judicial or administrative), members of the Program Manager's organization providing or performing any of the Basic Services or authorized Additional Services hereunder who are required to comply, shall comply with the requirements of the Political Reform Act (Government Code §81000 et seq) and the financial disclosure requirements set forth in Government Code §87200 et seq.
- 9.3. Governing Law; Interpretation. This Agreement shall be governed and interpreted in accordance with the laws of the State of California in accordance with its fair meaning and not strictly for or against the District or Program Manager.
- 9.4. Non-Assignability. Neither Program Manager nor District shall assign rights or obligations hereunder without the prior written consent of the other, which consent may be withheld or granted in sole discretion of the Party requested to grant such consent.
- 9.5. Sub-Consultants. No portion of the Basic Services or authorized Additional Services shall be performed or provided by a Sub-Consultant to Program Manager unless Program Manager has previously notified the District in writing of the identity of a proposed Sub-Consultant, the tasks to be performed by the proposed Sub-Consultant and a description of the qualifications of the proposed Sub-Consultant for the tasks to be performed and the District has not objected to the proposed Sub-Consultant. Notwithstanding the District's consent to a Sub-Consultant proposed by Program Manager, the Program Manager is responsible and liable to the District for the consequences of the acts, errors, omissions or other conduct of a Sub-Consultant.
- 9.6. Authority. The individual(s) executing this Agreement on behalf of the District and Program Manager warrant and represent that she/he is authorized to execute this Agreement and bind the District and Program Manager to all terms hereof.
- 9.7. Notices. Notices, which Program Manager or the District are required or desire to serve on the other, shall be valid only if addressed to the other as set forth in the Agreement or modified by notice hereunder from time to time. Notices shall be effective only if by personal delivery requiring signature-acknowledging receipt or by United States Mail, Certified, Return Receipt Requested, First Class, postage fully pre-paid. Notices under this Agreement shall be addressed and delivered as follows:

If to the District:
 Dr. Robert Silverman
 Superintendent/President
 Victor Valley Community College District
 18422 Bear Valley Road
 Victorville, California 92395

If to the Program Manager
 Daniel Reich,
 Director Program Management
 gkkworks
 2355 Main Street, Suite 220
 Irvine, CA 92614

- 9.8. Program Manager Independent Contractor Status. In providing services under this Agreement, Program Manager shall be an independent contractor to the District. Neither the Program Manager nor its employees, officers, agents or representatives shall have any right or privilege as an employee of the District.
- 9.9. Disputes.
- 9.9.1. Continuation of Program Management Services. Except in the event of the District's failure to make undisputed payment of the Contract Price due the Program Manager, notwithstanding any disputes or disagreements between District and Program Manager arising out of or related in any manner to this Agreement, the rights/obligations hereunder, the Building Program and/or the Projects, the Program Manager shall continue to provide and perform Basic Services and authorized Additional Services pending a subsequent resolution of such disagreements or disputes.
- 9.9.2. Mandatory Mediation. All disputes, disagreements, claims and other matters in controversy between the Program Manager and the District arising out of or pertaining to this Agreement shall be submitted for resolution by non-binding mediation conducted under the auspices of the Judicial Arbitration and Mediation Services ("JAMS"), unless it is stipulated to go outside JAMS for mediation services. The commencement and completion of mediation proceedings pursuant to the foregoing is a condition precedent to either the District or the Program Manager commencing arbitration proceedings pursuant to Paragraph 9.9.3 below.
- 9.9.3. Arbitration. All claims, disputes or other matters in controversy between Program Manager and District arising out of or pertaining to this Agreement, the rights/obligations hereunder and/or the Project which are not fully resolved through the mandatory mediation set forth above shall be settled and resolved by binding arbitration conducted under the Office of Administrative Hearings Public Works Arbitration Program.
- 9.9.4. Program Manager Compliance with Government Code §900 et seq. The foregoing provisions relating to dispute resolution procedures notwithstanding, neither this Agreement nor such provisions shall be deemed to waive, limit or modify any requirements under Government Code §900 et seq. relating to the Program Manager's submission of claims to the District as a express condition precedent and prerequisite to filing a Demand for Arbitration, which shall be deemed a "claim" for money or damages under Government Code §900 et seq. The Program Manager's strict compliance with all applicable provisions of Government Code §900 et seq. in connection with any claim, dispute or other disagreement arising hereunder shall be an express condition precedent to the Program Manager's initiation of the binding arbitration procedures under Paragraph 9.9.3.
- 9.10. Severability. If any provision of this Agreement is deemed illegal, invalid unenforceable or void by any court of competent jurisdiction, such provision shall be deemed stricken

and deleted herefrom, but all remaining provisions will remain and continue in full force and effect.

- 9.11. Time. Time is of the essence to this Agreement. The time for performance of any obligation hereunder by either Party shall be extended only if performance of the obligation is delayed or prevented by the conduct of the other Party, acts of God, labor disturbances or other events outside of the control of the Parties.
- 9.12. Program Manager Work Product. The entire work product of Program Manager and its Sub-Consultants prepared or generated in connection with this Agreement is the property of the District. If the District exercises the right to terminate this Agreement pursuant to the terms hereof, upon request of the District, Program Manager shall assemble and transmit to the District all of the work product of the Program Manager and its Sub-Consultants generated, prepared, reviewed or compiled in connection with this Agreement and the Basic Services and authorized Additional Services hereunder. Upon request of the District, the Program Manager shall make available to the District for review and/or reproduction all work product completed or in progress at the time of such a request.
- 9.13. Marginal Headings; Interpretation. The titles of the various Articles are used for convenience of reference only and are not intended to, and shall in no way, enlarge or diminish the rights or obligations of the District or the Program Manager and shall have no effect upon the construction or interpretation of the Agreement. This Agreement shall be construed as a whole in accordance with their fair meaning and not strictly for or against the District or the Program Manager.
- 9.14. Successors and Assigns. Except as otherwise expressly provided herein, all terms, conditions and covenants of this Agreement shall be binding upon, and shall inure to the benefit of the District and the Program Manager and their respective heirs, representatives, successors-in-interest and assigns.
- 9.15. Cumulative Rights and Remedies; No Waiver. Duties and obligations set forth in this Agreement and rights and remedies available hereunder shall be in addition to and not in lieu of or otherwise a limitation or restriction of duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the District shall constitute a waiver of a right or remedy afforded it under the Agreement or at law nor shall such an action or failure to act constitute approval of or acquiescence in a breach hereunder, except as may be specifically agreed in writing.
- 9.16. Gender and Number. Whenever the context of the Agreement so require, the neuter gender shall include the feminine and masculine, the masculine gender shall include the feminine and neuter, the singular number shall include the plural and the plural number shall include the singular.
- 9.17. Definitions.
- 9.17.1. Design Documents. The Drawings, Specifications, calculations and other work product and Instruments of Service prepared by or on behalf of the Architect for a Project. Design Documents include surveys, soils reports and other documents prepared for a Project by a licensed Architect or registered Engineer, whether under contract to the Architect or District.
- 9.17.2. Submittals. Shop Drawings, Product Data or Samples prepared or provided by a Trade Contractor or a Subcontractor to a Trade Contractor or suppliers

illustrating some portion of the work of the Project.

- 9.17.3. Project Budget. The Project Budget is the total costs allocated by the District for design, bidding and construction of a Project inclusive of the fees and costs of the Architect, Contractor, Professional Consultants, and the costs of furniture, furnishing and/or equipment for the Project which is included in the scope of the construction of the Project. The Project Budget excludes the fees, costs or expenses of the Program Manager. The Project Budgets established by the District may be modified by the District from time-to-time.
- 9.17.4. Construction Costs. The costs of labor, materials, equipment (inclusive of the Contractors' administrative costs/profit) necessary to complete construction of a Project.
- 9.17.5. Project Schedule. The Project Schedule is a written or graphic description prepared to show the various activities necessary to complete Project construction, and the sequencing of such activities.
- 9.17.6. Laws. References to "the Laws" in this Agreement shall be deemed references to: (i) all applicable laws, ordinances, codes, rules and/or regulations of any federal, state, regional or local agency with jurisdiction over any portion of a Project; and (ii) judicial and administrative decisions, opinions or other similar rulings.

- 9.18. Entire Agreement. This Agreement, the RFP, RFP Response and the Exhibit A Rate Schedule attached hereto constitute the entire agreement and understanding between the District and Program Manager concerning the subject matter hereof, replacing and superseding all prior agreements or negotiations, whether written or oral. No term or condition of this Agreement shall be modified or amended except by writing mutually executed by individuals authorized to do so on behalf of Program Manager and the District. In the event of conflict or inconsistency between the terms of this Agreement and the RFP Response, the terms of this Agreement shall govern and control.

IN WITNESS WHEREOF, the District and Program Manager have executed this Agreement as of the effective as of the date set forth above.

"District"

Victor Valley Community College District

"Program Manager"

gkkworks

By: _____

By: _____

Title _____

Title _____

Date: _____

Date: _____


VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM

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

TOPIC: BOND: ESTABLISHMENT OF NEW FUNDS

SUBMITTED BY: Mary Pringle, Fiscal Services

RECOMMENDED BY: GH Javaheripour  _____

APPROVED BY: Robert Silverman  _____

Description/Background:

The district wishes to establish two new funds pursuant to the passing of the bond measure in November 2008.

