



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

Date: September 9, 2008

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

AGENDA

This meeting will be electronically recorded

1. CALL TO ORDER 6 p.m.
ROLL CALL
PLEDGE OF ALLEGIANCE
2. OPEN SESSION (Business Meeting)

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 July 31, 2008 special Board meeting and August 5, 2008 regular Board meeting.

- 5.2 Contract Education Services – Green Mango Thai Bistro
Ratification of the agreement between Victor Valley Community College District and Green Mango Thai Bistro to obtain a food handlers certification card. The period of the agreement is June 26, 2008 through June 26, 2009. Fiscal Impact: \$210.00 to the District.
- 5.3 Contract Education Services – Pho Cuong – Vietnamese Restaurant
Ratification of the agreement between Victor Valley Community College District and Pho Cuong – Vietnamese Restaurant to obtain a food handlers certification card. The period of the agreement is June 27, 2008 through June 27, 2009. Fiscal Impact: \$300.00 to the District.
- 5.4 Contract Education Services – Amvets
Ratification of the agreement between Victor Valley Community College District and Amvests to obtain a food handlers certification card. The period of the agreement is August 7, 2008 through August 7, 2009. Fiscal Impact: \$300.00 to the District.
- 5.5 Contract Education Services – Molly Brown's
Ratification of the agreement between Victor Valley Community College District and Molly Brown's to obtain a food handlers certification card. The period of the agreement is July 18, 2008 through July 18, 2009. Fiscal Impact: \$750.00 to the District.
- 5.6 Contract Education Services – Rounds, Miller and Associates
Ratification of the agreement between Victor Valley Community College District and Rounds, Miller and Associates to conducts workshops. The period of the agreement is July 12, 2008 through November 8, 2008. Fiscal Impact: \$1,800.00 to the District.
- 5.7 Contract Education Services – Chili's Restaurant
Ratification of the agreement between Victor Valley Community College District and Chili's Restaurant to obtain a food handlers certification card. The period of the agreement is June 17, 2008 through June 17, 2009. Fiscal Impact: \$600.00 to the District.
- 5.8 Ebmeyer Charter and Tour
Ratification of the contract with Ebmeyer Charter and Tour to provide transportation for the men/women's soccer team and the Intercollegiate football team during the fall 2008 term. Fiscal Impact: Athletics Budgeted item, not to exceed \$22,932.00
- 5.9 Agreement for Additional Services – Spencer/Hoskins Associates
Ratification of the agreement for additional services with Spencer/Hoskins Associates for the Seismic Replacement Auxiliary Gymnasium. Fiscal Impact: \$4,660.00 – Fund 71 expenditure. (This project is partially State funded and a portion of this may be reimbursable through the State.)
- 5.10 Agreement – El Dorado Broadcasters, LLC
Ratification of the agreement between Victor Valley Community College District and El Dorado Broadcasters, LLC to continue advertising registration information for the fall term. Fiscal Impact: \$2,982.00 from the Public Information department's advertising funds.
- 5.11 Board of Trustees Payments Report
Approval of the Board of Trustees Payments Report. Fiscal Impact: None
- 5.12 Board of Trustees Transfer Request Report
Approval of the Board of Trustees Transfer Request Report. Fiscal Impact: None

- 5.13 Agreement – Oliver Construction
Ratification of the agreement between Victor Valley Community College District and Oliver Construction to pour a concrete equipment pad for the emergency generator in the gym. Fiscal Impact: \$800.00 Budgeted Item.
- 5.14 Agreement – Galaxy Moving
Ratification of the agreement between Victor Valley Community College District and Galaxy Moving to move the Fiscal Services Department. District maintenance staff was not available due to preparation requirements for the beginning of the fall semester. Fiscal Impact: \$650.00 Budgeted Item.
- 5.15 Agreement Renewal – Keenan & Associates
Ratification of the agreement between Victor Valley Community College District and Keenan & Associates to provide loss control services as needed for the 2008-09 fiscal year. Fiscal Impact: Not to exceed \$20,000.00 - Budgeted Item.
- 5.16 Agreement Renewal – Keenan & Associates
Ratification of the agreement between Victor Valley Community College District and Keenan & Associates to provide property and casualty claims administration needed for the 2008-09 fiscal year. Fiscal Impact: Not to exceed \$14,000.00 - Budgeted Item.
- 5.17 American Medical Response
Approval of the contract with American Medical Response to provide on-site ambulance for home football games for the fall 2008 season. Fiscal Impact: Athletics budgeted item, not to exceed \$1,125.00
- 5.18 Agreement – Lucerne Valley Academy, Inc.
Ratification of the Memo of Understanding with Lucerne Valley Career Academy, Inc. to rent one modular unit located in the Humanities Complex, Building 80. Length of the contract is September 1, 2008 – June 30, 2009. Fiscal Impact: \$22,560.00 per year to the district.
- 5.19 Authorized Signatory
Approval for Fusako Yokotobi to represent the board in the cases listed for the fiscal year 2007-2008 per Education Code 72282. Fiscal Impact: None
- 5.20 H&E Equipment Services
Approval of the agreement with H&E Equipment Services, Inc. to provide two scissor lifts for the football team's home games. Fiscal Impact: Budgeted item, Athletics budget, not to exceed \$2,200.00.
- 5.21 Resolution – Investment Banking Services
Approval of the resolution to change the name of our investment banking service provide for the election and potential general obligation bond from UBS Securities to Piper Jaffray & Co. Fiscal Impact: None. This is only to change the name of the investment banking firm.
- 10. ADMINISTRATIVE SERVICES**
- 10.1 Foundation Donations YES ___ NO ___
Acceptance of donations as college property from the Victor Valley District Foundation for a total of \$76,312.42. These donations are for the period ending July 31, 2008. Fiscal Impact: N/A

- 10.2 Draw Down Funds from the Guaranteed Investment Contract (GIC) YES ___ NO ___
Approval of the draw down of funds from the Guaranteed Investment Contract to balance the 2008-09 unrestricted General Fund budget. Fiscal Impact: A transfer of funds from the district's reserve to the General Operating Budget is required to meet the needs of the 2008-09 budget. Should the district's debt obligation be retired through a General Obligation Bond, the amount of the draw down would be reduced.
- 10.3 Public Hearing and Adoption of the 2008 – 2009 Budget
Adoption of the 2008-2009 budget as presented. Fiscal Impact: Formally establishes budget.
- a) The Board President declares the hearing open
 - b) The public may now comment on the 2008-2009 budget
 - c) The Board President declares the hearing closed
- 10.4 Agreement – Piper Jaffray & Co. YES ___ NO ___
Approval of the agreement with Piper Jaffray & Co., not to exceed one percent of the principal amount of each bond issue, plus reimbursement of reasonable out-of-pocket expenses. Fiscal Impact: One percent of principal amount of each, estimated \$2,975,000 plus reimbursement of reasonable out-of-pocket expenses, to be paid from bond proceeds. Note: If the bond measure does not pass, there will be no fees charged by Piper Jaffray & Co.
- 10.5 Lease – Old Town Center - Victorville YES ___ NO ___
Approval of the lease agreement with 126 Company LLC – Jacob Shemtov to establish an Education Center in Victorville at a monthly charge of \$1,700.00. Fiscal Impact: Monthly lease amount will be \$1,700.00
- 11. HUMAN RESOURCES**
- 11.1 Revised Management Position and Job Description – Director of Evening Operations, Instructional Support Programs YES ___ NO ___
Approval of the updated job description and placement on the management salary schedule as listed.
- 13. REPORTS (3 minute limit per report)**
The purpose of these reports is to inform the Board of Trustees regarding issues pertaining to those constituency groups.
- 13.1 Foundation
- 13.2 Employee Groups
- a) CTA
 - b) CSEA
 - c) AFT Part-Time Faculty United
- 14. TRUSTEE COMMENTS**
- ASB

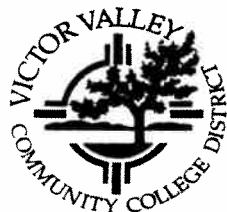
15. Public Comments Related to Non-Agenda Items

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 SPECIAL MEETING OF THE BOARD OF TRUSTEES

Date: July 31, 2008

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

Format: Workshop/Roundtable Discussion

Purpose: To provide bond information to the Victor Valley Community College Board of Trustees
To create an environment which encourages community, student and staff input
To explain the bond proposal and answer questions

CALL TO ORDER

5 p.m.

The Board of Trustees of Victor Valley Community College District met in Open Session on July 31, 2008 in the Board Room of the Administration building. Mr. Nelson, Board President called the meeting to order at 5:04 p.m.

TRUSTEE ROLL CALL: Present: Donald Nelson, Board President; Angela Valles, Vice President; Joe Range, Trustee; Bettye Underhill, Trustee

Absent: Dennis Henderson, Clerk

MANAGEMENT PRESENT: Dr. Robert Silverman, Superintendent/President, Christopher O'Hearn, Bill Greulich, Victoria Hindes, Virginia Moran, and Annette McComas (Recorder)

PLEDGE OF ALLEGIANCE

Mary Pringle led the Pledge of Allegiance to the Flag.

Update and provide clarification of putting the bond on the ballot.

I. Introduction/Overview - Bob Silverman VVCC

Dr. Silverman welcomed everyone and provided an overview of where the college is going and some of the reasons for it. This is an opportunity to provide logic for a bond proposal which would be clear to everyone. This would be an opportunity for the citizens to be able to take a positive step forward. Challenges that all Community Colleges are facing is that the State of California made certain distinctions in new policies. Over the last years, the State would be pay for buildings and maintenance. Their percentage in contributions towards buildings and maintenance has declined over the years.

A bond campaign was conducted two years ago and lost by less than 2%. State budget cuts cannot be controlled in what they are doing on the operational or capital side, so we have to work for the future and build on what we know. The last bond was a little high and so this time around it has been reduced significantly to recognize the community's need. This time around, the need will be clearer on what we are doing and how we are doing it.

BOARD OF TRUSTEES: Dennis Henderson, Donald Nelson, Joe Range, Bettye Underhill, Angela Valles, ASB Member

Most

importantly is training the workforce for the future. This bond is a 10-20 year project and symbolizes the investment in the community for a trained workforce. There is a future need for need for trained workers.

Dr. Silverman introduced Dr. John Husing Economics and Politics, Advisor to the County Board of Supervisors, and specializing in the inland empire economy, growth and economic development.

II. Economy, growth, and economic development: A context for the Bond--John Husing Ph.D., Economics and Politics, Advisor to the County Board of Supervisors

Dr. Husing reported that the high desert has a need for adult workforce education if it is going to be a prosperous area. He pointed out that there is no such thing as a poor well educated community. In 2006, 54% of the adults 25 and over living in the high desert have not had a single college class. There are a large number of people migrating to the high desert rather quickly in the last decade. The high desert is the newest, most important, fast growing community of Southern California with over 400,000 people living up here. The community college has a vital role in providing an education to train the adult workforce. When companies consider an area one of the things they want to know is there a trained labor force or if there isn't can they get one rapidly done by the institutions in the area. The institution being referred to would be Victor Valley College. When thinking about the types of jobs to consider, but are not available in the high desert yet, they would be logistics, distribution, and transportation. This institution has to be set-up to be able to deal with the economic shift once it happens. Significant job training needs that stand out immediately is in the health care and public safety field. One other area that grows along with population is food service and hospitality because there are a lot of companies that need trained workers within them. These are the type of areas only a community college working with the high school system drawing students directly into its workforce training programs can do. This is the single most important community colleges do.

III. K-16 Education Perspective: Dr. Ralph Baker, Superintendent, Victor Elementary School District

Dr. Baker reported that the growth K-12 will continue. Preliminary projections looking at 5 years could be as high as 8%. Facts are known that for students to make it to a middle income, a minimum of two years of further education is needed beyond high school. A foundation was established in Victor Elementary that each student would graduate from a public high school and they will pay for the first two years at Victor Valley College. Partnerships with Victor Valley College are being considered in the Allied Health and Technology field. Dr. Baker recommended that as a board a strong 5-0 vote should be considered for a successful bond. To create that preferred vision of the future, the board will need to be a united team to really sell the need to community.

IV. Retire past funding for campus improvements—Mary Pringle

Ms. Pringle addressed the retiring of past funding for campus improvements. Since the 1990's there has been reduced funding in building and scheduled maintenance projects. The trend is that there is a shift of responsibility from the state level down to the local levels to oversee the maintenance of our buildings. A list of the projects that were completed with the lease revenue bonds were presented. Some of the items on the list were not eligible for state funding and other state funded projects were only partially state funded. There were

needs that could not wait for a bond election. Victor Valley College as many other community colleges in the state, chose to address those needs by issuing Certificates of Participation with the belief that this would serve as a bridge loan until we could pass a GO bond and have the retirement of these lease obligations included in that bond. It should be noted that these funds, over \$53M, were held by a bank/trustee to ensure that we were spending the money wisely. During the time of spending these funds there was total fiscal accountability both by the district and by the Trustee. Colleges throughout the state, as well as Victor Valley College, believe that the general operating budget of the district should be spent on classroom instruction and not facility projects. Many colleges throughout the state included the retirement of their lease obligation bonds in their GO bond. If we were to pass the bond, we would look at being able to retire our existing COPs in April of 2009 and fiscal year 2008/09 we would be looking at savings to our general fund of \$750,000. These are funds that could come back to the classroom needs where really belong. When the college first opened there was a bond for approximately \$2M, which is the only bond that we have actually gone out for except for the attempt in 2006.

V. Fire, Paramedic, Police & Public Safety Training Center – Art Bishop

Deputy Fire Chief Bishop thanked the staff of Victor Valley College that have done a tremendous job to help put this entire public safety center concept together to present tonight. It has been his goal and need to open a regional training center. The majority of the firefighters and EMTs on the line fighting fires are not from California. There is a desperate need in California to fight fires that we are having to import firefighters and paramedics from outside the state to handle the situation that is going on today in the state. The idea is that the Apple Valley Direct Protection has 13 acres of property in Apple Valley that is being considered for the training center. There is no regional training center of this magnitude in this county, Riverside County, or Orange County. Classes with programs that will be accredited at the state and hopefully national level will be conducted at this training center. It is critical to get this issue on the ballot in November.

VI. Workforce Development Center – Ginger Ontiveros & Steven Lantsberger, City of Hesperia

Ms. Ontiveros reported on the need of a Workforce Development Center.

Mr. Lantsberger reported on the growth in the high desert and expressed the City of Hesperia's interest in building a workforce development center.

VII. College Improvements – Steve Garcia

Mr. Garcia presented on the importance of a local bond and what effect it might have on the existing infrastructure.

VIII. Summary

Dr. Silverman summarized that the board will be presented with a resolution next week which will allow the college to put the bond on the ballot.

IX. Issues

Dr. Silverman pointed out that there will be full accountability if this bond is successful. That accountability will include a bond oversight committee which ensures we are purchasing what the public voted has voted for. The membership of the committee is open at the moment and we are looking for individuals who would like to serve on it. It is important to create revenue streams to offset operational costs. Issues include the need of affordable education and training dedicated to providing the personnel to ensure public safety, the need

to be able to build a building that will be a base for a simulation lab or training in a close proximity of a hospital, and addressing the needs of a growing community.

X. General Discussion / Public Comments

Dr. Silverman opened the meeting up for general discussion and the following individuals made comments: Carol Yule, Art Bishop, Christina Zambrano, Robert Sewell, and Robert Gray

The meeting adjourned at 6:44 p.m.

Donald Nelson, President

Date Approved



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

Date: August 5, 2008

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

CALL TO ORDER

5 p.m.

The Board of Trustees of Victor Valley Community College District met in Open Session on June 10, 2008 in the Board Room of the Administration building. Mr. Nelson, Board President called the meeting to order at 5:00 p.m.

TRUSTEE ROLL CALL: Present: Donald Nelson, Board President; Angela Valles, Vice President; Joe Range, Trustee, Dennis Henderson, Clerk, Bettye Underhill, Trustee

Absent: Christina Zambrano

MANAGEMENT PRESENT: Dr. Robert Silverman, Superintendent/President. Dr. Christopher O'Hearn, Interim, Deputy Superintendent/Executive Vice President, Instruction and Annette McComas (Recorder)

PLEDGE OF ALLEGIANCE

Ginger Ontiveros led the Pledge of Allegiance to the Flag.

ANNOUNCEMENT OF ITEMS TO BE CONSIDERED IN CLOSED SESSION

1. CLOSED SESSION

a) CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION – Government

Code Section 54956(a)

(1) Boenheim v. VVCCD, EEOC Charge No. 480-2008-02688

(2) Tortorici v. VVCCD, EEOC Charge No. 480-2008-02989

b) PUBLIC EMPLOYEE PERFORMANCE EVALUATION- Government Code Section 54957

Superintendent/President (Board Policy #2435)

c) PUBLIC EMPLOYEE APPOINTMENT- Government Code Section 54957

Vice President, Human Resources

PUBLIC COMMENTS ON CLOSED SESSION ITEMS: The following individual made a comment with respect to a closed session agenda item: Margaret Kagy

BOARD OF TRUSTEES: Tom Elder, Dennis Henderson, Donald Nelson, Joe Range, Bettye Underhill, ASB Member

At 5:07 p.m. Board President, Mr. Nelson recessed to Closed Session.

The following individual made a comment with respect to a closed session agenda item:
Margaret Kagy

Christina Zambrano arrived at 5:30 p.m.

2. RECONVENE TO OPEN SESSION (Business Meeting) 6 p.m.

At 6:21 p.m., Board President, Mr. Nelson reconvened the meeting in open session.

Board President, Mr. Nelson asked the board members to consider suspension of the 3 minute time limit and total 15 minutes for agenda item 7.2 only.

It was MSC (Underhill/Nelson, 5-0) to allow the suspension of the 3 minute time limit and total 15 minutes for agenda item 7.2 only.

3. Closed Session Report

None

4. SUPERINTENDENT/PRESIDENT'S REPORT

Brief report, introduced Dr. Christopher O'Hearn, Interim, Deputy Superintendent/Executive Vice President, Instruction.

For the Superintendent/President's report, Dr. Silverman introduced Dr. Christopher O'Hearn, Deputy Superintendent/Executive Vice President, Instruction.

Dr. O'Hearn announced that he was pleased to be at VVC and thanked the board for appointing him. He presented a recent article that was featured in the *Daily Press* highlighting the status of VVC's accreditation. The second page of the document consisted of a rubric distributed by the Accrediting Commission suggesting the progress that VVC should be making. We are in the area of development which is precisely where we should be. It is important to note that the commission, at its last meeting, reaffirmed its original stance that getting to the proficiency stage could take up until 2012. Colleges by 2012 need to be in that category and we are well on our own in achieving this.