The *Revenue Bond Construction Fund* is the fund designated in Education Code Section 81961 for the deposit of proceeds from the sale of all community college revenue bonds authorized under the provisions of Education Code Section 81901. Such deposits are used to meet the costs of acquisition or construction and all expenses of authorized projects.

The second fund, the *Revenue Bond Project Fund* is used as the operating fund once the project has been acquired or constructed.

Need:

California Education Code mandates the creation of these funds to track the use of the revenue bonds.

Fiscal Impact: None

Recommended Action:

The district recommends that the Board of Trustees approve the establishment of the *Revenue Bond Construction Fund* and the *Revenue Bond Project Fund*.

Legal Review: YES ___ NOT APPLICABLE X ___

Reference for Agenda: YES X NO ___

SAN BERNARDINO COUNTY SUPERINTENDENT OF SCHOOLS
DISTRICT FINANCIAL SERVICES

REQUEST FOR NEW FUND/RESOURCE/SUB-FUND

District : VICTOR VALLEY COMMUNITY COLLEGE DISTRICT Date: 2/10/09

District Contact : Mary Pringle Phone: (760) 245-4271, X 2450

Authorized Agent Signature: _____

REQUEST FOR FUND/SUB-FUND REQUEST TO CLOSE FUND/SUB FUND

Attached is Board Certification requesting the establishment or closure of a project, fund (sub-fund).

Fund **REVENUE BOND CONSTRUCTION FUND** # **42** Date: **2/10/09**
 Sub-Fund _____ # _____ Date: _____

To Close Fund Fund balance and cash must equal zero			
Interfund Transfer Closing Balances	to	Fund# _____	Ref # _____
Residual Interest to be transferred	to	Fund# _____	
If Balance is zero attach screen dump of On-line Cash			
District Financial Services:			
Processed Interfund	Date _____	BY _____	
Field Definition Notated	Date _____	BY _____	
Complete Fund Closure	FAS () Schools ()	Date _____	By _____
Business Advisory Services:			
Request to Redirect Interest Sent	Date _____	BY _____	
Conversion Charts Updated	Deposit ()	BY _____	
	Property Tax ()	BY _____	
	Interest ()	BY _____	

If Sub-Fund is State School Building Program in Funds 30 or 35 – Must attach

- Final accounting Review of Project Financing and Expenditures
- Confirmation Letter of Audit Completion
- If Closing Fund 30 to Fund 35 Project Processing Declaration Form

REQUEST FOR FEDERAL RESOURCE
 Attached is Grant/Entitlement Letter or Application identifying New Resource

Name: _____ PCA # _____
BAS ONLY
 State Title: _____
 Abbreviation: _____

Business Advisory Services	
# Assigned	Initials
Yes	NO
() ()	Range
() ()	Combos
Date	DFS

REQUEST FOR STATE RESOURCE
 Attached is Grant/Entitlement Letter or Application identifying New Resource

Name: _____ PCA # _____
BAS ONLY
 State Title: _____
 Abbreviation: _____

Business Advisory Services	
# Assigned	Initials
Yes	NO
() ()	Range
() ()	Combos
Date	DFS

SAN BERNARDINO COUNTY SUPERINTENDENT OF SCHOOLS
DISTRICT FINANCIAL SERVICES

REQUEST FOR NEW FUND/RESOURCE/SUB-FUND

District : VICTOR VALLEY COMMUNITY COLLEGE DISTRICT Date: 2/10/09

District Contact : Mary Pringle Phone: (760) 245-4271, X 2450

Authorized Agent Signature: _____

REQUEST FOR FUND/SUB-FUND

REQUEST TO CLOSE FUND/SUB FUND

Attached is Board Certification requesting the establishment or closure of a project, fund (sub-fund).

Fund REVENUE BOND PROJECT FUND # 44 Date: 2/10/09
Sub-Fund _____ # _____ Date: _____

To Close Fund Fund balance and cash must equal zero			
Interfund Transfer Closing Balances	to	Fund#	Ref #
Residual Interest to be transferred	to	Fund#	
If Balance is zero attach screen dump of On-line Cash			
District Financial Services:			
Processed Interfund	Date	BY	
Field Definition Notated	Date	BY	
Complete Fund Closure	FAS () Schools ()	Date	By
Business Advisory Services:			
Request to Redirect Interest Sent	Date	BY	
Conversion Charts Updated	Deposit ()	BY	
	Property Tax ()	BY	
	Interest ()	BY	

If Sub-Fund is State School Building Program in Funds 30 or 35 – Must attach

- Final accounting Review of Project Financing and Expenditures
- Confirmation Letter of Audit Completion
- If Closing Fund 30 to Fund 35 Project Processing Declaration Form

REQUEST FOR FEDERAL RESOURCE

Attached is Grant/Entitlement Letter or Application identifying New Resource

Name: _____ PCA # _____
BAS ONLY
State Title:
Abbreviation:

Business Advisory Services	
# Assigned	Initials
Yes	NO
() ()	Range
() ()	Combos
Date	DFS

REQUEST FOR STATE RESOURCE

Attached is Grant/Entitlement Letter or Application identifying New Resource

Name: _____ PCA # _____
BAS ONLY
State Title:
Abbreviation:


Business Advisory Services	
# Assigned	Initials
Yes	NO
() ()	Range
() ()	Combos
Date	DFS

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

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

TOPIC: 2007 – 2008 FINANCIAL AUDIT

SUBMITTED BY: Mary Pringle, Fiscal Services

RECOMMENDED BY: G.H. Javaheripour 

APPROVED BY: Robert Silverman 

Description/Background:

The Messner & Hadley Certified Public Accountancy firm of Victorville has completed the 2007-2008 financial audit. This report is unqualified which means that the college has received a clean bill of health and no control deficiencies or material weaknesses have been noted.

Need:

State mandate

Fiscal Impact: None

Recommended Action:

It is recommended the Board of Trustees accept the 2007-2008 audit as presented.

Legal Review: YES ___ NOT APPLICABLE X ___

Reference for Agenda: YES X ___ NO ___

Victor Valley Community College District

Statement of Net Assets
June 30, 2008

ASSETS

Current assets:

Cash and cash equivalents	\$ 13,673,255
Accounts receivable	6,733,535
Internal balances	657,827
Stores inventory	1,677,841
Other assets	<u>19,393</u>

Total current assets 22,761,851

Non-current assets:

Investments	32,065,326
Fixed assets, net	<u>77,017,745</u>

Total non-current assets 109,083,071

TOTAL ASSETS

\$ 131,844,922

LIABILITIES

Current liabilities:

Current liabilities	\$ 5,580,148
Deferred revenue	431,200
Current portion of long-term debt	<u>1,058,493</u>

Total current liabilities 7,069,841

Non-current liabilities

64,136,629

TOTAL LIABILITIES

71,236,469

NET ASSETS

Invested in capital assets	16,639,505
Restricted	757,443
Unrestricted	<u>43,211,505</u>

TOTAL NET ASSETS

60,608,453

TOTAL LIABILITIES AND NET ASSETS

\$ 131,844,922

The accompanying notes are an integral part of these financial statements.

Victor Valley Community College District

Statement of Revenues, Expenses, and Changes in Net Assets
For the Year Ended June 30, 2008

OPERATING REVENUES	\$ 3,076,552
Tuition and fees	17,838,481
Grants and contracts	6,189,318
Federal	2,101,562
State	4,786,761
Local	<u>33,992,674</u>
Auxiliary enterprise sales and charges	33,992,674
Total Operating Revenues	<u>33,992,674</u>
OPERATING EXPENSES	37,708,719
Salaries	9,183,269
Benefits	15,294,601
Payments to students	1,385,354
Supplies and materials	10,777,176
Other services and operating expenses	<u>2,920,263</u>
Depreciation	<u>77,269,382</u>
Total Operating Expenses	<u>77,269,382</u>
OPERATING INCOME/(LOSS)	(43,276,708)
NON-OPERATING REVENUES/(EXPENSES)	35,328,052
State apportionments, non-capital	8,330,192
Local property taxes	180,692
State taxes and other revenues	3,412,861
Investment income - non-capital	(1,978,255)
Interest expense - capital asset-related debt	2,535,798
Other non-operating revenues	<u>(723,288)</u>
Other non-operating expenses	<u>47,086,052</u>
Total non-operating revenues	<u>47,086,052</u>
Income Before Other Revenues, Expenses, Gains, or Losses	3,809,344
State apportionments, capital	<u>10,978,183</u>
CHANGE IN NET ASSETS	14,787,527
NET ASSETS	45,820,926
Net Assets - Beginning	<u>45,820,926</u>
Net Assets - Ending	<u>\$ 60,608,453</u>

The accompanying notes are an integral part of these financial statements.

Victor Valley Community College District

Statement of Cash Flows
For the Year Ended June 30, 2008

Cash Flows from Operating Activities	\$ 2,997,806
Tuition and fees	29,891,709
Grants and contracts	(12,153,782)
Payments to suppliers	(46,848,249)
Payments to/on-behalf of employees	(15,323,673)
Student loans/grants	4,728,031
Auxiliary enterprise sales and charges	1,419,059
Other receipt (payments)	
	<u>(35,289,099)</u>
Net cash provided by (used in) operating activities	
Cash Flows from Non-Capital Financing Activities	34,961,862
State apportionments and receipts	6,631,814
Property taxes	1,547,539
Other receipts (payments)	
	<u>43,141,215</u>
Net cash provided by (used in) non-capital financing activities	
Cash Flows from Capital Financing Activities	10,978,183
State apportionments for capital purposes	(21,451,604)
Purchases of capital assets	(2,083,146)
Interest paid on capital debt	(1,413,792)
Principal paid on capital debt	76,457
Local property taxes and other revenues for capital purposes	
	<u>(13,893,902)</u>
Net cash provided by (used in) capital financing activities	
Cash Flows from Investing Activities	8,414,769
Proceeds from sales and maturities of investments	3,234,454
Interest on investments	
	<u>11,649,223</u>
Net cash provided by (used in) investing activities	
NET DECREASE IN CASH AND CASH EQUIVALENTS	5,801,437
CASH AND CASH EQUIVALENTS	<u>7,865,818</u>
Beginning of year	
End of year	<u><u>\$ 13,673,255</u></u>

The accompanying notes are an integral part of these financial statements.

Victor Valley Community College District

Statement of Cash Flows
For the Year Ended June 30, 2008

Reconciliation of operating loss to cash used in operating activities

Operating loss	\$ (43,176,708)
Depreciation	2,920,263
Decrease in accounts receivable	4,996,426
Increase in inventory	(772,805)
Decrease in other assets	117,859
Increase in accounts payable	796,220
Decrease in deferred revenue	<u>(70,354)</u>
Net cash used in operating activities	<u><u>\$ (35,289,099)</u></u>

The accompanying notes are an integral part of these financial statements.

Victor Valley Community College District

Statement of Fiduciary Net Assets and Changes in Fiduciary Net Assets
For the Year Ended June 30, 2008

	<u>Student Body Center Fee Fund</u>	<u>Health Trust Fund</u>	<u>Associated Student Body</u>	<u>Total</u>
ASSETS				
Cash and cash equivalents	\$ 15,862	\$ 61,981	\$ 172,721	\$ 250,564
Accounts receivable	1,944	838	2,148	4,930
TOTAL ASSETS	<u>\$ 17,806</u>	<u>\$ 62,819</u>	<u>\$ 174,869</u>	<u>\$ 255,494</u>
LIABILITIES				
Current liabilities	\$ 9,636	-	35,533	\$ 45,169
NET ASSETS				
Due to student groups	8,170	-	139,336	147,506
Due to employees	-	62,819	-	62,819
TOTAL NET ASSETS	<u>8,170</u>	<u>62,819</u>	<u>139,336</u>	<u>210,325</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 17,806</u>	<u>\$ 62,819</u>	<u>\$ 174,869</u>	<u>\$ 255,494</u>

	<u>Student Body Center Fee Fund</u>	<u>Health Trust Fund</u>	<u>Associated Student Body</u>	<u>Total</u>
OPERATING REVENUE				
Fees and receipts	\$ 95,743	\$ 43,506	\$ 166,771	\$ 306,020
OPERATING EXPENSE				
Services and activities	95,743	-	137,921	233,664
CHANGE IN NET ASSETS				
NET ASSETS	-	43,506	29,750	73,256
Net Assets - Beginning	8,170	19,313	109,586	137,069
Net Assets - Ending	<u>\$ 8,170</u>	<u>\$ 62,819</u>	<u>\$ 139,336</u>	<u>\$ 210,325</u>

The accompanying notes are an integral part of these financial statements.


VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM

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

TOPIC: AGREEMENT – ASERA LLC

SUBMITTED BY: Mary Pringle, Fiscal Services

RECOMMENDED BY: GH Javaheripour 

APPROVED BY: Robert Silverman 

Description/Background:

The district desires to enter into an agreement with Asera LLC to provide services in connection with the District's renewable energy conservation, generation, and technology development program.

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

Need:

Asera LLC will provide the District with expertise regarding renewable energy conservation, generation, and technology development program.

Fiscal Impact: Budgeted item from bond proceeds, not to exceed \$60,000

Recommended Action:

It is recommended the Board of Trustees approve the agreement with Asera LLC to provide services in connection with the District's renewable energy conservation, generation, and technology development program.

Legal Review: YES X NOT APPLICABLE ___

Reference for Agenda: YES X NO ___

CONSULTING AGREEMENT

This Consulting Agreement, dated effective February 1, 2009 (this "Agreement"), is made and entered into by and among Victor Valley Community College, a campus of the California Community College System located at 18422 Bear Valley Road, Victorville, CA 92395 (the "Company") and Asera, LLC, a California Limited Liability Company, located at 164 Robles Drive PMB 252, Vallejo, CA 94591, (the "Consultant").

ARTICLE I - SCOPE OF WORK

1.1 Services - The Company has engaged Consultant to provide services in connection with the Company's renewable energy conservation, generation, and technology development program. Consultant will provide professional services related to the planning, review, implementation, research and development of the Company's renewable energy and clean technology programs, and such other services as requested by the Company's President/Superintendent related to academic curriculum, skills training, and career paths in the renewable energy industry.

1.2 Time and Availability - Consultant will devote up to 40 hours per month in performing the services for the Company as stated herein. Consultant shall have discretion in selecting the dates and times it performs such consulting services throughout the month giving due regard to the needs of the Company's business.

1.3 Confidentiality - In order for Consultant to perform the consulting services, it may be necessary for the Company to provide Consultant with Confidential Information (as defined below) regarding the Company's business and products. The Company will rely heavily upon Consultant's integrity and prudent judgment to use this information only in the best interests of the Company.

1.4 Standard of Conduct - In rendering consulting services under this Agreement, Consultant shall conform to high professional standards of work and business ethics. Consultant shall not use time, materials, or equipment of the Company without the prior written consent of the Company. In no event shall Consultant take any action or accept any assistance or engage in any activity that would result in any university, governmental body, research institute or other person, entity or organization acquiring any rights of any nature in the results of work performed by or for the Company.

1.5 Outside Services - Consultant shall not use the service of any other person, entity or organization in the performance of Consultant's duties without the prior written consent of an officer of the Company. Should the Company consent to the use by Consultant of the services of any other person, entity or organization, no information regarding the services to be performed under this Agreement shall be disclosed to that person, entity or organization until such person, entity or organization has executed an agreement to protect the confidentiality of the Company's

Confidential Information and the Company's absolute and complete ownership of all right, title and interest in the work performed under this Agreement.

1.6 Reports - Consultant shall periodically provide the Company with written reports of his observations and conclusions regarding the consulting services. Upon the termination of this Agreement, Consultant shall, upon the request of Company, prepare a final report of Consultant's activities.

ARTICLE 2 - INDEPENDENT CONTRACTOR

2.1 Independent Contractor - Consultant is an independent contractor and is not an employee, partner, or co-venturer of, or in any other service relationship with, the Company. The manner in which Consultant's services are rendered shall be within Consultant's sole control and discretion. Consultant is not authorized to speak for, represent, or obligate the Company in any manner without the prior express written authorization from an officer of the Company. The Consultant will work under the direction of the President/Superintendent of the Company.

2.2 Taxes - Consultant shall be responsible for all taxes arising from compensation and other amounts paid under this Agreement, and shall be responsible for all payroll taxes and fringe benefits of Consultant's employees. Neither federal, nor state, nor local income tax, nor payroll tax of any kind, shall be withheld or paid by the Company on behalf of Consultant or its employees. Consultant understands that it is responsible to pay, according to law, Consultant's taxes and Consultant shall, when requested by the Company, properly document to the Company that any and all federal and state taxes have been paid.

2.3 Benefits - Consultant and Consultant's employees will not be eligible for, and shall not participate in, any employee pension, health, welfare, or other fringe benefit plan, of the Company. No workers' compensation insurance shall be obtained by Company covering Consultant or Consultant's employees.

ARTICLE 3 - COMPENSATION FOR CONSULTING SERVICES

3.1 Compensation - The Company shall pay the Consultant \$250 per hour for services rendered to the Company under this Agreement. Upon execution of this Agreement, the Company shall advance to the Consultant a retainer fee of \$5,000. The Consultant will thereafter invoice the Company monthly not to exceed 40 hours per month through the term of the Agreement. Consulting fees will be paid by the Company within 15 days of receipt of Invoices. (40 hours/mo x \$250/hour = \$10,000/mo x 6 months = \$60,000)

3.2 Reimbursement - The Company agrees to reimburse Consultant for all actual reasonable and necessary expenditures, which are directly related to the consulting services. These expenditures include, but are not limited to, expenses related to travel (i.e. airfare, hotel, temporary housing, meals, parking, taxis, mileage, etc.), telephone calls, and postal expenditure. Expenses incurred by Consultant will be reimbursed by the Company within 15 days of receipt of the Consultant's Invoice.

ARTICLE 4 - TERM AND TERMINATION

4.1 **Term** - This Agreement shall be effective as of February 1, 2009, and shall continue in full force and effect for 6 consecutive months. The Company and Consultant may negotiate to extend the term of this Agreement and the terms and conditions under which the relationship shall continue.