PUBLIC COMMENTS RELATED TO AGENDA ITEMS: The following individual made a comment with respect to noted agenda items: Margaret Kagy (5.2-5.32)

5. CONSENT AGENDA

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

5.1 Approval of the minutes of the June 25, 2008 and July 8, 2008 regular Board meeting

5.2 Agreement – Independent Contractor – Quick Caption, Inc.

Ratification of the agreement between Victor Valley Community College District and Quick Caption, Inc. to provide real-time academic captioning for DSPS students. The period of the agreement is July 1, 2008 through June 30, 2009. Fiscal Impact: Not to exceed \$10,000

- 5.3 Agreement – Independent Contractor – Joseph Tate, P.A.
Ratification of the agreement between Victor Valley Community College District and Joseph Tate, P.A. to provide pre-participation medical screenings for Victor Valley College Athletics @ \$15 each and medical coverage for five home football games @\$75 each. The period of the agreement is August 11, 2008 through May 1, 2009. Fiscal Impact: Budgeted item, \$4,875.00.
- 5.4 Agreement – Independent Contractor – Luis Pena
Approval of the agreement between Victor Valley Community College District and Luis Pena for maintenance and repair of all weight room equipment as required by the district. The period of the agreement is August 25, 2008 through June 30, 2009. Fiscal Impact: Not to exceed \$7,400.00
- 5.5 Contract Education Services – Nathaniel Wyman
Ratification of the agreement between Victor Valley Community College District and Nathaniel Wyman to provide traffic school classes. The period of the agreement is June 14, 2008 through June 14, 2009. Fiscal Impact: \$140.00 to the District.
- 5.6 Contract Education Services – Gabriela McDonald
Ratification of the agreement between Victor Valley Community College District and Gabriela McDonald to provide traffic school classes. The period of the agreement is June 14, 2008 through June 14, 2009. Fiscal Impact: \$140.00 to the District.
- 5.7 Contract Education Services – Johnny Fingers
Ratification of the agreement between Victor Valley Community College District and Johnny Fingers to obtain a food handlers certification card. The period of the agreement is June 23, 2008 through June 23, 2009. Fiscal Impact: \$600.00 to the District.
- 5.8 Contract Education Services – Applebee's
Ratification of the agreement between Victor Valley Community College District and Applebee's to obtain a food handlers certification card. The period of the agreement is June 8, 2008 through June 8, 2009. Fiscal Impact: \$300.00 to the District.
- 5.9 Contract Education Services – YMCA of Metropolitan Los Angeles
Approval of the agreement between Victor Valley Community College District and YMCA of Metropolitan Los Angeles to obtain a food handlers certification card. The period of this agreement is for June 18, 2008 through June 18, 2009. Fiscal Impact: \$1,440.00 to the District.
- 5.10 Agreement – Independent Contractor – Heiberg Consulting, Inc.
Approval of the agreement between Victor Valley Community College District and Heiberg Consulting, Inc. to provide training to effectively use the database for the collection of data required by all U.S. Department of Education TRIO programs. The period of the agreement is August 11, 2008 through August 12, 2008. Fiscal Impact: TRIO Student Support Services grant budgeted item, not to exceed \$3,500.00.
- 5.11 Agreement – Independent Contractor – Matthew Huffine
Ratification of the agreement between Victor Valley Community College District Matthew Huffine to provide guest lecturer services to Upward Bound Math & Science participants during the 2008 Summer Academy, consistent with grant objectives. The period of the agreement is June 16, 2008 through July 25, 2008. Fiscal Impact: Upward Bound Math & Science grant, budgeted item not to exceed \$500.00.

- 5.12 Agreement – Brickley Environmental
Ratification of an Independent Contract Agreement between Brickley Environmental and between Victor Valley Community College District to remove and dispose of approximately 150 small PCBs (polychlorinated biphenyls) containing light ballasts from the fixtures located in the Auxiliary Gymnasium. Fiscal Impact: \$3,972.97 – Fund 71 expenditure. (This project is partially State funded and a portion of this may be reimbursable through the State.)
- 5.13 Agreement – Campus Planning Group
Ratification of the agreement with Campus Planning Group to prepare and submit to the State Chancellor's office the district's 5-year plan, space inventory report, enrollment projects and project proposals for the 2008-09 fiscal year. Fiscal Impact: \$15,000.00 plus reimbursable expenses – Fund 71 expenditure.
- 5.14 Agreement – El Dorado Broadcasters, LLC
Ratification of the agreement with El Dorado Broadcasters, LLC to advertise registration information for the fall term. Fiscal Impact: \$1,716.00 – from the Public Information department's advertising funds.
- 5.15 Agreement – Digital Networks Group, Inc.
Ratification of the agreement with Digital Networks Group, Inc. for the implementation of a smart classroom in the Nursing Lab room #3 to provide audio/video enhancements to the classroom. Fiscal Impact: \$6,461.93, budgeted item.
- 5.16 Agreement Renewal – Pacific Floor Company
Approval of the agreement with Pacific Floor Company to resurface the mezzanine floor in the gym. Fiscal Impact: \$12,720.00 – budgeted through Fund 71.
- 5.17 Agreement – Ontario Refrigeration
Ratification of the agreement with Ontario Refrigeration to replace the air conditioning unit in the Allied Health building. Fiscal Impact: \$15,790.00 from Fund 71.
- 5.18 Agreement – A&F Engineering Group, Inc.
Ratification of the agreement with A&F Engineering Group, Inc. to complete electrical engineering services. Fiscal Impact: \$10,000.00 – funded from Fund 71.
- 5.19 Renewal Agreement – Dewey Pest Control
Ratification of the agreement with Dewey Pest Control to provide pest control services as needed for the 2008-09 fiscal year. Fiscal Impact: \$5,160.00, budgeted item.
- 5.20 Renewal Agreement – Automatic Boiler Company
Ratification of the agreement with Automatic Boiler Company to provide service on a semi-annual basis for the two existing Bryan Boilers for the 2008-09 fiscal year. Fiscal Impact: \$2,600.00, budgeted item.
- 5.21 Renewal Agreement – North State Environmental
Ratification of the agreement North State Environmental to provide hazardous waste management services for the 2008-09 fiscal year. Fiscal Impact: \$24,000.00 – budgeted item.

- 5.22 Renewal Agreement – M&D Fire Equipment, Co.
Ratification of the agreement with M&D Fire Equipment, Co. to provide monthly service to campus fire extinguishers and to stock First Aid kits on campus for the 2008-09 fiscal year. Fiscal Impact: \$11,000.00 – budgeted item.
- 5.23 Renewal Agreement – American Fire Safety, Inc.
Ratification of the agreement with American Fire Safety, Inc. to provide service to campus fire sprinklers for the 2008-09 fiscal year. Fiscal Impact: \$3,929.94 – budgeted item.
- 5.24 Renewal Agreement – The Liquidation Company
Ratification of the agreement with The Liquidation Company to provide supply auctioneer services for the disposal of surplus equipment no longer of use or value to the college under Education Code 81450 for the 2008-09 fiscal year. Fiscal Impact: Revenue to the district. Auctioneer is paid a percentage of the sale price.
- 5.25 Renewal Agreement – Hi Desert Alarm
Ratification of the agreement with Hi Desert Alarm to maintain the fire alarm systems on campus for the 2008-09 fiscal year. Fiscal Impact: \$5,000.00 – budgeted item.
- 5.26 Renewal Agreement – B3 Backflow, Inc.
Ratification of the agreement with B3 Backflow, Inc. to provide annual testing and possible repairs of approximately 21 backflow preventers located throughout the campus for the 2008-09 fiscal year. Fiscal Impact: \$5,000.00 – budgeted item.
- 5.27 Board of Trustees Budget Transfer Request Report
Approval of the budget transfers. Fiscal Impact: None
- 5.28 Board of Trustees Payments Report
Approval of the Board of Trustees Payments Report. Fiscal Impact: None
- 5.29 Foundations Donations
Acceptance of donations as college property from the Victor Valley District Foundation for a total of \$44,962.34. Fiscal Impact: N/A
- 5.30 Agreement – Waterfall Mobile
Approval of the agreement to provide technology solutions to address emergency messaging needs across students, employees, parents, alumni and extended community, effective August 6, 2008 through June 30, 2013. Fiscal Impact: None
- 5.31 Renewal Agreement– XAP Corporation
Approval of the renewal agreement with XAP Corporation for the CCCApply online application system for the period of July 1, 2008 – June 30, 2009. Fiscal Impact: \$10,822.00, budgeted item
- 5.32 Authorized Signatory
Approval for Christopher O’Hearn, Deputy Superintendent/Executive Vice President to represent the board in the cases listed for the fiscal year 2008-2009 per Education Code 72282.

6. BOARD OF TRUSTEES

6.1 Separate approval of items pulled from consent agenda.

6.2 Board Member Compensation Resolution

It was MSC (Valles/Underhill, 4-1, Henderson abstaining) to adopt the resolution excusing Trustee Henderson's absence from the July 8, 2008 regular meeting and allowing him to be compensated for that meeting. Fiscal Impact: \$240.00

7. SUPERINTENDENT/PRESIDENT

7.1 Agreement, The Lew Edwards Group

It was MSC (Range/Underhill, 5-0) to ratify the agreement with The Lew Edwards Group to provide strategic bond feasibility and planning services related to a potential November 2008 Proposition 39 General Obligation Bond Measure. Fiscal Impact: Budgeted item, general funds, not to exceed \$21,000.00

7.2 Resolution - General Obligation Bond Election

It was MSC (Range/Underhill, 5-0) to adopt a Resolution Ordering a November 2008 General Obligation Bond Election. Fiscal Impact: The only financial obligation to the district will be the fees charged by the individual counties to hold this election. Estimated total cost is: The only financial obligation to the district will be the fees charged by the individual counties to hold this election.

Public Comments: Rick Piercy, Scott, Nassif, Doug Qualls, Doug Schumway, Steve Lantsberger, James Hulbert, Wendy Rosales, Heena Mehra, Brian Pachman, Scott Kubick, Jason Nailson, and Art Bishop

7.3 Agreement – California Association of Realtors

It was MSC (Range/Underhill, 5-0) to approve the College Administration to enter into a no cost Buyer Representation Agreement. Fiscal Impact: None

7.4 Approval to Negotiate – Workforce Development Center Land

It was MSC (Range/Valles, 5-0) to approve the following negotiating team: President of the Board, President of the College, Chief Financial Officer, and General Counsel for the District (as needed), to begin negotiations for the acquisition of property suitable for a future campus within the District. The negotiating team is authorized to begin negotiations with Carl E. Ross, living trust, for approximately 50 acres more or less, located in parcel number APN 3064-571-01. The negotiating team is further authorized to negotiate with Jue Family Property, approximately 49 acres more or less, located Mariposa Road & South of Eucalyptus, parcel number APN 0405-042-48.

7.5 Approval to Negotiate – Old Town Center Victorville

It was MSC (Range/Underhill, 5-0) to approve the following negotiating team: President of the Board, President of the College, Chief Financial Officer, Director of Facilities and General Counsel for the District (as needed), to begin negotiations for the leasing of property to be used as an Education Center. The negotiating team is authorized to begin negotiations with Meronia Enterprises Inc. (owner/landlord) for leasing of property located at 16895 and 16897 B Street, Victorville, CA 92392.

9. STUDENT SERVICES

9.1 Grant Award – GEAR UP Program

It was MSC (Underhill/Range, 5-0) to accept the GEAR UP Program grant award. Fiscal Impact: Approximately \$6,917,398.00 to the district over six years.

10. ADMINISTRATIVE SERVICES

10.1 Maintenance Renewal – Nexus Integration Services

It was MSC (Henderson/Underhill, 5-0) to approve the agreement with Nexus Integration Services, Inc. to provide maintenance support on all campus Cisco Smartnet supported devices, to include network switches, routers, bridges, servers, phones and software. Fiscal Impact: \$63,393.11, budgeted item.

11. HUMAN RESOURCES

11.1 Management Appointment, Vice President, Human Resources

It was MSC (Henderson/Range, 5-0) to approve the appointment of Fusako Yokotobi, Vice President, Human Resources beginning on or after August 6, 2008. Fiscal Impact: Range 22 on the Management Salary Schedule, \$14,313/month plus benefits.

12. INFORMATION/DISCUSSION

None

13. REPORTS (3 minute limit per report)

13.1 Foundation

Ginger Ontiveros

13.2 Employee Groups

a) CTA

No report

b) CSEA

No report

c) AFT Part-Time Faculty United

No report

14. TRUSTEE COMMENTS

ASB – Christian Zambrano thanked everyone for their personal involvement at the past ASB retreat. The ASB is hoping for a successful bond and thanked the Board of Trustees for their support.

Ms. Valles thanked everyone who came out to support bond and the board members for coming together and putting this bond forward. She is really looking forward to making a difference to education.

15. The following individuals made a comment with respect to non-agenized items: Margaret Kagy, Cathy Cosgrove, Jessica Vera, Phillip Davis, Francisco Ross, Patricia Riley, Ed Heaberlin, and Mecca Denson

16. Adjournment

It was MSC (Underhill/Valles, 5-0) to adjourn the meeting at p.m. The motion carried unanimously.

Dennis Henderson, Clerk


Date Approved


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

BOARD CONSENT BOARD ACTION BOARD INFORMATION (no action required)

TOPIC: CONTRACT EDUCATION SERVICES – GREEN MANGO THAI BISTRO

SUBMITTED BY: Debbie Potts, Contract Education Services

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 Green Mango Thai Bistro. The period of this agreement is from June 26, 2008 through June 26, 2009.

A copy of this agreement is available in the president's office for your review.

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: \$210.00 to the District

Recommended Action:

It is recommended by the Superintendent/President that the Board of Trustees ratify an agreement between Victor Valley Community College District and Green Mango Thai Bistro. The period of this agreement is from June 26, 2008 through June 26, 2009.

Legal Review: YES NOT APPLICABLE

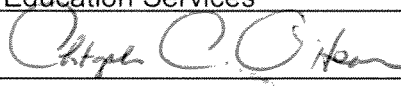
Reference for Agenda: YES NO

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

BOARD CONSENT BOARD ACTION BOARD INFORMATION (no action required)

TOPIC: CONTRACT EDUCATION SERVICES – PHO CUONG – VIETNAMESE RESTAURANT

SUBMITTED BY: Debbie Potts, Contract Education Services

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 Cuong-Vietnamese Restaurant. The period of this agreement is from June 27, 2008 through June 27, 2009.

A copy of this agreement is available in the president's office for your review.

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: \$300.00 to the District

Recommended Action:

It is recommended by the Superintendent/President that the Board of Trustees ratify an agreement between Victor Valley Community College District and Cuong-Vietnamese Restaurant. The period of this agreement is from June 27, 2008 through June 27, 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: CONTRACT EDUCATION SERVICES – AMVETS

SUBMITTED BY: Debbie Potts, Contract Education Services

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 Amvets. The period of this agreement is from August 07, 2008 through August 7, 2009.

A copy of this agreement is available in the president's office for your review.

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: \$300.00 to the District

Recommended Action:

It is recommended by the Superintendent/President that the Board of Trustees ratify an agreement between Victor Valley Community College District and Amvets. The period of this agreement is from August 07, 2008 through August 7, 2009.

Legal Review: YES ___ NOT APPLICABLE X___


Reference for Agenda: YES ___ NO X___

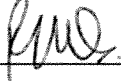
**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM**

BOARD CONSENT BOARD ACTION BOARD INFORMATION (no action required)

TOPIC: CONTRACT EDUCATION SERVICES – MOLLY BROWN'S

SUBMITTED BY: Debbie Potts, Contract Education Services

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 Molly Brown's. The period of this agreement is from July 18, 2008 through July 18, 2009.

A copy of this agreement is available in the president's office for your review.

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: \$750.00 to the District

Recommended Action:

It is recommended by the Superintendent/President that the Board of Trustees ratify an agreement between Victor Valley Community College District and Molly Brown's. The period of this agreement is from July 18, 2008 through July 18, 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: CONTRACT EDUCATION SERVICES – ROUNDS, MILLER, AND ASSOCIATES

SUBMITTED BY: Debbie Potts, Contract Education Services

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 Rounds, Miller, and Associates. The period of this agreement is from July 12, 2008 through November 4, 2008.

A copy of this agreement is available in the president's office for your review.

Need:

Build Your Own Business Website and Save Money teaches website beginners, experts, managers, and web designers to design professional looking and cost effective websites. Six Figure Speaking – Become a Professional Speaker workshop is designed for those who want to enter the highly lucrative business of seminars, workshops, and professional speaking. How to Eliminate Clutter in Your Life and Get Organized is an interactive program designed to encourage attendees get organized.

Fiscal Impact: \$1,800.00 to the District

Recommended Action:

It is recommended by the Superintendent/President that the Board of Trustees ratify an agreement between Victor Valley Community College District Rounds, Miller, and Associates. The period of this agreement is from July 12, 2008 through November 4, 2008.

Legal Review: YES ___ NOT APPLICABLE X ___

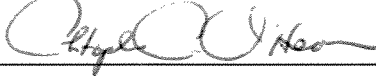
Reference for Agenda: YES ___ NO X ___

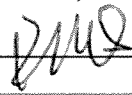
**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM**

BOARD CONSENT BOARD ACTION BOARD INFORMATION (no action required)

TOPIC: CONTRACT EDUCATION SERVICES – CHILI'S RESTAURANT

SUBMITTED BY: Debbie Potts, Contract Education Services

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 Chili's Restaurant. The period of this agreement is from June 17, 2008 through June 17, 2009.

A copy of this agreement is available in the president's office for your review.

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: \$600.00 to the District

Recommended Action:

It is recommended by the Superintendent/President that the Board of Trustees ratify an agreement between Victor Valley Community College District and Chili's Restaurant. The period of this agreement is from June 17, 2008 through June 17, 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: Ebmeyer Charter and Tour

SUBMITTED BY: Victoria Hinds, Student Services

RECOMMENDED BY: Christopher O'Hearn 

APPROVED BY: Robert Silverman 

Description/Background:

The District wishes to contract with Ebmeyer Charter and Tour to provide transportation for the Mens/Women's Soccer team as well as the Intercollegiate Football team during the Fall 2008 term.

Need:

The above item is needed to transport the teams to "away games" during the season.