4.2 **Termination** - The Company may terminate this Agreement for "Cause," after giving Consultant written notice of the reason. Cause means: (1) Consultant has breached the provisions of Article 5 or 7 of this Agreement in any respect, or materially breached any other provision of this Agreement and the breach continues for 30 days following receipt of a notice from the Company.

4.3 **Responsibility upon Termination** - Any equipment provided by the Company to the Consultant in connection with or furtherance of Consultant's services under this Agreement, including, but not limited to, computers, laptops, and personal management tools, shall, immediately upon the termination of this Agreement, be returned to the Company.

4.4 **Survival** - The provisions of Articles 5, 6, 7 and 8 of this Agreement shall survive the termination of this Agreement and remain in full force and effect thereafter.

ARTICLE 5 - CONFIDENTIAL INFORMATION

5.1 **Obligation of Confidentiality** - In performing consulting services under this Agreement, Consultant may be exposed to and will be required to use certain "Confidential Information" (as hereinafter defined) of the Company. Consultant agrees that Consultant will not and Consultant's employees, agents or representatives will not, use, directly or indirectly, such Confidential Information for the benefit of any person, entity or organization other than the Company, or disclose such Confidential Information without the written authorization of the President of the Company, either during or after the term of this Agreement, for as long as such information retains the characteristics of Confidential Information.

5.2 **Definition** - "Confidential Information" means information, not generally known, and proprietary to the Company or to a third party for whom the Company is performing work, including, without limitation, information concerning any patents or trade secrets, confidential or secret designs, processes, formulae, source codes, plans, devices or material, research and development, proprietary software, analysis, techniques, materials or designs (whether or not patented or patentable), directly or indirectly useful in any aspect of the business of the Company, any vendor names, customer and supplier lists, databases, management systems and sales and marketing plans of the Company, any confidential secret development or research work of the Company, or any other confidential information or proprietary aspects of the business of the Company. All information which Consultant acquires or becomes acquainted with during the period of this Agreement, whether developed by Consultant or by others, which Consultant has a reasonable basis to believe to be Confidential Information, or which is treated by the Company as being Confidential Information, shall be presumed to be Confidential Information.

5.3 Property of the Company - Consultant agrees that all plans, manuals and specific materials developed by the Consultant on behalf of the Company in connection with services rendered under this Agreement, are and shall remain the exclusive property of the Company. Promptly upon the expiration or termination of this Agreement, or upon the request of the Company, Consultant shall return to the Company all documents and tangible items, including samples, provided to Consultant or created by Consultant for use in connection with services to be rendered hereunder, including without limitation all Confidential Information, together with all copies and abstracts thereof.

ARTICLE 6 - RIGHTS AND DATA

6.1 Data - All drawings, models, designs, formulas, methods, documents and tangible items prepared for and submitted to the Company by Consultant in connection with the services rendered under this Agreement shall belong exclusively to the Company and shall be deemed to be works made for hire (the "Deliverable Items"). To the extent that any of the Deliverable Items may not, by operation of law, be works made for hire, Consultant hereby assigns to the Company the ownership of copyright or mask work in the Deliverable Items, and the Company shall have the right to obtain and hold in its own name any trademark, copyright, or mask work registration, and any other registrations and similar protection which may be available in the Deliverable Items. Consultant agrees to give the Company or its designees all assistance reasonably required to perfect such rights.

ARTICLE 7 - CONFLICT OF INTEREST AND NON-SOLICITATION

7.1 Conflict of Interest - Consultant covenants and agrees not to consult or provide any services in any manner or capacity to a direct competitor of the Company during the duration of this Agreement unless express written authorization to do so is given by the Company's President.

7.2 Non-Solicitation - Consultant covenants and agrees that during the term of this Agreement, Consultant will not, directly or indirectly, through an existing corporation, unincorporated business, affiliated party, successor employer, or otherwise, solicit, hire for employment or work with, on a part-time, consulting, advising or any other basis, other than on behalf of the Company any employee or independent contractor employed by the Company while Consultant is performing services for the Company.

ARTICLE 8 - RIGHT TO INJUNCTIVE RELIEF

Consultant acknowledges that the terms of Articles 5, 6, and 7 of this Agreement are reasonably necessary to protect the legitimate interests of the Company, are reasonable in scope and duration, and are not unduly restrictive. Consultant further acknowledges that a breach of any of the terms of Articles 5, 6, or 7 of this Agreement will render irreparable harm to the Company, and that a remedy at law for breach of the Agreement is inadequate, and that the Company shall therefore be entitled to seek any and all equitable relief, including, but not limited to, injunctive relief, and to any other remedy that may be available under any applicable law or agreement between the parties. Consultant acknowledges that an award of damages to the Company does not preclude a court from ordering injunctive relief. Both damages and injunctive relief shall be proper modes of relief and are not to be considered as alternative remedies.

ARTICLE 9 - GENERAL PROVISIONS

9.1 Construction of Terms - If any provision of this Agreement is held unenforceable by a court of competent jurisdiction, that provision shall be severed and shall not affect the validity or enforceability of the remaining provisions.

9.2 Governing Law - This Agreement shall be governed by and construed in accordance with the internal laws of the State of California.

9.3 Complete Agreement - This Agreement constitutes the complete agreement and sets forth the entire understanding and agreement of the parties as to the subject matter of this Agreement and supersedes all prior discussions and understandings in respect to the subject of this Agreement, whether written or oral.

9.4 Dispute Resolution - If there is any dispute or controversy between the parties arising out of or relating to this Agreement, the parties agree that such dispute or controversy will be arbitrated in accordance with proceedings under American Arbitration Association rules, and such arbitration will be the exclusive dispute resolution method under this Agreement. The decision and award determined by such arbitration will be final and binding upon both parties. All costs and expenses, including reasonable attorney's fees and expert's fees, of all parties incurred in any dispute which is determined and/or settled by arbitration pursuant to this Agreement will be borne by the party determined to be liable in respect of such dispute; provided, however, that if complete liability is not assessed against only one party, the parties will share the total costs in proportion to their respective amounts of liability so determined. Except where clearly prevented by the area in dispute, both parties agree to continue performing their respective obligations under this Agreement until the dispute is resolved.

9.5 Modification - No modification, termination or attempted waiver of this Agreement, or any provision thereof, shall be valid unless in writing signed by the party against whom the same is sought to be enforced.

9.6 Waiver of Breach - The waiver by a party of a breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any other or subsequent breach by the party in breach.

9.7 Successors and Assigns - This Agreement may not be assigned by either party without the prior written consent of the other party; provided, however, that the Agreement shall be assignable by the Company without Consultant's consent in the event the Company is acquired by or merged into another corporation or business entity. The benefits and obligations of this Agreement shall be binding upon and inure to the parties hereto, their successors and assigns.

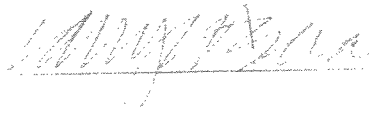
9.8 No Conflict - Consultant warrants that Consultant has not previously assumed any obligations inconsistent with those undertaken by Consultant under this Agreement.

IN WITNESS WHEREOF, this Agreement is executed as of the date set forth above.

VICTOR VALLEY COLLEGE

ASERA, LLC

By: Dr. Robert Silverman, Ph.D.



By: Larry L. Asera

Its: Superintendent/President

Its: President

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM

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

TOPIC: PUBLIC HEARING FOR AFT INITIAL NEGOTIATIONS PROPOSAL TO DISTRICT FOR 2008/2009 REOPENERS

SUBMITTED BY: AFT-PTFU

RECOMMENDED BY: Fusako Yokotobi *Fusako Yokotobi*

APPROVED BY: Robert Silverman *RS*

Description/Background:

The AFT-PTFU requests that the Board of Trustees conduct a public hearing to provide the opportunity for comments on its initial proposal to the district as listed.

1. The board president declares the hearing open
2. The public may comment on the initial proposal
3. The board president declares the hearing closed

Need:

The AFT-PTFU wishes to sunshine and reopen the articles listed on the attachment.

Fiscal Impact: None

Recommended Action:

It is recommended that the Board of Trustees hold a public hearing on AFT's initial proposal to the district as listed.

Legal Review: YES ___ NOT APPLICABLE X

Reference for Agenda: YES X NO ___

November 11, 2008

To: Victor Valley College District Board of Trustees

From: AFT Part Time Faculty United

Re: Reopening contract articles for renegotiation

Members of the Board: As part of our ongoing negotiations with the district administration, for this fall semester 2008, AFT Part Time Faculty United wishes first to reopen Article 2 – Recognition, specifically 2.2.1: to change the 60% rule for maximum part time teacher load to 67% to accommodate the change in the law. Our second choice to reopen is Article 9 – Workload, specifically 9.3: to change minimum class size from 22 to 20, to agree with the full time faculty workload per class minimum of 20.

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

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

TOPIC: MANAGEMENT APPOINTMENT, DIRECTOR OF EVENING OPERATIONS, INSTRUCTIONAL SUPPORT PROGRAMS

SUBMITTED BY: Fusako Yokotobi *Fusako Yokotobi*

RECOMMENDED BY: Fusako Yokotobi *Fusako Yokotobi*

APPROVED BY: Robert Silverman *RS*

Description/Background:

Recruitment for the position of Director of Evening Operations, Instructional Support Programs, has been completed, and it is recommended that Timothy Johnston be given a contract, beginning on or after February 11, 2009.

Fiscal Impact: Range 18 on the Management Salary Schedule, \$7,235 per month plus benefits

Recommended Action: It is recommended that the Board of Trustees approve the appointment as listed.

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

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

BOARD OF TRUSTEES OF THE
VICTOR VALLEY COMMUNITY COLLEGE DISTRICT

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

Date of Offer: February 11, 2009

The Board of Trustees of the Victor Valley Community College District offers you employment in the position of Director of Evening Operations, Instructional Support Programs for the period commencing February 11, 2009 and ending on June 30, 2010. This offer of employment is valid for ten (10) calendar days from the date of offer specified above. Your failure to accept this offer and to enter into this contract within the ten-day period will result either in the offer expiring, or, if you are employed, will result in your employment as an administrator being at-will at the pleasure of the Board of Trustees, pursuant to Section 72411.5 of the Education Code.

This contract expires on June 30, 2010 and is not subject to automatic re-employment pursuant to subsection 'c' of Section 72411 of the Education Code.

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

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

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

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

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

BOARD OF TRUSTEES OF THE VICTOR VALLEY COMMUNITY COLLEGE DISTRICT

By _____
Robert Silverman, Ph.D., Superintendent President

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

_____ Date _____
Timothy Johnston

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

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

TOPIC: REVISED MANAGEMENT POSITION AND JOB DESCRIPTION—
CHIEF, CAMPUS POLICE

SUBMITTED BY: Fusako Yokotobi *Fusako Yokotobi*

RECOMMENDED BY: Fusako Yokotobi *Fusako Yokotobi*

APPROVED BY: Robert Silverman *RS*

Description/Background:

The job duties of Chief, Campus Police have been reviewed, and an updated job description has been developed. The updated job description is attached and is recommended for board approval.

Need: Updated job description needed.

Fiscal Impact: Level 19 of the Management Salary Schedule, \$7992--\$10214/month, plus benefits

Recommended Action: It is recommended that the Board of Trustees approve the updated job description and placement on the management salary schedule as listed.

Legal Review: YES ___ NOT APPLICABLE X

Reference for Agenda: YES X NO ___

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT

CLASS TITLE: CHIEF, CAMPUS POLICE

BASIC FUNCTION:

Under the direction of Superintendent/President or designee, plan, organize, direct and administer a District-wide police, public safety program and parking services, compatible with the needs of the campus community and District objectives and goals; provide leadership for and ensure that Campus Police policies, procedures, practices, services, and programs are appropriate and responsive to a well-established college campus community; responsible for the District Emergency Disaster Preparedness Program; serve as liaison between the District and local law enforcement agencies in police matters involving the campus community; make criminal arrests and conduct criminal investigations; serve as an arm of the criminal justice system; supervise, train and evaluate the performance of assigned staff.

REPRESENTATIVE DUTIES:

Lead, plan, organize, supervise, manage, command and evaluate all areas of Campus Police for effectiveness and efficiency, including the implementation and enforcement of the directives, procedures, and activities of the Campus Police Department.

Plan, organize, direct and administer a District-wide police, public safety program and parking services, compatible with the needs of the campus community and District objectives and goals. *E*

Anticipate, prevent, and resolve problems and conflicts under area of supervision.

Serve as liaison between the District and local law enforcement agencies, the FBI, and District Attorney's office in police matters involving the campus community; make criminal arrests and conduct criminal investigations. *E*

Develop and recommend policies and procedures to facilitate District police and public safety program objectives in accordance with federal and state requirements; maintain current knowledge of federal, state and local laws and requirements applicable theory, legislation, court decisions and trends for college police department and related functions; develop and implement a variety of District-wide public safety programs. *E*

Select, train, supervise, assign and evaluate the performance of police and public safety personnel; provide technical direction and guidance. *E*

Plan, implement and administer an on-going program of continuous campus-wide surveillance assuring the protection of lives and property; advise students regarding restraining orders and implement procedures necessary for enforcing restraining orders. *E*

Inform District administration of security and safety problems as they arise and propose

CLASS TITLE: CHIEF, CAMPUS POLICE – continued

solutions as required; advise appropriate administrator of student discipline matters and prepare necessary reports; interview and inform involved students of discipline matters. *E*

Develop, monitor accounts for, and maintain Campus Police-related revenue sources; prepare and monitor security program budget; prepare and maintain appropriate fiscal and operating records; prepare a variety of other records and reports as required to assure the accountability of District security services. *E*

Plan, organize, direct and administer a district wide plan to provide parking accommodations for faculty, staff, students, visitors, and guests of the district; enforce traffic laws and issue citations. *E*

Serve as a member of various committees and other groups as needed to facilitate and promote District security services. *E*

Assist health personnel with public health problems and services and coordinate District security services; deliver/serve confidential district documents as required. *E*

Plan, organize, direct and administer the District Emergency Disaster Preparedness Program, in cooperation with assigned departments. *E*

Perform related duties as assigned.

KNOWLEDGE AND ABILITIES:

KNOWLEDGE OF:

District-wide police, public safety programs and parking services goals and objectives.
Policies and procedures to facilitate District police and public safety objectives.

Methods, practices and procedures necessary to prepare, monitor and maintain police and public safety program budget and appropriate fiscal records and reports.

Law enforcement legal mandates and practices such as P.O.S.T. standards (Peace Officer Standards and Training)

Laws relating to youth, juveniles, and college students and laws pertaining to school, college, and university mandated crime reporting.

Penal and Civil law.

Proper techniques for evidence gathering, handling, documentation and preservation.

Techniques used for conducting a criminal investigation.

District organization, operations, policies and objectives

Principles and practices of administration, supervision and training.

Record keeping techniques.

Oral and written communication skills.

CLASS TITLE: CHIEF, CAMPUS POLICE – continued

Personal computer software operations and data entry techniques.
Current legislation and regulations appropriate to a college police department.

ABILITY TO:

Plan, develop, assess, improve, organize, direct and administer District-wide police and public safety program assuring protection of lives and property.
Serve as liaison between District local law enforcement agencies, the FBI and District Attorney's office in police matters involving the campus community.
Train, supervise, and evaluate assigned staff and police and public safety personnel.
Make criminal arrests and conduct criminal investigations.
Plan, organize, direct and administer district wide plan to provide parking accommodations for faculty, staff, students and visitors.
Plan, organize, direct and administer district wide emergency disaster preparedness program.
Cope with law violation situations and suspects.
Gather, handle, document and preserve evidence.
Prepare, monitor and maintain security program budget.
Prepare a variety of reports and records required to assure accountability of District security needs.
Communicate effectively with others both verbally and in writing.
Exercise initiative and independent judgment.
Work variable hours, including evenings and weekends, as needed.
Operate a personal computer to enter data, maintain records and generate reports.
Maintain current knowledge of program rules, regulations, requirements and restrictions.
Analyze situations accurately and adopt an effective course of action.
Read, interpret, understand, apply and explain rules, regulations, policies and procedures.
Observe health and safety regulations.
Establish and maintain cooperative and effective working relationships with others, including those from diverse academic, socioeconomic, cultural, ethnic and disability backgrounds.

EDUCATION AND EXPERIENCE:

Any combination equivalent to: master's degree and four years of experience as a peace officer, OR bachelor's degree and six years experience as a peace officer, OR associate's degree and nine years of experience as a peace officer, OR forty five semester units from an accredited institution and nine years of experience as a peace officer plus forty five California Post approved training points, OR thirty semester units from an accredited institution and twelve years of experience as a peace officer plus thirty California Post approved training points; must be

CLASS TITLE: CHIEF, CAMPUS POLICE – continued

supplemented by a minimum of five (5) years experience directly supervising law enforcement and must meet the requirements of government code 1031.

LICENSES AND OTHER REQUIREMENTS:

Completion of School Peace Officer Course 832.3 within one year from date employment commences.
Valid California Driver's License.
Valid First Aid Certificate and CPR Certificate issued by an authorized agency.
Possession of either a POST supervisory or management certificate.
A polygraph test may be required.

WORKING CONDITIONS:

ENVIRONMENT:

Office, indoor, and outdoor environment.
Driving from site to site to conduct work.
Adverse weather conditions.

PHYSICAL ABILITIES:

Heavy lifting (over 50 pounds).
Standing and walking for extended periods of time.
Climbing.
Bending at the waist.
Crawling.
Kneeling.
Reaching.
Pulling, pushing and carrying.
Climbing ladders.
Manual dexterity to operate computer keyboard, and other equipment.
Seeing to observe.

HAZARDS:

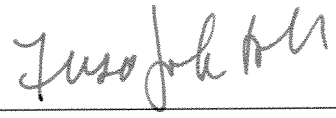
Works as a first respondent to all emergency events on campus; including fire, unruly individuals, earthquake damaged areas, etc.