Fiscal Impact: Budgeted item, Athletics budget, not to exceed \$22,932.00

Recommended Action: This item has been approved by the Superintendent/President and it is recommended that the Board of Trustees approve the quote/contract(s) for \$22,932.00.

Legal Review: YES NOT APPLICABLE

Reference for Agenda: YES NO

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM

BOARD CONSENT BOARD ACTION BOARD INFORMATION (no action required)

TOPIC: AGREEMENT FOR ADDITIONAL SERVICES – SPENCER/HOSKINS ASSOCIATES

SUBMITTED BY: Steve Garcia, Facilities Construction

RECOMMENDED BY: Steve Garcia Stephen R Garcia

APPROVED BY: Robert Silverman [Signature]

Description/Background:

The district wishes to increase the original scope of the existing agreement to include additional services with Spencer/Hoskins Associates for the Seismic Replacement Auxiliary Gymnasium (aka: Adaptive PE) project. As a value engineering measure, Alucobond aluminum cladding will be deleted from the project scope and will be replaced with an equal but alternative product, saving the district thousands of dollars. In order to proceed with the value engineering, the architects and structural engineers must recalculate the structural loads.

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

Need:

Although there is a cost associated with this additional service proposal, the savings associated with the value engineering will ultimately save the district a much larger amount of money than will be expended.

Recommended Action/Fiscal Impact: This item has been approved by the Superintendent/President, and it is recommended that the Board of Trustees ratify the agreement for additional services with Spencer/Hoskins Associates in the amount of \$4,660.00 - Fund 71 expenditure. (This project is partially State funded and a portion of this may be reimbursable through the State.)

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 – EL DORADO BROADCASTERS, LLC

SUBMITTED BY: Bill Greulich, Public Information

RECOMMENDED BY: Bill Greulich Bill Greulich

APPROVED BY: Robert Silverman RS

Description/Background:

The district wishes to enter into an agreement with El Dorado Broadcasters, LLC to continue advertising registration information for the Fall term.

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

Need:

Promoting Victor Valley College through El Dorado Broadcasters, LLC for the Fall term alerts the public that registration at the college is now underway.

Recommended Action/Fiscal Impact: This item has been approved by the Superintendent/President, and it is recommended that the Board of Trustees ratify the agreement with El Dorado Broadcasters, LLC in the amount of \$2,982.00 – from the Public Information department's advertising funds.

Legal Review: YES ___ NOT APPLICABLE X

Reference for Agenda: YES ___ NO X

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

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

TOPIC: BOARD OF TRUSTEES PAYMENTS REPORT

SUBMITTED BY: Renee Garcia, Fiscal Services

RECOMMENDED BY: Mary Pringle



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.

Need: N/A

Fiscal Impact: None

Recommended Action:

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

Legal Review: YES NOT APPLICABLE

Reference for Agenda: YES NO

BOARD PAYMENT REPORT
 BOARD OF TRUSTEES MEETING, SEPT. 9, 2008

	General Fund	Insurance Trust	Cap Projects Fund	Child Dev Ctr Fund	Dept Service	Student Cntr Fee
BATCH 0045	\$ 8,652.46					
BATCH 0046			\$ 10,880.96			
BATCH 0047	\$ 10,917.08					
BATCH 0048	\$ 9,337.97					
BATCH 0048A	\$ 41,559.55					
BATCH 0049	\$ 15,205.14					
BATCH 0050			\$ 30,400.00			
BATCH 0050A	\$ 62,914.05					
BATCH 0051	\$ 438.12					
BATCH 0052	\$ 2,339.64					
BATCH 0053	\$ 13,967.31					
BATCH 0054	\$ 35.04					
BATCH 0055	\$ 960.21					
BATCH 0056	\$ 260.14					
BATCH 0057	\$ 50.62					
BATCH 0058 VOIDED						
BATCH 0058A			\$ 1,445.61			
BATCH 0059			\$ 327.05			
BATCH 0060	\$ 35.71					
BATCH 0061 VOIDED						
BATCH 0061A	\$ 1,656.95					
BATCH 0062	\$ 1,943.31					
BATCH 0063	\$ 1,340.61					
BATCH 0064	\$ 7,759.30					
BATCH 0065			\$ 11,624.12			
BATCH 0066	\$ 4,765.50					
BATCH 0067			\$ 762.33			
BATCH 0068	\$ 2,164.83					
BATCH 0068A	\$ 5,496.00					
BATCH 0069		\$527.22				
BATCH 0070	\$ 4,246.07					
BATCH 0071			\$ 5,530.00			
BATCH 0072 VOIDED						
BATCH 0072A			\$ 2,719.00			
BATCH 0073 VOIDED						

**BOARD PAYMENT REPORT
BOARD OF TRUSTEES MEETING, SE[PT. 9, 2008**

	General Fund	Insurance Trust	Cap Projects Fund	Child Dev Ctr Fund	Dept Service	Student Cntr Fee
BATCH 0073A	\$ 10,065.99					
BATCH 0074 VOIDED						
BATCH 0074A	\$ 86,365.99					
BATCH 0075	\$ 15,851.13					
BATCH 0075A	\$ 2,241.30					
BATCH 0076	\$ 803.02					
BATCH 0077	\$ 64.53					
BATCH 0077A	\$ 7,272.00					
BATCH 0078	\$ 1,942.57					
BATCH 0079	\$ 887.41					
BATCH 0080	\$ 771.42					
BATCH 0081	\$ 7,666.82					
BATCH 0082	\$ 2,999.87					
BATCH 0083 VOIDED						
BATCH 0083A			\$ 297,749.50			
BATCH 0084			\$ 1,100.00			
BATCH 0084A			\$ 9,900.00			
BATCH 0085			\$ 15,490.00			
BATCH 0085A			\$ 15,165.50			
BATCH 0086 VOIDED						
BATCH 0086A			\$ 83,354.27			
BATCH 0087			\$ 15,910.56			
BATCH 0087A			\$ 153,850.40			
BATCH 0088	\$ 9,594.86					
BATCH 0089	\$ 2,015.72					
BATCH 0090 VOIDED						
BATCH 0090A	\$ 2,270.65					
BATCH 0091	\$ 5,591.17					
BATCH 0091A	\$ 13,511.00					
BATCH 0092	\$ 1,839.00					
BATCH 0093	\$ 5,698.00					
BATCH 0094						
BATCH 0095	\$ 1,000.00		\$ 10,008.67			
BATCH 0096	\$ 17,707.97					
BATCH 0097	\$ 11,875.00					
BATCH 0098	\$ 877.84					
BATCH 0099 VOIDED						

**BOARD PAYMENT REPORT
BOARD OF TRUSTEES MEETING, SEPT. 9, 2008**

	General Fund	Insurance Trust	Cap Projects Fund	Child Dev Ctr Fund	Dept Service	Student Cntr Fee
BATCH 0099A						
BATCH 0100 VOIDED						
BATCH 0100A			29,025.82			
BATCH 0101	\$ 6,259.05		47,250.00			
BATCH 0102	\$ 6,416.55					
BATCH 0102A	\$ 3,023.28					
BATCH 0103 VOIDED						
BATCH 0103A	\$ 106,846.64					
BATCH 0104	\$ 3,934.61					
BATCH 0105	\$ 13,835.10					
BATCH 0106	\$ 876.24					
BATCH 0106A	\$ 109,873.66					
BATCH 0107	\$ 1,141.00					
BATCH 0108	\$ 1,014.00					
BATCH 0108A	\$ 1,790.00					
BATCH 0109			560.00			
BATCH 0110	\$ 12,404.84					
BATCH 0110A	\$ 192,593.00					
BATCH 0111 VOIDED						
BATCH 0111A			3,972.40			
BATCH 0112	\$ 27,450.00					
BATCH 0113	\$ 123.00					
BATCH 0114	\$ 5,394.36					
BATCH 0115	\$ 8,490.00					
BATCH 0115A	\$ 66,320.00					
BATCH 0116 VOIDED						
BATCH 0116A						
BATCH 0117 CONTAINS NO BATCH			339,848.21			
BATCH 0118	\$ 529.00					
BATCH 0119	\$ 9,534.93					
BATCH 0119A	\$ 7,541.30					
BATCH 0120	\$ 3,386.10					
BATCH 0121	\$ 9,269.87					
BATCH 0122	\$ 2,027.16					
BATCH 0123 CONTAINS NO BATCH						
BATCH 0123A	\$ 3,416.72					
BATCH 0124	\$ 14,067.97					
BATCH 0124A	\$ 2,797.31					

BOARD OF TRUSTEES MEETING, SEPT. 9, 2008

	General Fund	Insurance Trust	Cap Projects Fund	Child Dev Ctr Fund	Dept Service	Student Cntr Fee
BATCH 0125 CONTIANS NO BATCH						
BATCH 0126	\$ 8,947.97					
BATCH 0127	\$ 8,728.41					
BATCH 0128	\$ 17,779.77					
BATCH 0129	\$ 968.54					
BATCH 0129A	\$ 1,695.00					
BATCH 0130			\$ 3,454.00			
BATCH 0131	\$ 4,377.10					
BATCH 0131A	\$ 2,389.46					
BATCH 0132	\$ 24,981.73					
BATCH 0132A	\$ 5,629.92					
BATCH 0133	\$ 3,615.00					
BATCH 0134	\$ 939.00					
BATCH 0135	\$ 71,097.29					
BATCH 0136 CONTAINS NO BATCH						
BATCH 0136A	\$ 15,053.94					
BATCH 0137	\$ 4,115.08					
BATCH 0138	\$ 1,959.96					
BATCH 0139	\$ 2,829.50					
TOTAL	\$ 1,200,422.23	\$527.22	\$ 1,090,328.40	\$0.00	\$0.00	\$0.00

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM

BOARD CONSENT BOARD ACTION BOARD INFORMATION (no action required)

TOPIC: BOARD OF TRUSTEES BUDGET TRANSFER REQUEST REPORT

SUBMITTED BY: Deedee Orta, Administrative Services

RECOMMENDED BY: Mary Pringle Mary Pringle

APPROVED BY: Robert Silverman RS

Description/Background:

The adopted budget represents our best estimates of both income and expenditures. As the year progresses, however, the college operations require that funds be transferred between expenditure types (i.e., full-time to hourly or supplies to equipment) to carry out the needs of the District. As provided in Title 5, Section 58307, the Board of Trustees may approve transfers between major expenditure classifications to allow for needed purchases. Unless otherwise noted, the transfers are within the unrestricted General Fund (Fund 01).

Need: N/A

Fiscal Impact: None

Recommended Action:

It is recommended that the Board of Trustees approve the budget transfers as submitted.

Legal Review: YES NOT APPLICABLE

Reference for Agenda: YES NO

VICTOR VALLEY COLLEGE
BUDGET TRANSFER REQUEST REPORT
From 06/30/08 to 06/30/08

Batch No.	Fund	Program		Account	Amount	
		From:	To:		Increase	Decrease
1107	F01	6510-Maintenance/Operations	6510-Maintenance/Operations	4500-Other Supplies 5900-Other Expense		1,000 1,000
(To Cover Negative Balance)						
1114	F01	4934-Basic Skills 4934-Basic Skills 4934-Basic Skills	4934-Basic Skills 4934-Basic Skills 4934-Basic Skills	Salary & Benefits 4300-Other Supplies 5815-Plaques/Awards w/engraving Salary & Benefits 5805-License Fees 6200-Buildings-New & Remodel		13,185 11,360 3,000 18,110 389 9,046
(To Cover Negative Balance)						
1128	F01	6350-Student Support Svcs.	6350-Student Support Svcs.	4500-Other Supplies 5840-Contracted Services		120 120
(To Cover Contracted Services)						
1129	F01	6350-Student Support Svcs.	6350-Student Support Svcs.	2480-Class-I/NR-Students 5840-Contracted Services		19,000 19,000
(To Cover Contracted Services)						
1139	F01	6920-Child Development Center 6920-Child Development Center 6920-Child Development Center 6920-Child Development Center	0000-District-Wide Holding Program 6920-Child Development Center 6920-Child Development Center 6920-Child Development Center	Benefits 4300-Other Supplies 5200-Travel/Conference Instructional 5350-Postage Expense 8620-Child Development Apport Salaries & Benefits 6400-New Equipment 6405-Computers		627 1,990 1,582 567 8,028 8,748 1,921 2,125
(Budget Updates)						
1139	F01	6920-Child Development Center 6920-Child Development Center	0000-District-Wide Holding Program 6920-Child Development Center 6920-Child Development Center 6920-Child Development Center	Salaries & Benefits 4500-Other Supplies 8620-Child Development Apport 5200-Travel/Conference Instructional Benefits 4300-Other Supplies		215 20 1,200 954 5 476
(Budget Update)						
1140	F01	6430-EOPS 6430-EOPS 6430-EOPS 6430-EOPS 6430-EOPS 6430-EOPS	6411-CARE 6430-EOPS 6430-EOPS 6430-EOPS	Salaries & Benefits 4500-Other Supplies 5201-Travel/Conference Non Instruct 5810-Advertising-Public Relations 5840-Contracted Services 6405-Computers 2180-Classified-NI/Reg Salaries & Benefits 5532-Bottled Water 7610-Student Book Service		58,686 18,494 4,914 3,370 224 3,988 51,891 29,043 53 8,689
(To Cover Negative Balances)						
1145	F01	6470-TANF Grant 6470-TANF Grant 6470-TANF Grant 6470-TANF Grant 6470-TANF Grant 6470-TANF Grant 6470-TANF Grant	6470-TANF Grant 6470-TANF Grant	Benefits 4500-Other Supplies 5200-Travel/Conference Instructional 5805-License Fees 6405-Computers 7500-Grants 7610-Student Book Service Salaries & Benefits 7620-Other Services-Students		6,213 7,047 1,491 278 856 1,000 2,467 17,270 2,082
(To Cover Negative Balances)						

VICTOR VALLEY COLLEGE
BUDGET TRANSFER REQUEST REPORT
From 06/30/08 to 06/30/08

Batch No.	Fund	Program		Account	Amount			
		From:	To:		Increase	Decrease		
1145	F01	4970-Teacher-Learning Center		1100-Teachers Salary-Regular		1,825		
		6455-Dean of Student Services		2180-Classified-NI/Reg		2,512		
		6060-Dean-Vocational Programs		5202-Travel/Conference-Admin		46		
		6060-Dean-Vocational Programs		5840-Contracted Services		782		
		6060-Dean-Vocational Programs		1350-Personal Services		1,053		
		6350-Student Support Services		5691-Prior Year Rollovers		3,798		
		6350-Student Support Services		5840-Contracted Services		12,204		
			6455-Dean of Student Services	3410-Health and Welfare	4,336			
			4970-Teacher-Learning Center	3510-State Unemployment Ins	1			
			6060-Dean-Vocational Programs	Salaries & Benefits	192			
			6060-Dean-Vocational Programs	4500-Other Supplies	1,689			
			6350-Student Support Services	7610-Student Book Service	3,798			
			6350-Student Support Services	Benefits	7,953			
			6350-Student Support Services	4300-Instructional Supplies	218			
			6350-Student Support Services	5630-Contracts-Rents & Leases	4,033			
		(To Cover Negative Balances)						
		1145	F01	6350-Student Support Services		3410-Health and Welfare		23,480
				0948-Automotive Technology		Benefits		2,551
				0948-Automotive Technology		4300-Instructional Supplies		6,493
				0948-Automotive Technology		5200-Travel/Conference Instructional		428
				0948-Automotive Technology		5691-Prior Year Rollovers		6,454
				0948-Automotive Technology		6400-New Equipment		6,967
					6350-Student Support Services	Benefits	7,545	
	6350-Student Support Services			4500-Other Supplies	326			
	6350-Student Support Services			5200-Travel/Conference Instructional	2,125			
	6350-Student Support Services			5630-Contracts-Rents & Leases	3,978			
	6350-Student Support Services			5840-Contracted Services	9,506			
	0948-Automotive Technology			Benefits	5,214			
	0948-Automotive Technology			5200-Travel/Conference Instructional	966			
	0948-Automotive Technology			Salaries	16,713			
(To Cover Negative Balances)								
1146	F01			0000-District Wide Holding Program		8120-Higher Education Act		32,642
				4900-Interdisciplinary Studies		2480-Class-I/NR-Students		32,642
		0000-District Wide Holding Program		8680-Lottery		59,010		
		6790-Technical Services		5650-Contracts-Maint Agreements		34,900		
		6570-Utilities		5740-Assessment Fee		12,590		
		6570-Utilities		5520-Electric		3,494		
		6570-Utilities		5525-Gas		1,000		
		6570-Utilities		5540-Telephone		2,807		
		4970-Teaching-Learning Center		1100-Teachers Salary-Regular		3,055		
		4970-Teaching-Learning Center		Benefits		1,164		
			0000-District Wide Holding Program	8199-Other Federal Revenues	89,196			
			0948-Automotive Technology	1350-Personal Services	10,300			
			0948-Automotive Technology	4300-Instructional Supplies	78,896			
			0000-District Wide Holding Program	8151-SEOG Grants	96			
			6460-Financial Aid Admin	5202-Travel/Conference-Admin	96			
			0000-District Wide Holding Program	8150-Pell Grants	4,033			
			6460-Financial Aid Admin	3920-Other Benefits-Non Instruc	4,033			
			0000-District Wide Holding Program	8629-Block Grant	4,123			
			6460-Financial Aid Admin	2180-Classified-NI/Reg	4,123			
			0000-District Wide Holding Program	8623-Matriculation	16,032			
			6212-Non-Credit Matriculation	1480-Academic-NI/NR Counselors	16,032			
			0000-District Wide Holding Program	8623-Matriculation	28,765			
			6210-Cr Matriculation	1280-Academic-NI/Reg Counselors	28,765			
(Budget Updates)								

VICTOR VALLEY COLLEGE
BUDGET TRANSFER REQUEST REPORT
From 06/30/08 to 06/30/08

Batch No.	Fund	Program		Account	Amount			
		From:	To:		Increase	Decrease		
1145	F01	Various Programs		Salaries & Benefits		40,677		
		Various Programs		4300-Instructional Supplies		19,546		
		Various Programs		5200-Travel/Conference Instructional		2,854		
		Various Programs		5300-Dues & Memberships		35		
		Various Programs		5840-Contracted Services		2,332		
		Various Programs		6400-New Equipment		542		
		Various Programs		6405-Computers		958		
			Various Programs	Salaries & Benefits	21,042			
			Various Programs	4300-Instructional Supplies	29,924			
			Various Programs	5200-Travel/Conference Instructional	328			
			Various Programs	5805-License Fees	13,579			
			Various Programs	5840-Contracted Services	31			
			Various Programs	6400-New Equipment	2,040			
		(To Cover Negative Balances)						
1145	F01	6480-Veterans		5300-Dues & Memberships		50		
		6455-Dean of Student Services		Salaries		146,446		
		6455-Dean of Student Services		5840-Contracted Services		4,242		
		6455-Dean of Student Services		5850-Bank Charges		10,000		
		6455-Dean of Student Services		6400-New Equipment		212,979		
			6455-Dean of Student Services	5202-Travel/Conference-Admin	50			
			Various Programs	Salaries & Benefits	297,975			
			Various Programs	4300-Instructional Supplies	3,989			
			Various Programs	6400-New Equipment	2,657			
			6455-Dean of Student Services	7610-Student Book Service	5,567			
			6455-Dean of Student Services	4500-Other Supplies	58,909			
			6455-Dean of Student Services	5200-Travel/Conference Instructional	4,570			
		(To Cover Negative Balances)						
		1145	F01	Various Programs		Salaries & Benefits		50,000
	Various Programs			Salaries & Benefits	46,441			
	6455-Dean of Student Services			4510-Non Instructional Software	1			
	6455-Dean of Student Services			5840-Contracted Services	2,963			
	1900-Physical Sciences			6400-New Equipment	595			
(To Cover Negative Balances)								
1145	F01	Various Programs		Salaries & Benefits		98,903		
		6420-DSPS		4310-Instructional Software		166		
		6420-DSPS		5200-Travel/Conference Instructional		336		
		Various Programs		5840-Contracted Services		14,852		
		Various Programs		5805-License Fees		24,213		
		6570-Utilities		5520-Electric		82		
		6570-Utilities		5691-Prior Year Rollover		5,616		
		6930-Auxiliary Services		6400-New Equipment		1,824		
			Various Programs	Salaries & Benefits	81,131			
			Various Programs	4300-Instructional Supplies	4,935			
			Various Programs	5200-Travel/Conference Instructional	3,500			
			Various Programs	5650-Contracts-Maint Agreements	35,021			
			Various Programs	6400-New Equipment	3,858			
			6040-Dean-Academic Programs	7620-Other Services-Students	340			
			6130-Media	6430-Replacement Equipment	2,595			
			6770-Purchasing	5630-Contracts-Rents & Leases	13,112			
			6040-Dean-Academic Programs	5810-Advertising-Public Relations	1,500			
(To Cover Negative Balances)								

VICTOR VALLEY COLLEGE
BUDGET TRANSFER REQUEST REPORT
From 06/30/08 to 06/30/08

Batch No.	Fund	Program		Account	Amount	
		From:	To:		Increase	Decrease
1145	F01	Various Programs		Salaries & Benefits		2,145
		Various Programs		4500-Other Supplies		7,082
		6510-Maintenance/Operations		5840-Contracted Services		34,307
		6520-District Recycling		6400-New Equipment		1,821
		6212-Non-Credit Matriculation		4510-Non Instructional Software		19
		6212-Non-Credit Matriculation		5805-License Fees		22
		6920-Child Development Center		4300-Instructional Supplies		1,401
		6920-Child Development Center		5200-Travel/Conference Instructional		1,582
		6920-Child Development Center		5350-Postage Expense		567
			Various Programs	Salaries & Benefits	8,310	
			6510-Maintenance/Operations	4500-Other Supplies	21,628	
			6510-Maintenance/Operations	5710-Audit Expense	551	
			6510-Maintenance/Operations	6200-Buildings-New & Remodel	14,411	
			6920-Child Development Center	6400-New Equipment	1,921	
	6920-Child Development Center	6405-Computers	2,125			
(To Cover Negative Balances)						


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

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

TOPIC: AGREEMENT – OLIVER CONSTRUCTION

SUBMITTED BY: Chris Hylton, Director of Maintenance & Operations

RECOMMENDED BY: Chris Hylton 

APPROVED BY: Robert Silverman 

Description/Background:

The district wishes to enter into an agreement with Oliver Construction to pour a concrete 5' x 10' x 6" equipment pad for the emergency generator in the gym to be placed on. This concrete pad will provide stability for the emergency generator.

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

Need:

The district's gym has been designated by the Red Cross as an Emergency Collection Facility in the event of a natural disaster. This generator must be stable and operational at all times in the event that the gym is needed to house displaced residents during a natural disaster.

Fiscal Impact: \$800.00 – Budgeted item.

Recommended Action:

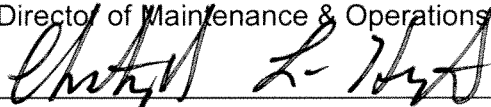
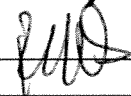
This item has been approved by the Superintendent/President, it is recommended that the Board of Trustees ratify the agreement with Oliver Construction in the amount of \$800.00.

Legal Review: YES NOT APPLICABLE

Reference for Agenda: YES NO

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

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

TOPIC: AGREEMENT – GALAXY MOVING
SUBMITTED BY: Chris Hylton – Director of Maintenance & Operations
RECOMMENDED BY: Chris Hylton 
APPROVED BY: Robert Silverman 

Description/Background:

The Fiscal Department is moving from their current location to the office area that used to house the MIS Department in Building 10A. District maintenance staff is not available due to preparation requirements before the beginning of the Fall semester. To avoid disruption of services during “rush” the Fiscal Department needs to be moved before the beginning of the semester.

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

Need:

Move the Fiscal Department to a new location for more efficient use of space and better service to students and staff.

Fiscal Impact: \$650.00 – Budgeted item.

Recommended Action:

This item has been approved by the Superintendent/President, it is recommended that the Board of Trustees ratify the agreement with Galaxy Moving in the amount of \$650.00.

Legal Review: YES NOT APPLICABLE

Reference for Agenda: YES NO


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

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

TOPIC: AGREEMENT RENEWAL – KEENAN & ASSOCIATES
LOSS CONTROL SERVICES AGREEMENT

SUBMITTED BY: Mary Pringle, Director of Fiscal Services

RECOMMENDED BY: Mary Pringle 

APPROVED BY: Robert Silverman 

Description/Background:

The district wishes to renew its agreement with Keenan & Associates to provide loss control services as needed for the 2008–2009 fiscal year. These services are intended to promote safety awareness, assist in the identification of conditions which may pose a risk of bodily injury and/or property damage, and offer recommendations to help mitigate the district's risk of loss.

Need:

This is an annual renewal that is needed to provide loss control services for the district.

Fiscal Impact: Not to exceed \$20,000 – 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 Keenan and Associates not to exceed \$20,000.

Legal Review: YES NOT APPLICABLE

Reference for Agenda: YES NO

LOSS CONTROL SERVICES AGREEMENT

This **Loss Control Services Agreement** ("Agreement") is made and entered into by and between **Victor Valley Community College District** ("Client") and **Keenan & Associates** ("Keenan"), as of **July 1, 2008** ("Effective Date").

RECITALS

- A. Client maintains a liability insurance program ("Insurer") to protect itself against claims and losses arising out of its day to day operations;
- B. Keenan is a specialty insurance services provider with expertise in providing insurance and loss control related services to California school districts, municipalities, health care providers and their related entities.
- C. Client desires Keenan to perform certain loss control services as a compliment to its Insurance program; and
- D. Keenan desires to provide such loss control services, subject to the terms and conditions described in this Agreement.

AGREEMENT

The parties agree as follows:

1. **TERM:**

The term of this Agreement is from the Effective Date through **June 30, 2009** ("Termination Date").

2. **KEENAN'S RESPONSIBILITIES AND SCOPE OF SERVICES:**

- A. Client elects and Keenan shall provide the services ("services") described in Exhibit A, attached hereto and incorporated herein, during the term of this Agreement.
- B. Keenan's loss control services are intended to (i) promote safety awareness, (ii) assist in the identification of conditions which may pose a risk of bodily injury and/or property damage, and (iii) offer recommendations and/or suggestions to help mitigate Client's risk of loss. Keenan does not represent that the Services will identify every potentially risk or hazard inherent in Client's business activities or existing on Client's premises. We are confident that Keenan's loss control services will help Client to promote a safer environment, but Keenan does not represent, guaranty or promise that the Services will eliminate all risk of injury or property damage, or result in improved loss experience.

- C. In providing the Services, Keenan shall act in an advisory and consultative capacity. Client shall retain the right to determine whether to act on or implement the information, recommendations, and suggestions provided by Keenan, and the manner by which any such action or implementation shall be undertaken.
- D. The relationship of Keenan and Client shall be that of an independent contractor and Keenan shall at all times remain responsible for its own operational and personnel expenses. Under no circumstance shall any employee of one party look to the other party for any payment or the provision of any benefit, including without exception, workers' compensation coverage. Except as may be expressly set forth in or contemplated by this Agreement, neither party shall have the right to act on behalf of the other, or to bind the other to any contract or other obligation.
- E. Keenan shall not provide any legal, tax, or accounting service, advice, or opinion, and the Services shall not be interpreted as representing any such service, advice or opinion. Client shall consult its own attorney on all legal issues, and its own tax and accounting experts on all tax, accounting, and financial matters relating to its operations, including without limitation, the establishment and/or operation of the Plans
- F. In providing its Services, Keenan shall comply with all applicable state and federal laws and regulations, and obtain and maintain all necessary licenses, registrations, and/or permits necessary for the performance of its duties under this Agreement.
- G. Keenan reserves the right to engage independent contractors and/or subcontractors to assist it in performing the Services. The use of such individuals shall not relieve either party of any of its duties under this Agreement.
- H. The Services provided to Client are non-exclusive and Keenan may provide the same or similar services to other clients who may be in the same industry, business, or service as Client.

3. **CLIENT'S DUTIES AND RESPONSIBILITIES:**

- A. Client shall retain all authority and responsibility for the implementation of any suggestions or recommendation made by Keenan as part of the Services.
- B. Client shall provide Keenan with timely access to such information and individuals, including its outside advisors and consultants, as may be necessary for Keenan to perform the Services. Keenan shall not be responsible for any delay in its performance that results from the failure of Client, or any person acting on behalf of Client, to make available any information or individual in a timely manner.

C. All information provided to Keenan by Client, in anticipation of or in relation to the Services to be provided by Keenan, shall be complete and accurate, and Keenan may rely upon such information.

D. Keenan's inspection services, if selected, are not intended to substitute for ongoing inspection and maintenance of Client's facilities. It shall remain Client's responsibility to perform and/or secure inspection, maintenance and responsibility to perform and/or secure standard inspection, maintenance and repair services for its facilities and equipment, including without limitation, any service typically performed by a licensed or certified service professional (e.g., HVAC contractor, electrician, plumber, elevator service personnel, etc.).

4. **COMPENSATION:**

Keenan shall receive compensation for the services rendered under this Agreement as provided in the attached Exhibit B.

5. **INSURANCE:**

Keenan shall procure and maintain during the term of this Agreement the following insurance coverages, and shall provide certificates of insurance to Client upon Client's request.

- i. Workers' Compensation: Coverage in conformance with the laws of the State of California and applicable federal laws;
- ii. General Liability: Coverage (including motor vehicle operation) with a One Million Dollar (\$1,000,000) limit of liability for each occurrence and a Two Million Dollar (\$2,000,000) aggregate limit of liability; and
- iii. Errors and Omissions: Coverage with a One Million Dollar (\$1,000,000) limit of liability for each occurrence and a Two Million Dollar (\$2,000,000) aggregate limit of liability.

6. **INDEMNIFICATION:**

If either party breaches this Agreement, then the breaching party shall defend, indemnify and hold harmless the non-breaching party, its officers, agents and employees against all claims, losses, demands, actions, liabilities, and costs (including, without limitation, reasonable attorneys' fees and expenses) arising from such breach. In addition, if Keenan (i) becomes the subject of a subpoena or is otherwise compelled to testify or (ii) becomes the subject of a claim, demand, action or liability brought or asserted by any individual or entity other than the Client ("Third-Party Demand") relating to the Services and such Third-Party Demand is not a direct result of Keenan's gross negligence or willful misconduct, then Client shall defend, indemnify and hold Keenan harmless from all losses, payments, and expenses incurred by Keenan in resolving such Third-Party Demand.

7. **LIMITATION OF LIABILITY:**

Notwithstanding anything to the contrary in this Agreement, in no event shall either party be liable for any punitive damages, fines, penalties, taxes or any indirect, incidental, or special damages incurred by the other party, its officers, employees, agents, contractors or consultants whether or not foreseeable and whether or not based in contract or tort claims or otherwise, arising out of or in connection with this Agreement even if advised of the possibility of such damage. Keenan's liability under this Agreement shall further be limited to, and shall not exceed, the amount of its available insurance coverage, but not exceeding the limits of coverage outlined in Section 5.

8. **DISPUTE RESOLUTION:**

A. Disputes arising out of or relating to this Agreement, other agreements between the parties, or any other relationship involving Client and Keenan (whether occurring prior to, as part of, or after the signing of this Agreement) shall first be resolved by good faith negotiations between representative of the parties with decision-making authority. If either party determines that the dispute cannot be resolved through informal negotiation then the dispute shall be submitted to non-binding mediation. The site of the mediation and the selection of a mediator shall be determined by mutual agreement of the parties. If the dispute is not resolved through mediation within sixty (60) days following the first notification of a request to mediate, then either party shall have the right to require the matter to be resolved by final and binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, or such other arbitration procedures as may be agreed to in writing by the Parties. Negotiation, mediation, and arbitration shall be the exclusive means of dispute resolution between Client and Keenan and their respective members, agents, employees and officers.

B. Arbitration shall be before a single arbitrator in the County of Los Angeles, California. The Arbitrator shall apply the Federal Arbitration Act and California substantive law, and shall accompany the award with a reasoned opinion. The arbitrator shall have no authority to award punitive or other damages not measured by the prevailing party's actual damages. The prevailing party shall be entitled to an award of reasonable attorneys' fees. A judgment of any court having jurisdiction may be entered upon the award.

C. Either party may apply to the arbitrator seeking injunctive relief until the arbitration award is rendered or the controversy is otherwise resolved. Either party also may, without waiving any remedy under this Agreement, seek from any court having jurisdiction any interim or provisional relief that is necessary to protect the rights or property of that party, pending the establishment of the arbitral tribunal (or pending the arbitral tribunal's determination of the merits of the controversy).

9. TERMINATION:

A. This Agreement may be terminated upon the occurrence of any of the following events:

- i. By either party upon the dissolution or insolvency of either party;
- ii. By either party following the filing of a bankruptcy petition by or against either party (if the petition is not dismissed within sixty (60) days in the case of an involuntary bankruptcy petition);
- iii. If the application of any law, rule, regulation, or court or administrative decision prohibits the continuation of this Agreement or would cause a penalty to either party if the Agreement is continued, and if the Agreement cannot be amended to conform to such law, rule, regulation, or court or administrative decision in a manner that would preserve the original intent of the parties with respect to their rights and duties under this Agreement; or
- iv. By the non-breaching party if a breach of this Agreement is not cured within thirty (30) days following receipt of written notice of the breach from the non-breaching party;

B. In the event of termination pursuant to Section 9A above, Keenan shall be paid for the full value of all services rendered through the date of termination.

10. SOLICITATION OF EMPLOYEES:

Throughout the term of this Agreement and for one year following the termination date, Client shall not, without Keenan's prior written approval, solicit or employ directly or indirectly (whether as an employee, consultant or otherwise, or for itself or a third party) any then-current Keenan employee, contractor or consultant who performed work for Client under this Agreement.

11. PROPRIETARY INTERESTS:

Keenan shall retain the copyright and the sole right of ownership to the form and format of any report, tool, schedule, exhibit, assessment, analysis, or other deliverable, that is created or developed by Keenan in performing the Services and provided to Client by Keenan in any media whatsoever. Client shall, however, remain the owner of the content of any such deliverable and any Client data or information that was provided to Keenan for the performance of the Services. Any deliverable created by Keenan for Client shall be used for Client's internal purposes and shall not be used, without the written consent of Keenan, for Client's commercial gain, nor shall it be distributed to or shared by Client with any third person, except as may be necessary to accomplish the intent and purpose of this Agreement.

12. **MARKETING:**

Keenan may use Client's name in its representative client list. Keenan shall obtain Client's written consent before using Client's name for any other purpose.

13. **OTHER RELATIONSHIPS:**

- A. Keenan or its affiliates may provide Client or others with other services or insurance coverage not provided in this Agreement and may receive compensation related to such other services which may include, without limitation, loss control services, joint powers administration, insurance brokerage services, securing reinsurance, claims administration, investigative services, financial processing and other related services.
- B. Keenan and/or its affiliate may provide services for other entities that also participate in and/or contract with the Program (e.g., insurers and reinsurers providing coverage under the Program) and to the extent that such services are provided, Keenan will be separately compensated for those services.
- C. The Services provided to Client are non-exclusive and Keenan reserves the right to provide the same or similar services to other clients who may be in the same industry, business, or service as Client.

14. **CONFIDENTIALITY:**

- A. As a result of their relationship under this Agreement each party may gain access to confidential information concerning the other. For purposes of this Agreement, the term "Confidential Information" includes, without limitation, i) any information or data about a party's business operations, clients, employees, marketing plans, method of operation, trade secrets, and financial performance; ii) information about Clients employees, such as name, address, social security number, compensation, and medical history, and iii) any other information about a party that is not available to the general public. Neither party shall, without the written consent of the other release, disclose, or disseminate the other party's Confidential Information except as is necessary for the performance of the Services.
- B. In the event that either party becomes the subject of a subpoena or court order compelling the disclosure of the other party's Confidential information, that party shall immediately notify the other so that the party whose Confidential Information is being sought can take such action as may be necessary to prevent or limit the release of its Confidential Information.
- C. Neither party shall be deemed to be in breach of this Section 14 if it has notified the other before it releases the Confidential Information pursuant to a subpoena or court order, and the party whose Confidential Information was requested fails to provide, before the deadline for disclosure, a copy of court order quashing the subpoena or otherwise limiting the original demand for the Confidential Information.