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM

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

TOPIC: NEW MANAGEMENT POSITION AND JOB DESCRIPTION

SUBMITTED BY: Fusako Yokotobi



RECOMMENDED BY: Fusako Yokotobi _____

APPROVED BY: Robert Silverman _____

Description/Background:

Due to reorganization, the position of Executive Director of the Foundation will now assume additional duties reflected in the attached job description, Executive Director, Foundation/Institutional Advancement.

The following salary placement is recommended. These changes will result in the incumbent being placed on range 19, of the management salary schedule.

<u>Position Title</u>	<u>Recommended Grade Level</u>
Executive Director, Foundation/Institutional Advancement (Currently Executive Director of the Foundation)	19

Need:

Fiscal Impact: Range 19 on the Management Salary Schedule, \$9727 per month plus benefits.

Recommended Action: It is recommended that the Board of Trustees approve the new management position, job description and placement effective February 11, 2009.

Legal Review: YES ___ NOT APPLICABLE ___

Reference for Agenda: YES ___ NO ___

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT

**CLASS TITLE: EXECUTIVE DIRECTOR,
FOUNDATION/INSTITUTIONAL ADVANCEMENT**

BASIC FUNCTION:

Under general direction of the Superintendent/President and the Victor Valley Community College District Foundation Board of Directors, direct the Victor Valley Community College Foundation, Inc. and provide operational leadership, direction and management to marketing and public relations for the Victor Valley Community College District; assist the District and administer the Foundation to meet enrollment, resource, and advancement goals, serve as the Superintendent/President's liaison with the Foundation's Board of Directors; supervise the work of staff, including but not limited to, Foundation staff, (most of whom are funded by Foundation revenue); serve as one of the District's main representatives to the community to advance Victor Valley Community College District and the Foundation, and perform other related work as required.

DISTINGUISHING CHARACTERISTICS:

The Executive Director, Foundation/Institutional Advancement is distinguished by the requirement for working directly with the Foundation Board of Directors and other groups external to and in support of the College. The incumbent must understand and promote the connection between the Foundation/Institutional Advancement functions and student learning and institutional effectiveness outcomes.

ESSENTIAL FUNCTIONS:

Lead the Victor Valley Community College District Foundation, including advancement functions, resource and fund development plans and activities, and the District's Public Information and Marketing Program. *E*

Assist the Superintendent/President in working with the Foundation Board of Directors to develop plans for generating revenue and managing and distributing funds to District programs and individuals. *E*

Assist the Superintendent/President in coordinating the work of the Foundation Board of Directors and its committees, and developing and implementing policy. *E*

Develop, train, and reward the volunteers who serve on the Foundation Board and as College Ambassadors. *E*

Serve as a liaison between the District, the Foundation Board of Directors and individuals, groups, businesses, and corporations in and/or connected with the Victor Valley Community College District. *E*

Enhance college/community relationships, establish or enhance programs of donor recognition, (working with the Superintendent/President). *E*

Develop and administer an integrated marketing, and resource development program in which staff members work cooperatively and collaboratively as a team. *E*

Serve on District standing committees as assigned. *E*

Produce and host public and community relations events, Foundation advancement and other events (using paid and volunteer staff). *E*

Recommend and administer department budgets. *E*

Compile and maintain statistical data and other information; write reports. *E*

Interact and communicate with public and news media on behalf of the District, as requested by the Superintendent/President. *E*

Direct Foundation-related fundraising activities including recordkeeping, acknowledgement, and recognition. *E*

Direct the maintenance of donor/prospect records and mailing lists for programs of annual and planned giving. *E*

Direct volunteer activities in the areas of research, cultivation, and solicitation of prospective (individual and corporate) donors. *E*

Increase the donor base. *E*

Develop an effective alumni organization. *E*

Develop and implement all forms of planned giving, capital, and major gifts campaigns, endowment development, and scholarship annual campaigns. *E*

Provide leadership in entrepreneurial activities appropriate for the Foundation. *E*

Provide own transportation and travel countywide. *E*

Establish and maintain cooperative working relationships with those contacted in the performance of duties. *E*

Communicate effectively orally and in writing. *E*

Demonstrate a sensitivity to and understanding of the diverse academic, socioeconomic, cultural, and ethnic backgrounds of staff and students and of staff and students with physical and learning disabilities. *E*

Perform other duties as assigned.

KNOWLEDGE AND ABILITIES:

College development program -- capital campaigns, endowments, annual, and planned giving programs.
Legal requirements for 501C3 organizations and District policies and procedures.
Changes in state and federal laws that affect college development programs.
Securing financial support.
Contemporary practices in public relations, marketing, and communication.
Supervisory/administrative principles and practices.
Current technologies, personal computer, and associated office software such as word processing, spreadsheet, presentation, and/or database software.
Correct usage of English, grammar, spelling, punctuation, and vocabulary.

EDUCATION AND EXPERIENCE:

Any combination equivalent to: bachelor's degree from an accredited college or university and coursework in resource development and demonstrated initiative and creativity in college advancement programs; one year of full-time equivalent experience with college or private foundation(s) and one year of full-time management level experience, including supervising staff, budget, and accounting procedures.

Preferred

Graduate degree work in resource development, advancement, marketing, or administration.
Job-related experience may be substituted for education.
Experience in marketing and/or development experience such as public relations and/or publications.
Three years of full-time experience with college or private foundation(s).
Three years of full-time management level experience including supervising staff, budget, and accounting procedures.
Experience working in a community college.

WORKING CONDITIONS:

Disclosure:

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


Working Environment:

Position requires sitting or standing for extended periods of time, hand and digit dexterity to operate keyboard, reaching, bending at the waist, and hearing and speaking to communicate and provide information to others; ability to lift and/or carry 25 pounds.


VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM

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

TOPIC: MANAGEMENT APPOINTMENT, INTERIM DIRECTOR OF DISABLED STUDENT PROGRAMS AND SERVICES (DSPS)

SUBMITTED BY: Fusako Yokotobi 

RECOMMENDED BY: Fusako Yokotobi _____

APPROVED BY: Robert Silverman  _____

Description/Background:

Recruitment for the position of Interim Director of Disabled Student Programs and Services (DSPS) has been completed, and it is recommended that Jaclyn J. Trost be given a contract, beginning on or after February 11, 2009.

Fiscal Impact: Range 18, Step C, on the Management Salary Schedule, \$7992/month plus benefits

Recommended Action: It is recommended that the Board of Trustees approve the appointment as listed.

Legal Review: YES ___ NOT APPLICABLE X

Reference for Agenda: YES ___ NO ___

BOARD OF TRUSTEES OF THE
VICTOR VALLEY COMMUNITY COLLEGE DISTRICT

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

Date of Offer: February 11, 2009

The Board of Trustees of the Victor Valley Community College District offers you employment in the position of Interim Director of Disabled Student Programs and Services for the period commencing February 11, 2009 and ending on June 30, 2009. This offer of employment is valid for ten (10) calendar days from the date of offer specified above. Your failure to accept this offer and to enter into this contract within the ten-day period will result either in the offer expiring, or, if you are employed, will result in your employment as an administrator being at-will at the pleasure of the Board of Trustees, pursuant to Section 72411.5 of the Education Code.

This contract expires on June 30, 2009 and is not subject to automatic re-employment pursuant to sub-section 'c' of Section 72411 of the Education Code.

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

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

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

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

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

BOARD OF TRUSTEES OF THE VICTOR VALLEY COMMUNITY COLLEGE DISTRICT

By _____
Robert Silverman, Ph.D., Superintendent President

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

_____ Date _____
Jaelyn Trost

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

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

TOPIC: ACADEMIC CONTRACT RECOMMENDATIONS -- APPROVAL OF ONE-YEAR REEMPLOYMENT CONTRACTS

SUBMITTED BY: Chris O'Hearn, Interim Deputy Superintendent, Executive Vice President

RECOMMENDED BY: Fusako Yokotobi *Fusako Yokotobi*

APPROVED BY: Robert Silverman *RS*

Description/Background:

Recommend approval of one-year reemployment contract for the 2009-2010 academic year for the following two (2) probationary academic employees completing their first full year of satisfactory service:

Cole, Marsha Child Development
Inagi, Yoko Librarian

Need:

Fiscal Impact: Budgeted item

Recommended Action: It is requested that the Board of Trustees approve this 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: ACADEMIC CONTRACT RECOMMENDATIONS – APPROVAL OF TWO-YEAR REEMPLOYMENT CONTRACTS.

SUBMITTED BY: Chris O'Hearn, Interim Deputy Superintendent, Executive Vice President

RECOMMENDED BY: Fusako Yokotobi 

APPROVED BY: Robert Silverman 

Description/Background:

Recommend approval of two-year reemployment contract for the 2009-2011 academic year for the following probationary academic employee completing his first full year of satisfactory service:

McCord, Russell Respiratory Therapy

Need:

Fiscal Impact: Budgeted item

Recommended Action: It is requested that the Board of Trustees approve this 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: ACADEMIC CONTRACT RECOMMENDATIONS – APPROVAL OF REEMPLOYMENT CONTRACT AND TENURE STATUS.