15. **GENERAL:**

- A. This Agreement, its recitals and all attached exhibits constitute the entire understanding of the parties related to the subject matter of the Agreement, and supersede all prior and collateral statements, presentations, communications, reports, agreements or understandings, if any, related to such matter(s).
- B. The obligations set forth in this Agreement other than Keenan's obligation to perform the Services and Client's responsibility to pay for the Services shall survive the expiration or termination of this Agreement. Nothing in this Section 15.B. shall, however, be interpreted as relieving Client of its obligation to pay for any Services rendered by Keenan prior to the termination date of this Agreement.
- C. This Agreement is made for the benefit of the parties and is not intended to confer any third party benefit or right. The enforcement of any remedy for a breach of this Agreement may only be pursued by the parties to this Agreement.
- D. No modification or amendment to this Agreement shall be binding unless in writing and signed by authorized representatives from both parties. Any waiver or delay by a party in enforcing this Agreement shall not deprive that party of the right to take appropriate action at a later time or due to another breach. This Agreement shall be interpreted as if written jointly by the parties.
- E. Any provision determined by a court of competent jurisdiction to be partially or wholly invalid or unenforceable shall be severed from this Agreement and replaced by a valid and enforceable provision that most closely expresses the intention of the invalid or unenforceable provision. The severance of any such provision shall not affect the validity of the remaining provisions of this Agreement.
- F. Neither party shall be liable or deemed to be in default for any delay or failure in performance under this Agreement resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, power outages, failure of computer systems, machinery or supplies, vandalism, strikes, or other work interruptions, or any similar or other cause that is beyond the reasonable control of either party. Each party shall make a good faith effort to perform under this Agreement in the event of any such circumstances, and shall resume full performance of its contract duties once the cause of the delay has abated.
- G. All notices hereunder shall be in writing and shall be sent to the parties at the addresses as set forth below, or to such other individual or address as a party may later designate. Notices shall be sent via personal delivery, courier service, United States mail (postage pre-paid, return receipt requested), express mail service, electronic mail, or fax. Notice shall be

effective when delivered, or if refused, when delivery is attempted. Notices delivered during non working hours shall be deemed to be effective as of the next business day.

If the notice relates to a legal matter or dispute, a copy shall be sent to:

Keenan and Associates
2355 Crenshaw Blvd., Ste. 200
Torrance, CA 90501
Attn: Legal Department

This Agreement may be executed in counterparts and by fax signatures and each shall be deemed to be an original. Each person signing this Agreement on behalf of a party represents and warrants that he or she has the necessary authority to bind such party and that this Agreement is binding on and enforceable against such party.

Victor Valley Community College District

Keenan & Associates

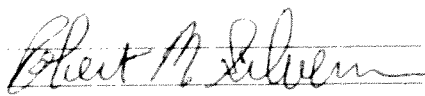
<u>Signature:</u>		<u>Signature:</u>	<i>Betti Pasquale</i>
<u>By:</u>		<u>By:</u>	Betti Pasquale
<u>Title:</u>	Superintendent/President	<u>Title:</u>	Assistant Vice President
<u>Address:</u>	18422 Bear Valley Rd Victorville, CA 92395	<u>Address:</u>	2355 Crenshaw Blvd., Ste. 200 Torrance, CA 90501
<u>Telephone:</u>	760-245-4271	<u>Telephone:</u>	310-212-0363 – ext 2633
<u>Fax:</u>	760-843-0621	<u>Fax:</u>	310-787-8838
<u>Attention:</u>	Mary Pringle	<u>Attention:</u>	Betti Pasquale
<u>Date:</u>	8-13-08	<u>Date:</u>	April 24, 2008

EXHIBIT A

KEENAN'S SERVICES

- Conduct Forklift Operator Training as requested.
- Conduct Aerial Lift Operator Training as requested.
- Conduct Regulatory Compliance Safety Training as needed.
- Attend Safety Committee Meetings – monthly or as requested.
- Conduct “Walk About” Safety Inspections and provide follow up written reports of findings – monthly or as requested.
- Conduct Regulatory Research and assist with compliance as needed.

EXHIBIT B

KEENAN'S FEE:

Forklift Operator Training as requested - \$1,000.00 per day

Aerial Lift Operator Training as requested - \$1,000.00 per day

Regulatory Compliance Safety Training as needed - \$675.00 per session or \$1,200.00 per day if multiple sessions are conducted on the same day

Attend Safety Committee Meetings - monthly or as requested - \$125.00 per hour

"Walk About" Safety Inspections and provide follow up written reports of findings - monthly or as requested - \$125.00 per hour

Regulatory Research and assist with compliance as needed - \$125.00 per hour

Client agrees to pay Keenan a fee not to exceed \$20,000.00.

Said fee is due and payable to Keenan upon presentation of invoice(s).

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

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

TOPIC: AGREEMENT RENEWAL – KEENAN & ASSOCIATES
PROPERTY/CASUALTY CLAIMS ADMINISTRATION

SUBMITTED BY: Mary Pringle, Director of Fiscal Services

RECOMMENDED BY: Mary Pringle *Mary Pringle*

APPROVED BY: Robert Silverman *RS*

Description/Background:

The district wishes to renew its agreement with Keenan & Associates to provide property and casualty claims administration for the 2008–2009 fiscal year. Services include all currently open claims and any new accidents, incidents, or claims that may arise.

The agreement may be renewed for two (2) additional one-year terms.

Need:

This is an annual renewal that is needed to provide property and casualty claims administration for the district.

Fiscal Impact: Not to exceed \$14,000 – 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 Keenan and Associates for Property and Casualty Claims Administration Services not to exceed \$14,000.

Legal Review: YES NOT APPLICABLE

Reference for Agenda: YES NO

**PROPERTY AND CASUALTY
CLAIMS ADMINISTRATION SERVICES AGREEMENT**

This **Property and Casualty Claims Administration Agreement** ("Agreement") is made and entered into by and between **Victor Valley Community College District** ("Client") and **Keenan & Associates** ("Keenan"), as of July 1, 2008 ("Effective Date"). Client and Keenan are also referred to individually as a "party" and collectively as the "parties."

In consideration of the mutual obligations contained herein, the Parties agree as follows:

1. **TERM**

The term of this Agreement is from July 1, 2008 through June 30, 2009 ("Term"). Upon expiration of the Term, Client shall have an option to renew for two (2) additional one (1) year terms.

2. **KEENAN RESPONSIBILITIES AND SCOPE OF SERVICES**

A. Keenan shall provide Client with the services described in the attached Exhibits A that are checked below:

Exhibit A-1 – Administrative Services	<input checked="" type="checkbox"/>
Exhibit A-2 – Adjustment Services	<input checked="" type="checkbox"/>
Exhibit A-3 – Investigative Services	<input checked="" type="checkbox"/>
Exhibit A-4 – Additional Investigative Services	<input checked="" type="checkbox"/>

B. The Claims that are covered by this Agreement include all currently open claims and those accidents, incidents or claims reported to Keenan in writing on or after the effective date of this Agreement for which Client has financial responsibility as part of the coverage or insurance (the "Coverage") provided by the Insurance Policy or Memorandum of Coverage issued by Statewide Association of Community Colleges. Such claims shall be referred to hereafter as "Claims."

C. Keenan shall perform its obligations hereunder as an independent contractor and, except as specifically set forth in this Agreement, shall not be an employee, officer, agent or fiduciary of Client. Keenan shall be responsible for, and pay all of, its operating and personnel expenses.

D. Keenan's services are limited to the specific obligations described herein and Keenan is authorized to act on behalf of Client as expressly stated in this Agreement.

E. Keenan agrees to comply with all applicable State and Federal Laws that relate to the Coverage.

3. **CLIENT'S DUTIES AND RESPONSIBILITIES**

- A. Client shall retain final authority and responsibility to approve the resolution of all Claims that are within the member retained limits and is responsible for all other aspects of the Coverage, except for the services to be provided by Keenan under this Agreement.
- B. Client shall provide Keenan with all applicable information in a timely manner so that Keenan can fulfill its obligations under this Agreement. Client certifies that all information provided to Keenan shall be complete, accurate and timely and that Keenan may rely upon such information without further investigation or review. Client understands and agrees that such information has not been audited by Keenan and Client shall remain liable for its accuracy.
- C. To the extent Keenan requires the assistance of Client's staff or any third parties who are assisting, advising or representing Client to fulfill its obligations hereunder, Client shall have its staff and these third parties assist Keenan.
- D. If a trust account is open by Keenan on behalf of the Client, Client agrees to fund such trust account and to maintain a minimum balance, during the Term of this Agreement, of at least an amount equivalent to an average Claims cost of the previous 3 months, to ensure that there are sufficient funds available to pay all appropriate and properly submitted Claims. If Claims exceed the balance in the trust account Client shall be responsible for covering those Claims. Keenan agrees to notify the Client and invoice the Client for any deficiencies in the minimum balance of the trust account if Claims exceed the account balance. Such invoices are due and payable upon presentation and Client agrees to promptly provide any applicable reimbursements to Keenan.
- E. Client acknowledges and agrees that Keenan will use its discretion in its role as Claims administrator. In such capacity, Keenan shall have no responsibility or liability for actions taken or payments approved, unless it shall be determined that Keenan acted in willful misconduct or in a manner that was grossly negligent.
- F. Client understands that Keenan is not providing any legal, tax or accounting services or advice and agrees to seek the counsel of its own attorney on all legal issues or matters and consult with its own tax and accounting experts on all tax and accounting issues and matters relating to the Claims Services.

4. **COMPENSATION**

Keenan shall receive compensation for the services rendered under this Agreement as provided in the attached Exhibit B.

5. **INSURANCE**

Keenan shall procure and maintain during the term of this Agreement the following insurance coverages, and shall provide certificates of insurance to Client upon Client's request.

- i. Workers' Compensation: Coverage in conformance with the laws of the State of California and applicable federal laws;
- ii. General Liability: Coverage (including motor vehicle operation) with a One Million Dollar (\$1,000,000) limit of liability for each occurrence and a Two Million Dollar (\$2,000,000) aggregate limit of liability; and
- iii. Errors and Omissions: Coverage with a One Million Dollar (\$1,000,000) limit of liability for each occurrence and a Two Million Dollar (\$2,000,000) aggregate limit of liability.

6. **INDEMNIFICATION**

If either party breaches this Agreement, then the breaching party shall defend, indemnify and hold harmless the non-breaching party, its officers, agents and employees against all claims, losses, demands, actions, liabilities, and costs (including, without limitation, reasonable attorneys' fees and expenses) arising from such breach. In addition, if Keenan (i) becomes the subject of a subpoena or is otherwise compelled to testify or (ii) becomes the subject of a claim, demand, action or liability brought or asserted by any individual or entity other than the Client ("Third-Party Demand") relating to the Services and such Third-Party Demand is not a direct result of Keenan's gross negligence or willful misconduct, then Client shall defend, indemnify and hold Keenan harmless from all losses, payments, and expenses incurred by Keenan in resolving such Third-Party Demand.

7. **LIMITATION ON LIABILITY**

Notwithstanding anything to the contrary in this Agreement, in no event shall either party be liable for any punitive damages, fines, penalties, taxes or any indirect, incidental, or special damages incurred by the other party, its officers, employees, agents, contractors or consultants whether or not foreseeable and whether or not based in contract or tort claims or otherwise, arising out of or in connection with this Agreement even if advised of the possibility of such damage. Keenan's liability under this Agreement shall further be limited to, and shall not exceed, the amount of its available insurance coverage, but not exceeding the limits of coverage outlined in Section 5.

8. **DISPUTE RESOLUTION**

- A. Disputes arising out of or relating to this Agreement, other agreements between the parties, or any other relationship involving Client and Keenan (whether occurring prior to, as part of, or after the signing of this Agreement) shall first be resolved by good faith negotiations between representative of the parties with decision-making authority. If either party determines that the dispute cannot be resolved through informal negotiation then the dispute shall be submitted to non binding mediation. The site of the mediation and the selection of a mediator shall be determined by mutual agreement of the parties. If the dispute is not resolved through mediation within sixty (60) days following the first notification of a request to mediate, then either party shall have the right to require the matter to be resolved by final and binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, or such other arbitration procedures as may be agreed to in writing by the Parties. Negotiation, mediation, and arbitration shall be the exclusive means of dispute resolution between Client and Keenan and their respective members, agents, employees and officers.
- B. Arbitration shall be before a single arbitrator in the County of Los Angeles, California. The Arbitrator shall apply the Federal Arbitration Act and California substantive law, and shall accompany the award with a reasoned opinion. The arbitrator shall have no authority to award punitive or other damages not measured by the prevailing party's actual damages. The prevailing party shall be entitled to an award of reasonable attorneys' fees. A judgment of any court having jurisdiction may be entered upon the award.
- C. Either party may apply to the arbitrator seeking injunctive relief until the arbitration award is rendered or the controversy is otherwise resolved. Either party also may, without waiving any remedy under this Agreement, seek from any court having jurisdiction any interim or provisional relief that is necessary to protect the rights or property of that party, pending the establishment of the arbitral tribunal (or pending the arbitral tribunal's determination of the merits of the controversy).

9. **TERMINATION**

- A. This Agreement may be terminated upon the occurrence of any of the following events:
 - i. By either party upon the dissolution or insolvency of either party;
 - ii. By either party following the filing of a bankruptcy petition by or against either party (if the petition is not dismissed within sixty (60) days in the case of an involuntary bankruptcy petition);
 - iii. If the application of any law, rule, regulation, or court or administrative decision prohibits the continuation of this Agreement or would cause a penalty to either party if the Agreement is continued, and if the Agreement cannot be amended to

conform to such law, rule, regulation, or court or administrative decision in a manner that would preserve the original intent of the parties with respect to their rights and duties under this Agreement; or

- iv. By the non-breaching party if a breach of this Agreement is not cured within thirty (30) days following receipt of written notice of the breach from the non-breaching party;

B. In the event of termination pursuant to Section 9A above, Keenan shall be paid for the full value of all services rendered through the date of termination.

C. If Client requests that Keenan continue to provide services under this Agreement after its expiration, Keenan may agree to provide services and the Agreement shall be extended on a month to month basis until terminated by either party. In such case, compensation shall be paid to Keenan on a monthly basis, under the then current rates.

10. **DISPOSITION OF FILES:**

A. All files on each Claim shall be the property of Client. However, Keenan shall be entitled to keep a copy of such files and documents as may be necessary to demonstrate its performance under this Agreement.

B. In the event of the expiration or termination of this Agreement, Keenan shall return all files to Client unless Client requests Keenan to continue to process any file(s), which file(s) Keenan will continue to process on a fee basis as negotiated.

11. **SOLICITATION OF EMPLOYEES**

Throughout the term of this Agreement and for one year following the termination date, Client shall not, without Keenan's prior written approval, solicit or employ directly or indirectly (whether as an employee, consultant or otherwise, or for itself or a third party) any then-current Keenan employee, contractor or consultant who performed work for Client under this Agreement.

12. **MARKETING**

Keenan may use Client's name in its representative client list. Keenan shall obtain Client's written consent before using Client's name for any other purpose.

13. **OTHER RELATIONSHIPS**

A. Client also understands that Keenan or its affiliates may provide services for other entities that also participate in the same pool as Client and or maintain Coverage with Keenan for similar insurance needs and that Keenan may be separately compensated for those additional services. Such services may include, without limitation, providing

similar services for other members of the pool or providing other services for insurers or reinsurers that may provide coverage under the pool.

- B. Client understands that Keenan or its affiliates may provide Client with other services or insurance coverage not provided in this Agreement and receives compensation related to such other services including, without limitation, loss control services, joint powers administration, insurance brokerage services, reinsurance, obtaining other reinsurance coverage for Client, Claims administration, investigative services, financial processing and other related services.
- C. In the event a Claim is reported to Keenan and it is determined that the claimants or cross-complainants are also clients of Keenan to whom Keenan is also committed to serve by contract, Keenan shall notify the Client of the actual or potential conflict of interest. In such event, Client shall either waive the conflict or retain the services of another investigator/adjuster to administer the Claim, and Keenan shall assist the Client in obtaining such service.

14. **GENERAL**

- A. This Agreement, its recitals and all attached exhibits constitute the entire understanding of the parties related to the subject matter of the Agreement, and supersede all prior and collateral statements, presentations, communications, reports, agreements or understandings, if any, related to such matter(s).
- B. The obligations set forth in this Agreement other than Keenan's obligation to perform the Services and Client's responsibility to pay for the Services shall survive the expiration or termination of this Agreement. Nothing in this Section 14 shall, however, be interpreted as relieving Client of its obligation to pay for any Services rendered by Keenan prior to the termination date of this Agreement.
- C. If any person or entity attempts to pursue any claim or remedy based upon or arising in any way out of this agreement, to the extent such claim or remedy is permitted, then such person or entity shall be bound by the terms of this Agreement.
- D. No modifications or amendments to this Agreement shall be binding unless in writing and signed by authorized representatives from both parties. Any waiver or delay by a party in enforcing this Agreement shall not deprive that party of the right to take appropriate action at a later time or due to another breach. This Agreement shall be interpreted as if written jointly by the parties.
- E. Any provision determined by a court of competent jurisdiction to be partially or wholly invalid or unenforceable shall be severed from this Agreement and replaced by a valid and enforceable provision that most closely expresses the intention of the invalid or unenforceable provision. The severance of any such provision shall not affect the validity of the remaining provisions of this Agreement.

- F. Neither party shall be liable or deemed to be in default for any delay or failure in performance under this Agreement resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, power outages, failure of computer systems, machinery or supplies, vandalism, strikes, or other work interruptions or any similar or other cause beyond the reasonable control of either party. Each party shall make a good faith effort to perform under this Agreement in the event of any such circumstances, and shall resume full performance of its contract duties once the cause of the delay has abated.
- G. All payments and invoices are due and payable upon presentation by Keenan. In the event Client fails to pay any invoice within thirty days of presentation, Keenan shall be entitled to receive interest on such outstanding invoice from the date of presentation at the rate of (a) 1 1/2 percent per month or (b) the maximum interest rate permitted by applicable law, whichever is lower.
- H. All notices hereunder shall be in writing and shall be sent to the parties at the addresses as set forth below, or to such other individual or address as a party may later designate. Notices shall be sent via personal delivery, courier service, United States mail (postage pre paid, return receipt requested), express mail service, electronic mail, or fax. Notice shall be effective when delivered, or if refused, when delivery is attempted. Notices delivered during non working hours shall be deemed to be effective as of the next business day.

If the notice relates to a legal matter or dispute, a copy shall be sent to:

Keenan and Associates
2355 Crenshaw Blvd., Ste. 200
Torrance, CA 90501
Attn: Legal Department

- I. This Agreement may be executed in counterparts and by fax signatures.

- J. Each person signing this Agreement on behalf of a party represents and warrants that he or she has the necessary authority to bind such party and that this Agreement is binding on and enforceable against such party.


Victor Valley Community College District		Keenan & Associates	
Signature:		Signature:	
By:		By:	Steven V. Moccardini
Title:	Superintendent/Pres.	Title:	Vice President
Address:	18422 Bear Valley Rd Victorville, CA 92395	Address:	2355 Crenshaw Blvd., Ste. 200 Torrance, CA 90501
Telephone:	760-245-4271	Telephone:	(310) 212-0363 ext. 2624
Fax:	760-843-0621	Fax:	(310) 212-0300
Attention:	Mary Pringle	Attention:	Suzanne Trowbridge
Date:	8-13-03	Date:	

EXHIBIT A-1
ADMINISTRATIVE SERVICES

- I. Keenan agrees to provide, during the term of this Agreement, the following administrative services:
 - A. Provide Client a tabulated Monthly Status Report on all active Claims, indicating the open or closed status of each reported Claim assigned to Keenan, the details of each Claim, the payments during the month and the reserve status.
 - B. If requested by Client, Keenan shall establish a trust account from which Claims that are within the member retained limits are paid. If an account has already been established on the Client's behalf, Keenan shall continue to maintain the account upon renewal of services. Keenan will provide transaction registers of all such expenditures. The Client will maintain a balance adequate to pay bills and expenditures, on a monthly basis from the account and will reimburse said account promptly on a monthly basis in the amount the account is depleted, as outlined in the Agreement.
 - C. Provide for the payment of Claims, according to the guidelines given by Client, to the extent that there are funds available in Client's trust account.

EXHIBIT A-2
ADJUSTMENT SERVICES

- I. Keenan agrees to provide, during the term of this Agreement, the following adjustment services on each Claim:
 - A. The maintenance of a file on each Claim reported to Keenan.
 - B. Periodic review and adjustment of reserves on all open Claims.
 - C. Whenever investigation results in a determination that Client sustained a liability to a third party, Keenan shall process any such Claim for settlement in accordance with the Coverage and instructions and policies of Client presented to Keenan in writing.
 - D. Investigate, evaluate and adjust all Claims by a covered party in accordance with the terms of the Coverage.
 - E. Notification of Client's primary and excess coverage providers of all Claims, which exceed Client's retained limit and maintenance of liaison between the Coverage providers and the Client on matters affecting the adjustment of such Claims and seek reimbursements for loss in excess of retention or deductible.
 - F. Pursue and direct subrogation/third-party recovery against any party responsible or partially responsible for loss incurred by Client, in accordance with the terms of the Memorandum of Coverage or Insurance Policy" and, if a recovery is successful, the reimbursement of any amounts (net of subrogation effort expenses) shall be made in inverse order, to the extent of each party's disbursement: first to the reinsurer; then to the pool where the Client is a member and then to the Client.
 - G. Recommendation of rejection of Claims when appropriate pursuant to relevant provisions of Title 1, Division 3.6, Part 3, Chapter 2, of the Government Code of the State of California.
 - H. Attempt to obtain Release Agreements on behalf of Client in connection with the settlement of Claims.
 - I. Retain defense and coverage counsel in accordance with approved guidelines for the Coverage. Files referred to counsel will be sent with the appropriate instructions to advise counsel of the steps which are being authorized. All legal bills are to be reviewed for the nature of the work performed and reasonableness of the time charged.

EXHIBIT A-3
INVESTIGATIVE SERVICES

1. Keenan agrees to provide, during the term of this Agreement, the following investigative services:
 - A. Receipt and examination of all reports of Claims.
 - B. Initiate investigation through in-house review of Claims, where the nature of the Claim warrants such investigation or when requested by Client; such investigation to include telephonic or written contact with claimant, witnesses, or employees of Client.
 - C. Provide a report to Client with the findings of such investigation and information regarding any potential for subrogation/third-party recovery.
 - D. Assignment to and monitoring of all experts, consultants and field investigators appropriate for the type of Claim presented.

2. Client shall make available to Keenan all employees of Client who are witnesses to an incident or accident or who have knowledge of the event or incident, which is the subject matter of a Claim. If possible, Client shall provide Keenan with photographs and engineering drawings or other descriptive material of all conditions of Client property which are alleged to be dangerous or that were damaged in the events which produced the Claim under investigation.

EXHIBIT A-4
ADDITIONAL INVESTIGATIVE SERVICES

1. If necessary to determine probable liability/damage or deny coverage of a Claim and if a third-party recovery is pursued, Keenan shall conduct additional investigation of such Claims, where the nature of the Claim warrants such investigation or when requested by Client as follows:
 - (1) Additional Investigative Services shall include additional contact with claimant, witnesses, or employees of Client, and other additional investigative services, such as professional photography, laboratory services, property damage appraisals, taking statements from witnesses away from the premises of Keenan, on-site investigation, copying material and other records, trial preparation and professional engineering services including, but not limited to, map preparation, accident reconstruction, material analysis and premises evaluation (collectively, "Additional Investigative Services").
2. Keenan agrees to manage and monitor the activities of any such vendors involved in the potential recovery and to assist them in the provision of such services.
3. Client agrees to pay for the cost of Additional Investigative Services. The invoice for such services shall be due and payable upon presentation. Client acknowledges that Additional Investigative Services may be provided by independent third-party vendors or by employees or affiliates of Keenan; provided that the rates charged by Keenan employees or affiliates shall be at market rates.

**EXHIBIT B
COMPENSATION**

1. In consideration for the services rendered under subsections Exhibits A, Client agrees to pay Keenan fees calculated as follows:

A. For the period July 1, 2008 through June 30, 2009

V.P./A.V.P./Claims Manager -	\$ 90.00 per hour
Senior Claims Examiner -	\$ 85.00 per hour
Claims Examiner	\$ 75.00 per hour
Expenses	42% of hourly billings
Minimum per file charge -	One hour
Annual Minimum fee	\$ 4,000.00
Annual Maximum fee	\$14,000.00

2. The annual minimum fee is due and payable on July 1. Additional fees in excess of the annual minimum, if any, are due and payable quarterly upon presentation of the Keenan invoice.
3. Keenan's annual maximum service fees are based upon a member retained limit ("MRL") of \$5,000 for Property and \$25,000 for Liability. If at any time during the term of this Agreement the MRL is increased, Keenan's annual maximum fee all remaining contract years will be recalculated, taking into consideration the revised MRL. Keenan's revised fees will go into effect on the effective date of the revised MRL.

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT-BOARD OF TRUSTEES
AGENDA ITEM

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

TOPIC: American Medical Response

SUBMITTED BY: Jaye Tashima, Student Services *Jaye A. Tashima*

RECOMMENDED BY: Christopher O'Hearn *Chris O'Hearn*

APPROVED BY: Robert Silverman *RSilverman*

Description/Background:

The District wishes to contract with American Medical Response to provide on-site ambulance coverage for home football games for the Fall 2008 season.

Need:

The above item is needed to fulfill requirements set by CCCAA/COA sideline medical coverage by laws.

Fiscal Impact: Budgeted item, Athletics budget, not to exceed \$1,125.00

Recommended Action: This item has been approved by the Superintendent/President and it is recommended that the Board of Trustees approve the contract for \$1,125.00.

Legal Review: YES NOT APPLICABLE X

Reference for Agenda: YES NO X

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM

BOARD CONSENT BOARD ACTION BOARD INFORMATION (no action required)

TOPIC: AGREEMENT – LUCERNE VALLEY ACADEMY, INC.
SUBMITTED BY: Robert A. Sewell, Auxillary Services
RECOMMENDED BY: Mary Pringle Mary Pringle
APPROVED BY: Robert Silverman RS

Description/Background:

The district wishes to rent to Lucerne Valley Career Academy, Inc., one (1) modular unit, located in the Humanities Complex, Building 80. Length of contract from September 1, 2008 – June 30, 2009.

Lucerne Valley Career Academy, Inc. agrees to pay base rent and pay for unreserved parking spaces for all students at Victor Valley College's normal rates.

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

Need:

To rent space, which is not needed by the district, to educational partners who have an interest in a presence on campus and provide educational benefit and growth opportunity for our students and the high desert community we serve.

Fiscal Impact:

Revenue in the amount of \$22,560 per year to the district.

Recommended Action:

This item has been approved by the Superintendent/President, and it is recommended that the Board of Trustees ratify the Memo of Understanding with Lucerne Valley Career Academy, Inc.

Legal Review: YES NOT APPLICABLE

Reference for Agenda: YES NO

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

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

TOPIC: AUTHORIZED SIGNATORY
SUBMITTED BY: Mary Pringle, Director of Fiscal Services
RECOMMENDED BY: Mary Pringle Mary Pringle
APPROVED BY: Robert Silverman RS

Description/Background:

For the 2008-2009 fiscal year the Vice President of Human Resources, Fusako Yokotobi should be acknowledged as authorized representative of the Board of Trustees to execute:

- | | |
|---------------------------------------|-----------------------------|
| Certificated and Classified Contracts | Notices of Employment |
| Payroll Revolving Cash Fund | Workers Compensation Claims |
| Contracts and Agreements | |

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 Fusako Yokotobi 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: H&E Equipment Services, Inc. agreement

SUBMITTED BY: Jaye Tashima, Student Services *Jaye Tashima*

RECOMMENDED BY: Christopher O'Hearn *Christopher O'Hearn*

APPROVED BY: Robert Silverman *RS*

Description/Background:

The District wishes to contract with H&E Equipment Services, Inc. to provide two scissor lifts for the football team's home games.

Need:

The above item is needed to film both the home and away team's games for film exchange during the season.

Fiscal Impact: Budgeted item, Athletics budget, not to exceed \$2200.00

Recommended Action: This item has been approved by the Superintendent/President and it is recommended that the Board of Trustees approve the contract for \$2200.00

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: RESOLUTION – PIPER JAFFRAY & CO.
SUBMITTED BY: Mary Pringle, Fiscal Services
RECOMMENDED BY: Mary Pringle Mary Pringle
APPROVED BY: Robert Silverman RS

Description/Background:

The district requests approval of a resolution changing the name of our investment banking firm from UBS Securities to Piper Jaffray & Co. to provide investment banking services pertaining to a potential general obligation bond. UBS Securities had been providing investment banking services to the district over the past five years in connection with the Election and Bonds. UBS Securities has closed its municipal bond underwriting business, so it was necessary to select another firm. James Roth was our business contact at UBS, and has provided many years of excellent service. He is now working with Piper Jaffrey, and the district desires to continue its working relationship with Mr. Roth.

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

Need:

These services are needed to assist the district with banking services in connection with the election and potential general obligation bond.

Fiscal Impact: None. This is only to change the name of the investment banking firm.

Recommended Action:

It is recommended that the Board of Trustees approve the resolution to change the name of our investment banking service provider for the election and potential general obligation bond from UBS Securities to Piper Jaffray & Co.

Legal Review: YES NOT APPLICABLE

Reference for Agenda: YES NO

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT
RESOLUTION NO. _____

A RESOLUTION OF THE BOARD OF TRUSTEES OF VICTOR VALLEY
COMMUNITY COLLEGE DISTRICT REGARDING INVESTMENT BANKING
SERVICES IN CONNECTION WITH THE VICTOR VALLEY COMMUNITY
COLLEGE DISTRICT ELECTION OF 2008 GENERAL OBLIGATION BONDS

WHEREAS, the Victor Valley Community College District (the "District") has taken and will take certain actions with respect to an election (the "Election") authorizing the District to issue general obligation bonds (the "Bonds") to finance the cost of the acquisition, construction, and rehabilitation of certain District facilities;

WHEREAS, the District requires the services of an investment banking firm experienced in financial consulting and municipal bond underwriting to advise it with respect to the ad valorem tax rates and the amount of the general obligation bond authorization, to assist it in securing favorable credit ratings and/or bond insurance for its general obligation Bonds, and to coordinate the marketing and sale of the Bonds;

WHEREAS, UBS Securities LLC ("UBS Securities") has been providing investment banking services to the District over the past five years in connection with the Election and the Bonds;

WHEREAS, UBS Securities has closed its municipal bond underwriting business;

WHEREAS, the District's principal business relationship at UBS Securities was with Jim Roth, a former Managing Director of UBS Securities (the "Principal Business Contact"), and a primary reason the District selected UBS Securities as the investment banker for the Bonds is because of such business relationship with the Principal Business Contact;

WHEREAS, the District desires to maintain its business relationship with the Principal Business Contact, who is now an employee of Piper Jaffray & Co. ("Piper Jaffray"), serving as a Managing Director;

WHEREAS, this Board of Trustees deems it necessary and desirable to authorize Piper Jaffray to continue to provide investment banking services to the District in connection with the Bonds;

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

SECTION 1. Professional Services. The Board hereby appoints Piper Jaffray as investment banker for the Bonds and authorizes the President to execute a contract under which Piper Jaffray will continue to provide investment banking services to the District in connection with the Bonds, on the same terms and conditions as were applicable in the contract between UBS Securities and the District.

SECTION 2. Effective Date. This resolution shall take effect immediately upon its passage.

PASSED AND ADOPTED this 9th day of September, 2008, by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTIONS:

BOARD OF TRUSTEES OF THE
VICTOR VALLEY COMMUNITY
COLLEGE DISTRICT

President

Attest:

Secretary to the Board

SECRETARY'S CERTIFICATE

I, _____, Secretary to the Board of Trustees of the Victor Valley Community College District, hereby certify as follows:

The foregoing is a full, true and correct copy of a resolution duly adopted at a regular meeting of the Board of Trustees of said District duly and regularly and legally held at the regular meeting place thereof on September 9, 2008, of which meeting all of the members of the Board of said District had due notice and at which a quorum was present.

I have carefully compared the same with the original minutes of said meeting on file and of record in my office and the foregoing is a full, true and correct copy of the original resolution adopted at said meeting and entered in said minutes.

Said resolution has not been amended, modified, or rescinded since the date of its adoption, and the same is now in full force and effect.

Dated: September 9, 2008

Secretary

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: Mary Pringle Mary Pringle

APPROVED BY: Robert Silverman RS

Description/Background:

The Victor Valley College Foundation has made expenditures from cash donations to specific funds and scholarships as listed for Victor Valley College \$39,380.30 in-kind cash donations, \$36,932.12 in scholarships) for a total amount of \$76,312.42. In addition the Foundation has also received property donations as listed. These donations are for the period ending July 31, 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 ___

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

Project Description	Post date	Trans. Amount	Account Description	Reference
Agriculture (Mojave Sustainability Project)	7/8/08	\$ 70.04	Equipment / Supplies	Reimbursement for AGNR Expenses
Agriculture (Mojave Sustainability Project)	7/8/08	\$ 34.90	Meals	Reimbursement for AGNR Expenses
Agriculture (Mojave Sustainability Project)	7/8/08	\$ 13.98	Hospitality	Reimbursement for AGNR Expenses
Agriculture (Mojave Sustainability Project)	7/8/08	\$ 240.00	Admission / Entry Fees	Reimbursement for AGNR Expenses
Agriculture (Mojave Sustainability Project)	7/8/08	\$ 22,021.72	Salaries & Wages	Payroll & Benefits for AGNR
Agriculture Total:		\$ 22,380.64		
Athletics-General	7/2/08	\$ 500.00	Repair & Maintenance	Reimbursement for Room Remodel
Athletics-General	7/2/08	\$ 150.00	Meals	Reimbursement for VVC Baseball
Athletics-General	7/2/08	\$ 40.03	Travel	Reimbursement for VVC Baseball
Athletics-General	7/2/08	\$ 158.38	Facilities & Decorations	Reimbursement for VVC Baseball
Football Team	7/25/08	\$ 1,999.18	Equipment / Supplies	Credit Card Charges
Athletics Total:		\$ 2,847.59		
Child Development	7/8/08	\$ 1,477.90	Catering	CDC Graduation
Child Development	7/25/08	\$ 1,145.24	Equipment / Supplies	CDC Book Fair
CDC Total:		\$ 2,623.14		
General Scholarship Clearing Fund	7/25/08	\$ 4,350.00	Scholarships	Scholarships Received thru 07/18/08
General Scholarship Clearing Fund	7/2/08	\$ 3,040.30	Scholarships	Scholarships Received thru 07/02/08
General Scholarship Clearing Fund	7/8/08	\$ 3,240.00	Scholarships	Scholarships Received thru 7/08/08
VVC Nursing Weekend College	7/16/08	\$ 750.00	Scholarships	Fall '08 Scholarship - DVH
VVC Nursing Weekend College	7/16/08	\$ 750.00	Scholarships	Fall '08 Scholarship - DVH
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VVC FOUNDATION SUPPORT TO VVC
Expenditures Made From Cash Donations
 July, 2008

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VVC Nursing Weekend College	7/16/08	\$ 750.00	Scholarships	Fall '08 Scholarship - DVH
VVC Nursing Weekend College	7/16/08	\$ 1,250.00	Scholarships	Fall '08 Scholarship - DVH
VVC Nursing Weekend College	7/16/08	\$ 1,250.00	Scholarships	Fall '08 Scholarship - DVH
VVC Nursing Weekend College	7/16/08	\$ 1,250.00	Scholarships	071608
VVC Nursing Weekend College	7/16/08	\$ 1,250.00	Scholarships	Fall '08 Scholarship - DVH
VVC Nursing Weekend College	7/16/08	\$ 1,250.00	Scholarships	Fall '08 Scholarship - DVH
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VVC Nursing Weekend College	7/16/08	\$ 1,250.00	Scholarships	Fall '08 Scholarship - DVH
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VVC Nursing Weekend College	7/16/08	\$ 1,250.00	Scholarships	Fall '08 Scholarship - DVH
VVC Nursing Weekend College	7/16/08	\$ 1,250.00	Scholarships	Fall '08 Scholarship - DVH
VVC Nursing Weekend College	7/16/08	\$ 1,250.00	Scholarships	Fall '08 Scholarship - DVH
Scholarship Total:		\$ 39,380.30		
Model United Nations Club	7/2/08	\$ 4,500.00	Equipment / Supplies	Reimbursement for Print Cartridges
Model United Nations Club	7/24/08	\$ 100.00	Admission / Entry Fees	2008 DC National Model UN Conference
MUN Total:		\$ 4,600.00		
The California Wellness Foundation	7/24/08	\$ 2,456.73	Grants Awarded	Grant Admin. 07/09/08-07/22/08
The California Wellness Foundation	7/8/08	\$ 2,024.02	Grants Awarded	Grant Admin. 06/27/08-07/08/08
TCWF Total:		\$ 4,480.75		
GRAND TOTAL:		\$ 76,312.42		

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES
AGENDA ITEM

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

TOPIC: DRAW DOWN OF FUNDS FROM THE GUARANTEED INVESTMENT CONTRACT (GIC)

SUBMITTED BY: Mary Pringle Mary Pringle

RECOMMENDED BY: Robert Silverman RS

Description/Background:

The district wishes to withdraw \$4,500,000 from the Guaranteed Investment Contract to balance the 2008-09 unrestricted General Fund budget. Due to increasing operational costs and to a Chancellor's Office-imposed growth funding limit for Full-Time Equivalent Students (FTES), the revenues the district currently receives from state and local sources will be inadequate to meet the demands of the 2008-09 budget.