SUBMITTED BY: Chris O'Hearn, Interim Deputy Superintendent, Executive Vice President

RECOMMENDED BY: Fusako Yokotobi 

APPROVED BY: Robert Silverman 

Description/Background:

Recommend approval of reemployment contract and tenure status for the following two (2) academic employees for all subsequent academic years:

- Gibbs, Jessica Biology
- Speakman, Jeanine Nursing

Need:

Fiscal Impact: Budgeted item



Recommended Action: It is requested the Board of Trustees approve this 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: MONTHLY FINANCIAL REPORTS
SUBMITTED BY: Mary Pringle, Fiscal Services
RECOMMENDED BY: G.H. Javaheripour 
APPROVED BY: Robert Silverman 

Description/Background:

Financial reports are being presented for the period ending December 31, 2009, for the General Fund (01), Debt Service Payment Fund (29), Capital Outlay Projects Fund (71), Child Development Center Fund (72), Student Center Fee Fund (73), Insurance Trust Fund (75), Health Trust Fund (78), ASB, Auxiliary Services, Bookstore, and Federal Grant Funds.

A copy of the original monthly financial reports 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
2008-2009 Financial Statements
GENERAL FUND - FUND 01
As of 12/31/08

	Budget	Actual	Budget Remaining	Percentage Remaining
Beginning Fund Balance 7/1/08	\$ 3,918,094			
<u>Revenues</u>				
Federal	\$ 4,908,868	\$ 449,156	\$ 4,459,712	90.85%
State	\$ 41,322,464	\$ 22,658,440	\$ 18,664,024	45.17%
Local	\$ 17,102,628	\$ 6,272,624	\$ 10,830,004	63.32%
Transfers In	\$ 5,000,000	\$ 2,000,000	\$ 3,000,000	0.00%
<u>Total Revenues</u>	<u>\$ 68,333,960</u>	<u>\$ 31,380,220</u>	<u>\$ 36,953,740</u>	54.08%
<u>Expenditures</u>				
Academic Salaries	\$ 26,133,867	\$ 9,633,988	\$ 16,499,879	63.14%
Classified Salaries	\$ 15,259,911	\$ 6,821,400	\$ 8,438,511	55.30%
Benefits	\$ 10,193,515	\$ 3,898,331	\$ 6,295,184	61.76%
Supplies	\$ 1,908,579	\$ 601,260	\$ 1,307,319	68.50%
Operating Expenses	\$ 9,729,809	\$ 3,645,010	\$ 6,084,799	62.54%
Capital Outlay	\$ 1,419,047	\$ 529,649	\$ 889,398	62.68%
Transfers, Grants	\$ 686,108	\$ 270,320	\$ 415,788	60.60%
Contingency	\$ 710,567	\$ -	\$ 710,567	100.00%
Debt Service Retirement/Interest	\$ 3,050,000	\$ 1,219,631	\$ 1,830,369	
<u>Total Expenditures</u>	<u>\$ 69,091,403</u>	<u>\$ 26,619,589</u>	<u>\$ 42,471,814</u>	61.47%
 Excess Revenues/(Expenditures)	 \$ (757,443)	 \$ 4,760,631		
Month Ending Fund Balance 12/31/08		\$ 8,678,725		
Projected Ending Fund Balance	\$ 3,160,651			

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
2008-2009 Financial Statements
DEBT SERVICE PAYMENT - FUND 29
As of 12/31/08

	Budget	Actual	Budget Remaining	Percentage Remaining
Beginning Fund Balance 7/1/08	\$ 32,252,405			
<u>Revenues</u>				
Local Revenues	\$ 1,017,040	\$ 983,398	\$ 33,642	3.31%
Transfers In		\$ -	\$ -	
<u>Total Revenues</u>	\$ 1,017,040	\$ 983,398	\$ 33,642	3.31%
<u>Expenditures</u>				
Debt Service Payments	\$ 9,200,000	\$ 4,000,000	\$ 5,200,000	56.52%
<u>Total Expenditures</u>	\$ 9,200,000	\$ 4,000,000	\$ 5,200,000	
Net Change in Fund Balance	\$ (8,182,960)	\$ (3,016,602)		
Month Ending Fund Balance 12/31/08		\$ 29,235,803		
Projected Ending Fund Balance	\$ 24,069,445			

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
2008-2009 Financial Statements
CAPITAL OUTLAY PROJECTS - FUND 71
As of 12/31/08

	Budget	Actual	Budget Remaining	Percentage Remaining
Beginning Fund Balance 7/1/08	\$ 1,705,078			
<u>Revenues</u>				
State	\$ 8,926,718	\$ 1,327,024	\$ 7,599,694	85.13%
Interest Income	\$ 25,000	\$ 23,198	\$ 1,802	7.21%
Redevelopment	\$ 696,150	\$ 1,669,768	\$ (973,618)	-139.86%
Miscellaneous Income	\$ -	\$ 244,816	\$ (244,816)	
Transfers In	\$ 4,700,000	\$ 2,000,000	\$ 2,700,000	57.45%
<u>Total Revenues</u>	\$ 14,347,868	\$ 5,264,806	\$ 9,083,062	63.31%
<u>Expenditures</u>				
Supplies	\$ 2,886	\$ 2,885	\$ 1	0.03%
Contracts	\$ 50,000	\$ 6,357	\$ 43,643	87.29%
Sites	\$ -	\$ -	\$ -	
Buildings-New & Remodel	\$ 14,238,482	\$ 2,809,000	\$ 11,429,482	80.27%
Equipment	\$ 56,500	\$ -	\$ 56,500	100.00%
Transfers/Grants/Contingency	\$ -	\$ -	\$ -	
<u>Total Expenditures</u>	\$ 14,344,982	\$ 2,815,357	\$ 11,529,625	
 Net Change in Fund Balance	 \$ 2,886	 \$ 2,449,449		
Month Ending Fund Balance 12/31/08		\$ 4,154,527		
Projected Ending Funding Balance	\$ 1,707,964			

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
2008-2009 Financial Statements
CHILD DEVELOPMENT CENTER - FUND 72
As of 12/31/08

	Annual Budget	YTD Actual	Budget Remaining	Percentage Remaining
Beginning Fund Balance 7/1/08	\$ 583,555			
<u>Revenues</u>				
Federal	\$ -	\$ 70	\$ (70)	
State	\$ 241,262	\$ 104,031	\$ 137,231	56.88%
Local	\$ -	\$ 90,622	\$ (90,622)	
Transfers In	\$ -	\$ -	\$ -	
<u>Total Revenues</u>	\$ 241,262	\$ 194,723	\$ 46,539	19.29%
<u>Expenditures</u>				
Academic Salaries	\$ 224,849	\$ 77,916	\$ 146,933	65.35%
Classified Salaries	\$ 95,301	\$ 48,051	\$ 47,250	49.58%
Benefits	\$ 105,537	\$ 40,001	\$ 65,536	62.10%
Instructional Supplies	\$ 71,340	\$ 2,352	\$ 68,988	96.70%
Operating Expenses	\$ 4,400	\$ 399	\$ 4,001	
Equipment	\$ -	\$ -	\$ -	
Reserve/Contingencies	\$ -	\$ -	\$ -	0.00%
<u>Total Expenditures</u>	\$ 501,427	\$ 168,719	\$ 332,708	66.35%
Net Change in Fund Balance	\$ (260,165)	\$ 26,004		
Month Ending Fund Balance 12/31/08		\$ 609,559		

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
2008-2009 Financial Statements
STUDENT CENTER FEE - FUND 73
As of 12/31/08

	Budget	Actual	Budget Remaining	Percentage Remaining
Beginning Fund Balance 7/1/08	\$ 8,170			
<u>Revenues</u>	\$ 93,000	\$ 45,661	\$ 47,339	50.90%
<u>Expenditures</u>				
Transfers Out	\$ 93,000	\$ -	\$ 93,000	100.00%
Net Change in Fund Balance	\$ -	\$ 45,661		
Month Ending Fund Balance 12/31/08		\$ 53,831		

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
2008-2009 Financial Statements
HEALTH TRUST FUND - FUND 75
As of 12/31/08

	Budget	Actual	Budget Remaining	Percentage Remaining
Beginning Fund Balance 7/1/08	\$ 62,819			
<u>Revenues</u>				
Interest Income	\$ 200	\$ 561	\$ (361)	-180.50%
Transfers In	\$ 15,800	\$ -	\$ 15,800	0.00%
<u>Total Revenues</u>	\$ 16,000	\$ 561	\$ 15,439	96.49%
<u>Expenditures</u>				
Reserve For Contingencies	\$ 16,000	\$ -	\$ 16,000	100.00%
<u>Total Expenditures</u>	\$ 16,000	\$ -	\$ 16,000	
Net Change in Fund Balance	\$ -	\$ 561		
Month Ending Fund Balance 12/31/08		\$ 63,380		
Projected Ending Fund Balance	\$ 62,819			

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
2008-2009 Financial Statements
SELF INSURANCE TRUST - FUND 78
As of 12/31/08

	Budget	Actual	Budget Remaining	Percentage Remaining
Beginning Fund Balance 7/1/08	\$ 146,872			
<u>Revenues</u>				
Interest Income	\$ 12,900	\$ 1,304	\$ 11,596	89.89%
Miscellaneous Income	\$ -	\$ -	\$ -	
Transfers In	\$ 41,100		\$ 41,100	
<u>Total Revenues</u>	\$ 54,000	\$ 1,304	\$ 52,696	86.00%
<u>Expenditures</u>				
Supplies	\$ 4,000	\$ -	\$ 4,000	100.00%
Contracted Services	\$ 50,000	\$ 7,000	\$ 43,000	86.00%
New Equipment	\$ 3,717	\$ 586	\$ 3,131	0.00%
Reserve for Contingencies	\$ -	\$ -	\$ -	
<u>Total Expenditures</u>	\$ 57,717	\$ 7,586	\$ 50,131	86.86%
Net Change in Fund Balance	\$ (3,717)	\$ (6,282)		
Month Ending Fund Balance 12/31/08		\$ 140,590		
Projected Ending Fund Balance	\$ 143,155			

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
2008-2009 Financial Statements
RAMS BOOKSTORE
As of 12/31/08

	Budget	Actual	Budget Remaining	Percentage Remaining
Beginning Fund Balance 7/1/08	\$ 1,947,271			
Revenues	\$ 4,683,000	\$ 2,230,189	\$ 2,452,811	52.38%
Less: Cost of Goods Sold	\$ 3,550,000	\$ 2,315,437	\$ 1,234,563	
Gross Margin from Local Revenues	\$ 1,133,000	\$ (85,248)	\$ 1,218,248	
Total Other Income		\$ 6,234		
Total Revenues	\$ 1,133,000	\$ (79,014)		
Expenditures	\$ 1,442,500	\$ 587,605		
Estimated labor to be invoiced		\$ 103,000		
Total Expenditures	\$ 1,442,500	\$ 690,605	\$ 751,895	52.12%
Revenues/(Expenditures)	-\$309,500	\$ (769,619)		
Month Ending Fund Balance 12/31/08		\$ 1,177,652		
Projected Ending Fund Balance	\$ 1,637,771			

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
2008-2009 Financial Statements
AUXILIARY SERVICES
As of 12/31/08

	Budget	Actual	Budget Remaining	Percentage Remaining
Beginning Fund Balance 7/1/08	\$ 239,902			
<u>Revenues</u>	\$ 443,000	\$ 231,759	\$ 166,783	37.65%
Estimated "Due From" District		<u>\$ 44,458</u>		
<u>Total Revenues</u>		\$ 276,217		
<u>Expenditures</u>				
Estimated Labor to be invoiced "Due To" District	\$ 443,000	\$ 147,996	\$ 239,004	53.95%
<u>Total Expenditures</u>		<u>\$ 56,000</u>		
		\$ 203,996		
Revenues/(Expenditures)	\$ -	\$ 72,221		
Month Ending Fund Balance 12/31/08		\$ 312,123		
Projected Ending Fund Balance	\$ 239,902			

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
2008-2009 Financial Statements
ASB FUND
As of 12/31/08

	Budget	Actual	Budget Remaining	Percentage Remaining
Beginning Fund Balance 7/1/08	\$ 139,336			
<u>Revenues</u>	\$150,000	\$82,415	\$67,585	45.06%
Estimated amount "Due From" District		<u>\$17,639</u>		
<u>Total Revenues</u>		\$100,054		
<u>Expenditures</u>	\$150,000	\$59,107	\$90,893	60.60%
<u>Total Expenditures</u>		\$0	\$40,947	
Revenues/(Expenditures)	\$ -	\$ 40,947		
Month Ending Fund Balance 12/31/08		\$ 180,283		
Projected Ending Fund Balance	\$ 139,336			

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
2008-2009 Financial Statements
FEDERAL/STATE GRANT FUNDS
As of 12/31/08

	Budget	Actual	Budget Remaining	Percentage Remaining
Beginning Fund Balance 7/1/08	\$ 65,911			
<u>Revenues</u>				
PELL	\$ 10,035,212	\$ 5,503,081	\$ 4,532,131	0.00%
SEOG	310,138	123,400	186,738	7.40%
Direct Loan	423,417	2,825,722	-2,402,305	0.00%
Cal Grant	742,062	458,094	283,968	0.00%
CARE	103,595	80,000	23,595	0.00%
TRIO	30,000	30,000	0	87.21%
EOPS	8,800	0	8,800	0.00%
ACG	0	15,950	-15,950	
<u>Total Revenues</u>	\$ 11,653,224	\$ 9,036,247	\$ 2,616,977	0.20%
<u>Expenditures</u>				
PELL	\$ 10,035,212	\$ 5,624,689	\$ 4,410,523	0.00%
SEOG	310,138	122,600	187,538	8.11%
Direct Loan	423,417	2,614,047	-2,190,630	0.00%
Cal Grant	742,062	458,845	283,217	1.02%
CARE	103,595	65,250	38,345	21.76%
TRIO	30,000	0	30,000	100.00%
EOPS	8,800	0	8,800	100.00%
ACG	0	16,600	-16,600	
Bank Charges	0	0	0	
Origination Fee	0	0	0	
<u>Total Expenditures</u>	\$ 11,653,224	\$ 8,902,031	\$ 2,751,193	0.81%
 Net Change in Fund Balance	 \$ -	 \$ 134,216		
Month Ending Fund Balance 12/31/08		\$ 200,127		
 Projected Ending Fund Balance	 \$ 65,911			


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

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

TOPIC: NEW BOARD POLICY – NEW BOARD POLICY – INSTRUCTION TO BIDDERS – FIRST READING

SUBMITTED BY: STEVE GARCIA

RECOMMENDED BY: GH Javaheripour 

APPROVED BY: Robert Silverman 

Description/Background:

The district wishes to submit for first reading the new Board Policy 6341 Instruction to Bidders Non-Responsibility Determination & Due Process Hearing.

The College Council, which includes representatives from all campus constituent groups, reviewed and approved the new policy on February 4, 2009. The policy is based on recommendations of the Districts legal council to establish a policy for the Districts governing Board to comply with all laws pertaining to public contracting.

Need:

The new Board Policy 6341 Instruction to Bidders Non-Responsibility Determination & Due Process Hearing is intended to protect the district.

Fiscal Impact: None

Recommended Action:

This is provided for board information only.

Legal Review: YES ___ NOT APPLICABLE X

Reference for Agenda: YES X NO ___

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
BOARD POLICY

THE DISTRICT

CHAPTER 1

INSTRUCTION TO BIDDERS

BP-6341

NON-RESPONSIBILITY DETERMINATION & DUE PROCESS HEARING

The District reserves the right to make a determination and reject a bidder as non-responsible based on any of the following items:

- The failure to pre-qualify.
- Issues with substandard performance based on information from others, references, with whom the bidder has conducted business with respect to quality of work, timeliness, and overall performance.
- Prior performance on other District projects with respect to quality of work, timeliness and overall performance.

A bidder whose bid has been rejected by the District based on the determination that the bidder is non-responsible may submit a written request to the District for a due process hearing to challenge the determination pursuant to the policy and procedures set forth herein:

- 1) **Policy**: In the policy of the District's governing Board to comply with all laws pertaining to public contracting, particularly the determination of a prospective bidder as non-responsible. The procedures as set forth herein are meant to protect the interests and rights of the bidders and to afford a bidder a due process hearing and opportunity to be heard, and to facilitate the timely completion of the hearing process.
- 2) **Hearing Officer**: The District has designated the Superintendent/President or his/her designee as its duly authorized Hearing Officer for purposes of effectuating the terms of this policy and procedures concerning the Final Decision and Due Process Hearing of a prior determination of non-responsibility on the part of a bidder on a District public work of improvement.
- 3) **Notice of Request**: The rejected bidder shall have ten (10) days after notice of rejection of its bid as non-responsible within which to submit a written request for hearing to the District.
- 4) **Notice of Hearing Inability to Appear; Panelists**: If a written request for hearing is timely received, the District, through the Hearing Officer, shall provide written notice to the bidder of a hearing date and time. Said hearing shall occur no later than thirty (30) days after the District receives the bidder's request for hearing and shall occur on the date specified by the District, unless a written notice of inability to appear is received by the District at least five (5) working days prior to the hearing. Where such notice of inability to appear is so received, another hearing date (with in the thirty (30) day time limit) shall be timely set by the District which is mutually acceptable to the parties. The hearing shall be conducted by at least three (3) panelists, consisting of the Hearing Officer and at least two members of the District's facilities department.

- 5) **Submission of Relevant Material:** The bidder may submit to the District any relevant material prior to the hearing. Any submitted material must be received no later than seventy-two (72) hours prior to the time set for hearing; otherwise it will not be considered. The panel shall review all pertinent materials in preparation for the hearing.
- 6) **Appearance at Hearing; Waiver; Final Decision:** Bidder is not required to appear at the hearing; however, the failure to appear shall automatically constitute a waiver of any further evidence or argument not contained within the bidder's submitted materials. The Hearing Officer may render its final decision at the conclusion of the hearing, which may be orally conveyed to the bidder at the hearing and reduced to writing and sent, via certified or registered mail, to the bidder no later than seven (7) days after completion of the hearing. Alternatively, the Hearing Officer may take the matter under submission for further review, and shall send, via certified or registered mail, its final written decision to the bidder no later than seven (7) days after completion of the hearing. The final written decision shall contain findings of fact and evidentiary conclusions as necessary to support the final decision based on substantial evidence.