Need:

The draw down is required in order to balance the 2008-09 unrestricted General Fund budget.

Fiscal Impact:

A transfer of funds from the district's reserve to the General Operating Budget is required to meet the needs of the 2008-09 budget. Should the district's debt obligation be retired through a General Obligation Bond, the amount of the draw down would be reduced.

Recommended Action:

It is recommended that the Board of Trustees approve the draw down of funds from the Guaranteed Investment Contract for the General Fund in an amount not to exceed \$4,500,000 during fiscal year 2008-09.

Legal Review: YES ___ NOT APPLICABLE X

Reference for Agenda: YES ___ NO X

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

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

TOPIC: PUBLIC HEARING AND ADOPTION OF THE 2008 – 2009 BUDGET

SUBMITTED BY: Mary Pringle, Director of Fiscal Services

RECOMMENDED BY: Mary Pringle Mary Pringle

APPROVED BY: Robert Silverman Robert Silverman

Description/Background:

The district wishes to have the Board of Trustees hold a public hearing and adopt the 2008 – 2009 budget as presented. Pursuant to Section 58301 of Title 5 of the California Code of Regulations, the Board of Trustees must adopt a budget for the operation of the college on or before September 15. The district has complied with all public posting requirements.

Need:

Mandatory requirement Pursuant to Section 58301 of Title 5 of the California Code of Regulations

Fiscal Impact: None – Formally establishes budget.

Recommended Action:

1. It is recommended the Board of Trustees open and close a public hearing to accept comments regarding the budget.
2. It is recommended the Board of Trustees adopt the 2008 – 2009 budget as submitted.

Legal Review: YES ___ NOT APPLICABLE X

Reference for Agenda: YES X NO ___

**Victor Valley Community College District
5-Year Budget Plan
Unrestricted General Fund (as of 09/03/08)**

	Prior Year 2007-2008	Current Budget Year 2008-2009	Budget Year +1 2009-2010	Budget Year +2 2010-2011	Budget Year +3 2011-2012
Full-Time Equivalent Students (Funded)	9,360	9,547	9,738	10,030	10,331
BEGINNING FUND BALANCE	\$2,766,452	\$3,162,937	\$3,162,937	\$3,162,937	\$3,162,938
ESTIMATED REVENUES					
State (Apportionment Only)	\$34,952,412 *	\$34,517,847	\$35,208,203	\$35,912,368	\$38,048,939
State (All Other)	\$723,533	\$731,644	\$731,000	\$731,000	\$731,000
Local	\$11,704,222	\$14,938,306	\$12,177,072	\$12,420,614	\$12,669,026
Transfers In: Rams Bookstore		\$500,000			
Transfers In: GIC	\$1,800,000	\$4,500,000	\$4,364,712	\$5,789,196	\$5,557,175
Prior Year Adjustments	(\$537,719)	(\$333,333) **	(\$333,333) **	(\$333,333) **	
TOTAL REVENUES	\$48,642,447	\$54,854,463	\$52,147,655	\$54,519,844	\$57,006,139
ESTIMATED EXPENDITURES					
Academic Salaries	\$21,534,413	\$23,574,597	\$24,753,327	\$25,990,993	\$27,290,543
Classified Salaries	\$10,294,435	\$11,200,365	\$11,760,383	\$12,348,402	\$12,965,823
Employee Benefits	\$7,480,596	\$8,902,626	\$7,927,500	\$8,323,875	\$8,740,069
Supplies	\$634,452	\$811,297	\$827,523	\$844,073	\$860,955
Services and Operations	\$4,847,216	\$5,958,637	\$6,077,810	\$6,199,366	\$6,323,353
Capital Outlay	\$1,055,056	\$589,325	\$601,112	\$613,134	\$625,396
Debt Service, Transfers, Reserves	\$2,399,795	\$3,817,616	\$2,000,000	\$2,000,000	\$2,000,000
TOTAL ESTIMATED EXPENDITURES	\$48,245,963	\$54,854,463	\$52,147,654	\$54,519,844	\$57,006,139
REVENUE VS. EXPENDITURES	\$396,485	\$0	\$0	\$0	\$0
FUND BALANCE	\$3,162,937	\$3,162,937	\$3,162,937	\$3,162,938	\$3,162,938
	6.56%	5.8%	6.1%	5.8%	5.5%

Current budget is based on the available information from the Chancellor's Office.

* State Revenue in 2008-2009 includes restoration of base funding of approximately \$2 million.

** Includes 1/3 of \$1M State Correction of P1 error in 2007-08.

2008-2009 Final General Fund Budget
 Using available budget information from the Chancellor's Office & CCLC - September 2008

	Unrestricted		Restricted	Combined
BEGINNING FUND BALANCE	3,162,937	6.56%	505,275	\$3,668,212
ESTIMATED REVENUES:				
8100 - Federal Revenues				
ASE Certified Mechanic			140,000	140,000
Federal Work Study			200,000	200,000
Gear Up			1,087,803	1,087,803
Title V Hispanic-Serving Grant			550,941	550,941
Title V Cooperative Grant #1			310,474	310,474
Title V Cooperative Grant #2			296,575	296,575
Pell Grants			13,382	13,382
SEOG			13,260	13,260
TANF			108,380	108,380
TANF-CDC			35,840	35,840
Tech Prep			10,000	10,000
Title IV - Student Support Services			237,986	237,986
TRIO/SSS			30,000	30,000
TRIO-Upward Bound			250,000	250,000
TRIO-Upward Bound Math & Science			250,000	250,000
Veterans			2,800	2,800
VTEA			411,144	411,144
Total Federal Revenues	-		3,948,585	3,948,585
8600 - State General Apportionment				
Basic Skills	109,417			109,417
Fee Waiver Admin (2%)	51,049			51,049
Homeowner's Property Tax Relief	152,717			152,717
Mandated Costs	20,000			20,000
Part-time Faculty Allocation	398,461			398,461
State General Apportionment (Incl PFE)	34,184,514			34,184,514
Total State General Apportionment	34,916,158		-	\$34,916,158
8600 - Categorical/One-Time Revenues				
Articulation			5,000	5,000
CAHSEE Grant #2			197,101	197,101
CAHSEE Grant #1			198,000	198,000
CalWORKS			400,000	400,000
CARE			256,545	256,545
Career Exploration Grant			76,295	76,295
Child Dev-Desert Reg. Consortium			11,250	11,250
Child Development Mentor Training			1,150	1,150
DSPS			826,385	826,385
EOPS			886,797	886,797
Financial Aid Assistance (SFAA & BFAP)			405,495	405,495
Foster Kinship Care			126,918	126,918
Independent Living			9,000	9,000
Instructional Equipment			275,000	275,000
Lottery			1,149,000	1,149,000
Matriculation, Credit			532,365	532,365
Matriculation, Non-credit			13,534	13,534
Nursing Enrollment Grant			57,142	57,142
Nursing Equipment Grant			112,966	112,966
Nursing Recruitment & Retention Grant			6,240	6,240
Physical Plant/Deferred Maintenance			75,000	75,000
Song-Brown Nursing Grant			93,226	93,226
Staff Diversity			13,534	13,534
Nursing Capacity Grant			159,951	159,951
TTIP (Telecommunications)			36,363	36,363
Total Categorical/One-time Revenues	-		5,924,257	\$5,924,257
8800 - Local Revenues				
Ag & Natural Resource Partnership			79,358	79,358
CPR Cards			3,400	3,400
Community Service/Contract Education			322,894	322,894
Dr. Reddy Grant			150,000	150,000
Enrollment Fees	1,882,772			1,882,772
Facility Rentals	114,000			114,000
Fire Tech Material Fees			55,000	55,000
Foundation			195,000	195,000
Interest	350,000			350,000
Job Fair			4,700	4,700
Local Property Taxes	9,158,670			9,158,670
Miscellaneous Income	3,195,363			3,195,363
Non-Resident Tuition	175,000			175,000
Nursing Prep Tests			32,000	32,000
Parking			835,182	835,182
Planetarium			1,800	1,800
Recycling	12,500			12,500
SSPIRE Grant			78,119	78,119
Transcripts	50,000			50,000
Weekend Nursing College			371,870	371,870
Total Local Revenues	14,938,305		2,129,323	\$17,067,628
8900 - Other Revenue Sources	5,000,000	*		5,000,000
TOTAL ESTIMATED REVENUES	54,854,463		12,002,165	\$66,856,628

ESTIMATED EXPENDITURES:

Academic

Teachers Salary	10,122,804	345,884	10,468,688
Teachers Salary Regular, No STRS	157,830		157,830
Teachers Salary-Summer	1,953,162	9,000	1,962,162
Department Chairs	349,340		349,340
Overload	51,150		51,150
Academic - Counselors	378,353	1,107,382	1,485,735
Counselors (Summer)	88,100	51,924	140,024
Librarians	241,935		241,935
Librarians (Summer)	34,000		34,000
Faculty Association Compensation	10,000		10,000
Faculty, Release	290,496		290,496
Faculty, Adjunct	2,119,256	135,236	2,254,492
Adjunct Summer Salary	31,522		31,522
Faculty, Part-time (Unit of Pay)	5,491,021		5,491,021
Academic-Head Coaches	70,000		70,000
Personal Services	53,627	319,117	372,744
Adjunct Faculty Stipend	32,500		32,500
Counselors, Part-time	239,500	56,097	295,597
Academic Counseling-Summer	25,000		25,000
Academic, Non-instructional, non-regular	69,696	79,351	149,047
Adjunct Release Time	20,000		20,000
Librarians, Part-time	45,000		45,000
Academic Salaries	21,874,292	2,103,991	\$23,978,283

Administration

Admin Salary - Supt/VP	559,258		559,258
Admin Salary - Deans	813,135		813,135
Admin Salary - Others	289,512	184,204	473,716
Admin Stipends	38,400		38,400
Total Admin Salary	1,700,305	184,204	1,884,509
TOTAL ACADEMIC SALARIES	23,574,597	2,288,195	25,862,792

Classified

Regular, Non-instructional	6,926,644	2,629,145	9,555,789
Out-of-Class Pay: Classified	50,000		50,000
Regular, Instructional	1,550,963	353,411	1,904,374
Classified Specials	42,000		42,000
Assistant Coaches	69,000		69,000
Professional Experts	92,200	90,320	182,520
Overtime	75,000		75,000
Classified Subs - Non-instructional	210,000		210,000
Classified Subs - Instructional	20,000		20,000
Short-term, Instructional	8,612		8,612
Fee Base Instructor		118,920	118,920
Short-term, Non-instructional	52,800	5,000	57,800
Total Classified Salaries	9,097,219	3,196,796	12,294,015

Other Classified

Management	1,889,646	252,627	2,142,273
Classified-Admin Stipends	10,700		10,700
Students	188,400	171,625	360,025
VVC Board	14,400		14,400
Other Classified Salaries	2,103,146	424,252	\$2,527,398
TOTAL CLASSIFIED SALARIES	11,200,385	3,621,048	\$14,821,413
TOTAL SALARIES	34,774,962	5,909,243	\$40,684,205

Benefits

TOTAL BENEFITS	8,902,626	1,498,529	10,401,155
TOTAL SALARIES AND BENEFITS	43,677,588	7,407,772	\$51,085,360

4000s - Supplies	811,297	1,075,685	1,886,982
5000s - Contracts (travel, utilities, legal, etc.)	5,958,637	2,333,240	8,291,877
6000s - Equipment/Software	589,325	541,806	1,131,131
7000s - Reserves, Grants, Transfers	3,817,616	643,662	4,461,278
	11,176,875	4,594,393	15,771,268
TOTAL EST EXPENDITURES	54,854,463	12,002,165	66,856,628

Estimated Ending 2008-2009 Fund Balance	3,162,937	505,275	3,668,212
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* \$3.0 million for 2008-09 interest/principal payments on COP/ \$1.5 million to balance 2008-09 budget.

2008-2009 DEBT SERVICE FUND

BEGINNING FUND BALANCE		\$32,252,405
Estimated Revenues:		
Interest Revenue -County	\$16,000	
Interest Income - CIF	1,000	
Interest Income - GIC	1,000,000	
Interest Income - LP	40	
Transfers In	0	1,017,040
TOTAL ESTIMATED REVENUES		<u>\$33,269,445</u>
Estimated Expenditures:		
Other Outgoing Transfers	\$9,200,000	
Debt Service - Interest & Other Service Charges		
Debt Service - Other Payments		9,200,000
TOTAL ESTIMATED EXPENDITURES		<u>\$9,200,000</u>
Estimated Ending Fund Balance		\$24,069,445
Principal Amount of COP Outstanding		52,550,000
Unfunded Liability		\$28,480,555

2008-2009 CAPITAL OUTLAY PROJECTS FUND

BEGINNING FUND BALANCE		\$1,697,934
 Estimated Revenues:		
Redevelopment Pass-Through	\$696,150	
Interest Income	25,000	
Capital Construction Funds	8,926,718	
Incoming Transfers	4,700,000	
TOTAL ESTIMATED REVENUES		<u>14,347,868</u> \$16,045,802
 Estimated Expenditures:		
Capital Outlay Projects		
Advanced Technology Building - Construction Costs	0	
Adaptive PE Center	13,626,718	
Speech & Drama Addition	0	
		<u>13,626,718</u>
 Redevelopment Projects		
Buildings - New & Remodel	589,650	
Maintenance Agreements	0	
Transportation Equipment	56,500	
Contracted Services	50,000	
		<u>696,150</u>
 Local projects		
Signage & Campus Landscaping	25,000	
TOTAL ESTIMATED EXPENDITURES		<u>25,000</u> 14,347,868
 ESTIMATED ENDING FUND BALANCE		 \$1,697,934

2008-2009 CHILD DEVELOPMENT CENTER FUND

BEGINNING FUND BALANCE		\$449,641
Estimated Revenues:		
State Preschool	241,262	
Interest Income		
CDC Fees		
Miscellaneous Income		241,262
TOTAL ESTIMATED REVENUES		<u>\$690,903</u>
Estimated Expenditures:		
Teachers Salaries	\$219,849	
Teachers Stipend	0	
Substitute Teachers	5,000	
Administrative Salaries	46,371	
Classified Salaries	48,930	
Classified Salaries - Short-term/Subs	0	
Classified Salaries - Students	0	
Benefits	105,537	
Operating Expenses	75,740	
TOTAL ESTIMATED EXPENDITURES		<u>501,427</u>
Estimated Ending Fund Balance		\$189,476

2008-2009 STUDENT BODY CENTER FEE FUND

BEGINNING FUND BALANCE		\$8,170
Estimated Revenues:		
Interest Income	\$1,000	
Student Center Fees	<u>92,000</u>	<u>93,000</u>
TOTAL ESTIMATED REVENUES		\$101,170
Estimated Expenditures:		
Other Outgoing Transfers	<u>\$93,000</u>	<u>\$93,000</u>
TOTAL ESTIMATED EXPENDITURES		\$93,000
Estimated Ending Fund Balance		\$8,170

2008-2009 HEALTH TRUST FUND

BEGINNING FUND BALANCE		\$62,819
Estimated Revenues:		
Interest Income	\$200	
Investment from General Fund	<u>15,800</u>	<u>16,000</u>
TOTAL ESTIMATED REVENUES		\$78,819
Estimated Expenditures:		
Transfer to General Fund	<u>\$16,000</u>	<u>16,000</u>
TOTAL ESTIMATED EXPENDITURES		16,000
Estimated Ending Fund Balance		\$62,819

2008-2009 SELF-INSURANCE FUND

BEGINNING FUND BALANCE		\$146,872
Estimated Revenues:		
Interest Income	\$12,900	
Incoming Transfers	<u>41,100</u>	<u>54,000</u>
TOTAL ESTIMATED REVENUES		\$200,872
Estimated Expenditures:		
Supplies	\$4,000	
Contracted Services	<u>\$50,000</u>	<u>\$54,000</u>
TOTAL ESTIMATED EXPENDITURES		\$54,000
Estimated Ending Fund Balance		\$146,872

2008-2009 AUXILIARY SERVICES FUND

BEGINNING FUND BALANCE		\$233,433
Estimated Local Revenues:		
8600 Pepsi Commission	\$23,000	
Pepsi Exclusivity	20,000	
Vending	9,500	
S & B Foods	21,000	
SAC Rental	18,000	
PAC Rental	0	
Rentals: gym/fields	15,000	
Bookstore Transfer	125,000	
Student Center Fee	125,000	
Aux locker/sanitary/custodial	1,000	
Citizen ATM	1,000	
Interest Income	3,000	
Aux Misc Income	19,500	
<u>Rent:</u>		
Excelsior Education Center	32,000	
Farmers Market	10,000	
Auto Fair	24,000	
Azusa Pacific University	34,000	
	<hr/>	
		481,000
TOTAL ESTIMATED LOCAL REVENUES		<hr/> \$714,433
Estimated Expenditures:		
2000 <u>Salaries</u>	\$343,000	
3000 <u>Benefits</u>	75,000	
	<hr/>	
4000 <u>Other</u>		\$418,000
Cash Over/Short	\$500	
Bank Service Charges	700	
Food & Related Items	1,500	
Promotional expenses	3,300	
Rentals	500	
Software License Fees	1,000	
Equipment/Furniture	4,000	
Scholarships	500	
Memberships	500	
Contract/Repairs	3,500	
Travel/Conference	3,000	
Aux contributions/Board	4,000	
Miscellaneous Expense	5,000	
SAC/PAC Maintenance Fund	10,000	
PVC-ID Card	10,000	
District Expenses	15,000	
	<hr/>	
		63,000
TOTAL EXPENDITURES		<hr/> \$481,000
Estimated Ending Fund Balance		\$233,433

2008-2009 RAMS BOOKSTORE FUND

ESTIMATED BEGINNING FUND BALANCE 7-1-08		\$ 1,058,802
Estimated Local Revenues:		
8600 New Textbooks	\$ 2,600,000	
Used Textbooks	\$ 400,000	
Custom Publish	\$ 25,000	
Trade Books	\$ 50,000	
Clothing	\$ 75,000	
Bundles	\$ 35,000	
Supplies	\$ 150,000	
Electronics	\$ 30,000	
Computers-Apple	\$ 250,000	
Computers-Apple Care	\$ 30,000	
Gifts	\$ 15,000	
Sundries	\$ 60,000	
Graduation	\$ 28,000	
Other Income	\$ 25,000	
Commission-Apple	\$ 35,000	
Interest Income	\$ 5,000	
Shipping/Handling	\$ 6,000	
TOTAL ESTIMATED REVENUES		\$ 3,819,000
Cost of Goods Sold		\$ (2,940,000)
Gross Margin from Local Revenues		\$ 879,000
Estimated Expenditures:		
2000 <u>Salaries</u>		
Contract Salaries	\$ 400,000	
Short-term Salaries	\$ 30,000	
Total Salaries		\$ 430,000
3000 <u>Benefits</u>		\$ 125,000
Total Salaries & Benefits		\$ 555,000
4000 <u>Other</u>		
Penalty	\$ 2,000	
Postage	\$ 1,000	
Credit Not Received Loss	\$ 15,000	
Over/Short	\$ 1,000	
Bad Checks	\$ 5,000	
Bad Debt Expense	\$ 3,000	
Bank Service Charge	\$ 2,000	
Software License fees	\$ 2,500	
Contract-Repair/Services	\$ 16,000	
Credit Card Fees	\$ 55,000	
Donation	\$ 15,000	
Memberships/Training/Conferences	\$ 12,000	
Miscellaneous	\$ 9,000	
Office Supplies/Paper	\$ 16,000	
Promotions	\$ 10,000	
Auxiliary Contribution/SAC	\$ 125,000	
Scholarships	\$ 500	
Contract Services/Prism/Web	\$ 9,500	
Computer Maintenance	\$ 20,000	
Advertising Expense	\$ 3,500	
Telephone	\$ 1,000	
		\$ 324,000
TOTAL EXPENDITURES		\$ 879,000
Estimated Ending Fund Balance		\$ 1,058,802

2008-2009 ASSOCIATED STUDENT BODY TRUST FUND

BEGINNING FUND BALANCE		\$147,733
Estimated Revenues:		
ASB Card Sales	\$135,000	
Theatre Arts Tickets	10,000	
Athletic Tickets	0	
Miscellaneous	2,000	
Interest Income	1,000	
Student Rep Fees	12,000	
	<u> </u>	<u>160,000</u>
		\$307,733
Estimated Expenditures:		
Athletic Expense	\$38,000	
Bank Service Charges	9,500	
Contract/Service/Software	3,000	
Contributions	5,000	
Advertising Expense	2,500	
Activities Fund	20,000	
Field Trips	4,000	
Dues & Conference	20,000	
Clubs - ICC	5,000	
Supplies Expense	5,000	
Scholarships	10,000	
Theatre Arts Expense	19,000	
ASB Book Vouchers	7,000	
Student Representation Fee	12,000	
	<u> </u>	<u>160,000</u>
TOTAL ESTIMATED EXPENDITURES		\$160,000
Estimated Ending Fund Balance		\$147,733

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

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

TOPIC: AGREEMENT – PIPER JAFFRAY & CO.
SUBMITTED BY: Mary Pringle, Fiscal Services
RECOMMENDED BY: Mary Pringle Mary Pringle
APPROVED BY: Robert Silverman [Signature]

Description/Background:

The district requests to enter into an agreement with Piper Jaffray & Co. to provide investment banking services pertaining to a potential general obligation bond. Services provided would include preparation of the tax rate statement for the ballot, working with the district to prepare tax rate analyses, evaluating the impact of changes in interest rates, assessed value growth rates, and the timing and amount of bond sales.

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

Need:

These services are needed to assist the district with banking services in connection with the potential general obligation bond.

Fiscal Impact: One percent of principal amount of each bond issue, estimated \$2,975,000 plus reimbursement of reasonable out-of-pocket expenses, to be paid from bond proceeds. NOTE: If the bond measure does not pass, there will be no fees charged by Piper Jaffray & Co.

Recommended Action:

It is recommended that the Board of Trustees approve the agreement with Piper Jaffray & Co. not to exceed one percent of the principal amount of each bond issue, plus reimbursement of reasonable out-of-pocket expenses.

Legal Review: YES **X** NOT APPLICABLE ___

Reference for Agenda: YES **X** NO ___

AGREEMENT FOR INVESTMENT BANKING SERVICES

THIS AGREEMENT, dated as of September 9, 2008, by and between Victor Valley Community College District (the "District") and Piper Jaffray & Co. ("Piper Jaffray"):

WITNESSETH

WHEREAS, the District is taking certain actions with regard to a potential General Obligation Bond election election of the registered voters within the District (the "Election") to be held in November 2008 and/or on such other date as may be determined by the District and the issuance and sale of General Obligation Bonds to finance the cost of acquisition, construction, and rehabilitation of certain District facilities; and

WHEREAS, the District, in order to be successful in said election and in the issuance and sale of said bonds, requires the services of an investment banking firm experienced in financial consulting and municipal bond underwriting to advise it with respect to the ad valorem tax rates and the amount of the General Obligation Bond authorization, to assist it in securing favorable credit ratings and/or bond insurance for its General Obligation Bonds, and to coordinate the marketing and distribution of the General Obligation Bonds through a negotiated sale, series by series;

NOW THEREFORE, it is mutually agreed as follows:

The District hereby employs Piper Jaffray, and Piper Jaffray hereby accepts such employment from the District, to perform the following services upon the terms, subject to the conditions, and in consideration of the payments as hereinafter set forth:

A) Services to be Provided to the District

Phase I – Pre-Election Services

- Work with the District to develop an understanding of the District's financial objectives
- Assist in development of alternative strategies to achieve the District's financial objectives
- Calculate the District's bonding capacity under Proposition 39 and other relevant laws
- Review the District's assessed valuation and analyze historical trends
- Prepare tax rate analyses, evaluating the impact of changes in interest rates, assessed value growth rates, and the timing and amount of bond sales
- Provide financial analysis and information in connection with the proposed issuance of Bonds
- Prepare tax rate statement for the ballot, as required by California law
- As requested by the District, present financial analysis and information to governing board or community groups

Phase II – Post-Election Services

The post-election services to be provided by Piper Jaffray for each bond series are as follows:

Pre-Sale Services

- Develop and maintain an appropriate financing timetable
- Assist the District in selecting service providers, including paying agent, financial printer, etc.
- Work with Bond Counsel to prepare bond documents and assist in the preparation and review of the preliminary and final official statements
- Assist the District with presentations to the rating agencies and bond insurance companies
- Develop and present a marketing plan for the Bonds
- Attend meetings of the District and other relevant public meetings

Marketing and Distribution

- Develop a pre-sale marketing and distribution program
- Develop and present to the District for its approval a preliminary pricing scale for the bonds
- Upon approval, establish an order period and release the bonds for offering to the market
- Price and underwrite the District's bonds on a firm commitment basis
- Commit capital on behalf of the District to ensure a successful and orderly distribution and sale of securities or to place into inventory any unsold balance of bonds

Post-Sale Services

- Coordinate the final distribution and allocation of securities
- Provide advice regarding investment of bond proceeds prior to expenditure
- Prepare a final pricing report including an analysis of the interest rates obtained compared to other comparable financings in the market at that time
- Prepare a sales summary including composition of institutional and retail sales participation
- Obtain CUSIP numbers for the bonds, arrange for DTC registration or book-entry
- Assist with the preparation and review of all closing documentation with Bond Counsel
- Assist with the bond closing, including preparation of closing instructions and flow of funds

B) Compensation of the Underwriter

1. At a mutually agreed-upon date prior to the closing of the General Obligation Bond financing, the District and Piper Jaffray shall enter into a purchase agreement for the sale of the bonds to Piper Jaffray. The purchase agreement shall provide for the bonds to bear interest at such rates and be sold at such discount as may be mutually agreeable to the District and Piper Jaffray and shall be subject to the standard and customary conditions of purchases of bonds of a similar nature, including an unqualified legal opinion of nationally recognized bond counsel with respect to the validity of and tax-exempt status of interest received on such bonds.

Piper Jaffray's compensation for participating in the General Obligation Bond financing shall be derived solely from the sale of the District's bonds. If no sale

occurs, then neither the District nor any of its agents or employees are under any obligation to compensate Piper Jaffray for any services performed.

2. In accordance with the terms and conditions of the purchase agreement, Piper Jaffray shall, from its discount, bear all sales, underwriting, management and out-of-pocket costs and expenses of the General Obligation Bond transaction, including without limitation, travel, telephone, facsimile, and similar expenses incurred by Piper Jaffray in its duties and obligations hereunder. Piper Jaffray is not responsible for and shall not be held liable for any other expense or expenditure incurred by any party in connection with the financing program other than agreed to in writing by Piper Jaffray and the District.

Piper Jaffray's total compensation for providing all of the Pre-Election and Post-Election services described herein shall equal 1.00% of the principal amount of each bond issue, plus reimbursement of our reasonable out-of-pocket expenses, including the reasonable fees of our counsel.

Piper Jaffray's discount, again, is completely contingent upon the successful sale of General Obligation Bonds of the District.

C) Other Provisions

1. The term of this agreement shall begin upon its execution by both parties and terminate upon the issuance of the final series of the Bonds. Upon written notice, the District may remove Piper Jaffray as bond underwriter for changes in staffing of Piper Jaffray's Public Securities Group that cause Piper Jaffray to be unable to perform its duties hereunder to the expectation of the District or for material breach of contract, following written notice from the District setting forth performance areas requiring improvement.
2. Piper Jaffray is not obligated as a result of this agreement to make a campaign contribution in connection with the bond election, nor has it otherwise committed to make a campaign contribution. Piper Jaffray will not receive any compensation (from bond proceeds, from other District funds, or from any other source) as reimbursement for any campaign contribution of funds, services, or facilities that Piper Jaffray may choose to make to the bond campaign committee in connection with the Election.

IN WITNESS WHEREOF, the District and the Underwriter have each caused this Agreement to be executed by its duly authorized officer, as of the date set forth above.

PIPER JAFFRAY & CO.

By: _____
James R. Roth
Managing Director

VICTOR VALLEY COMMUNITY COLLEGE
DISTRICT

By: _____
Dr. Robert Silverman
Superintendent/President

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

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

TOPIC: LEASE AGREEMENT – 126 COMPANY LLC – JACOB SHEMTOV

SUBMITTED BY: Mary Pringle, Fiscal Services

RECOMMENDED BY: Mary Pringle Mary Pringle

APPROVED BY: Robert Silverman RS

Description/Background:

The district requests to enter into a lease agreement with 126 Company LLC – Jacob Shemtov to establish an Education Center to provide ESL and Basic Skills courses. The Board of Trustees approved a team to negotiate the terms of the lease at its August 5th meeting.

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

Need:

This center will be designed to improve a student's eligibility for work and improvement of citizenship skills. This is provided as an outreach to students who might not otherwise attend the college.

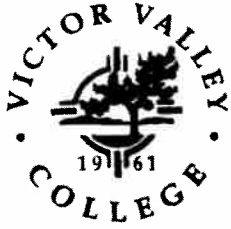
Fiscal Impact: The monthly lease amount will be \$1,700.00.

Recommended Action:

It is recommended that the Board of Trustees approve the lease agreement with 126 Company LLC – Jacob Shemtov to establish an Education Center in Victorville at a monthly charge of \$1,700.00.

Legal Review: YES X NOT APPLICABLE ___

Reference for Agenda: YES X NO ___



18422 Bear Valley Road
Victorville, CA 92395-5850
(760) 245-4271

August 28, 2008

CPI Capital
P.O. Box 1717
Victorville, CA 92393

Letter of Intent

Victor Valley Community College hereby states and represents that it is our intention to lease the following property as per the terms, conditions, specifications, quantity, and price stated below.

Premises: 15483 7th Street, Victorville, California

Landlord: 126 Company LLC – Jacob Shemtov

Tenant: Victor Valley College

Use: Classrooms / Education

Terms: 2 years with optional 2 years

Building size: 2300 square feet

Rent: \$1,200 per month gross lease plus an additional \$500 per month for daily custodial services required by owner to ensure upkeep of facility.

Escalation: 3% or cost of living index which ever is higher for each year of the lease.

Occupancy: When insurance requirement and all deposits are applied and when bathroom built out is complete.

Rent starts: 2 months after occupancy.

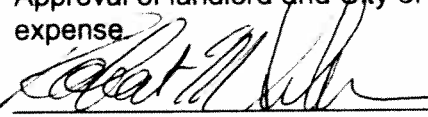
Build out: Modify current bathrooms to 1 ADA bathroom as per Victor Valley College specifications.

Permits: Tenant will secure any necessary permit to occupy.

Security Deposit: 1 month rent.

Insurance: \$1 million dollars with landlord additionally insured.

Signage: Approval of landlord and City of Victorville and at tenant's expense.

Signed:  Dated: 8/28/08
Dr. Robert M. Silverman
Superintendent/President
Victor Valley Community College



COMMERCIAL LEASE AGREEMENT
(C.A.R. Form CL, Revised 04/06)

Date (For reference only): September 4, 2008

126 COMPANY LLC AND JACOB SHEMTOV

("Landlord") and

VICTOR VALLEY COLLEGE

("Tenant") agree as follows:

1. **PROPERTY:** Landlord rents to Tenant and Tenant rents from Landlord, the real property and improvements described as: 15491 7TH STREET VICTORVILLE CA. 92395 ("Premises"), which comprise approximately 100.000 % of the total square footage of rentable space in the entire property. See exhibit _____ for a further description of the Premises.

2. **TERM:** The term begins on (date) November 1, 2008 ("Commencement Date"), (Check A or B):

- A. Lease: and shall terminate on (date) October 31, 2010 at 12 AM PM. Any holding over after the term of this agreement expires, with Landlord's consent, shall create a month-to-month tenancy that either party may terminate as specified in paragraph 2B. Rent shall be at a rate equal to the rent for the immediately preceding month, payable in advance. All other terms and conditions of this agreement shall remain in full force and effect.
- B. Month-to-month: and continues as a month-to-month tenancy. Either party may terminate the tenancy by giving written notice to the other at least 30 days prior to the intended termination date subject to any applicable local laws. Such notice may be given on any date.
- C. RENEWAL OR EXTENSION TERMS: See attached addendum OPTION TO RENEW FOR 2 YEARS

3. **BASE RENT:**

A. Tenant agrees to pay Base Rent at the rate of (CHECK ONE ONLY):

- (1) \$ _____ per month, for the term of the agreement.
- (2) \$ 1,200.00 per month, for the first 12 months of the agreement. Commencing with the 13th month, and upon expiration of each 12 months thereafter, rent shall be adjusted according to any increase in the U.S. Consumer Price Index of the Bureau of Labor Statistics of the Department of Labor for All Urban Consumers ("CPI") for _____ (the city nearest the location of the Premises), based on the following formula: Base Rent will be multiplied by the most current CPI preceding the first calendar month during which the adjustment is to take effect, and divided by the most recent CPI preceding the Commencement Date. In no event shall any adjusted Base Rent be less than the Base Rent for the month immediately preceding the adjustment. If the CPI is no longer published, then the adjustment to Base Rent shall be based on an alternate index that most closely reflects the CPI.
- (3) \$ _____ per month for the period commencing _____ and ending _____ and \$ _____ per month for the period commencing _____ and ending _____ and \$ _____ per month for the period commencing _____ and ending _____
- (4) In accordance with the attached rent schedule.
- (5) Other: _____

B. Base Rent is payable in advance on the 1st (or 5) day of each calendar month, and is delinquent on the next day.
C. If the Commencement Date falls on any day other than the first day of the month, Base Rent for the first calendar month shall be prorated based on a 30-day period. If Tenant has paid one full month's Base Rent in advance of Commencement Date, Base Rent for the second calendar month shall be prorated based on a 30-day period.

4. **RENT:**

A. Definition: ("Rent") shall mean all monetary obligations of Tenant to Landlord under the terms of this agreement, except security deposit.
B. Payment: Rent shall be paid to (Name) JACOB SHEMTOV 5321 CREBS AVE. TARZANA, CA. at (address) _____, or at any other location specified by Landlord in writing to Tenant.

C. Timing: Base Rent shall be paid as specified in paragraph 3. All other Rent shall be paid within 30 days after Tenant is billed by Landlord.

5. **EARLY POSSESSION:** Tenant is entitled to possession of the Premises on September 12, 2008. If Tenant is in possession prior to the Commencement Date, during this time (i) Tenant is not obligated to pay Base Rent, and (ii) Tenant is not obligated to pay Rent other than Base Rent. Whether or not Tenant is obligated to pay Rent prior to Commencement Date, Tenant is obligated to comply with all other terms of this agreement.

6. **SECURITY DEPOSIT:**

- A. Tenant agrees to pay Landlord \$ 1,200.00 as a security deposit. Tenant agrees not to hold Broker responsible for its return. (IF CHECKED:) If Base Rent increases during the term of this agreement, Tenant agrees to increase security deposit by the same proportion as the increase in Base Rent.
- B. All or any portion of the security deposit may be used, as reasonably necessary, to: (i) cure Tenant's default in payment of Rent, late charges, non-sufficient funds ("NSF") fees, or other sums due; (ii) repair damage, excluding ordinary wear and tear, caused by Tenant or by a guest or licensee of Tenant; (iii) broom clean the Premises, if necessary, upon termination of tenancy; and (iv) cover any other unfulfilled obligation of Tenant. **SECURITY DEPOSIT SHALL NOT BE USED BY TENANT IN LIEU OF PAYMENT OF LAST MONTH'S RENT.** If all or any portion of the security deposit is used during tenancy, Tenant agrees to reinstate the total security deposit within 5 days after written notice is delivered to Tenant. Within 30 days after Landlord receives possession of the Premises, Landlord shall: (i) furnish Tenant an itemized statement indicating the amount of any security deposit received and the basis for its disposition, and (ii) return any remaining portion of security deposit to Tenant. However, if the Landlord's only claim upon the security deposit is for unpaid Rent, then the remaining portion of the security deposit, after deduction of unpaid Rent, shall be returned within 14 days after the Landlord receives possession.
- C. No interest will be paid on security deposit, unless required by local ordinance

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Landlord's Initials (_____) (_____)
Tenant's Initials (_____) (_____)

Reviewed by _____ Date _____



CL REVISED 04/06 (PAGE 1 of 6)

COMMERCIAL LEASE AGREEMENT (CL PAGE 1 OF 6)

Agent: CPI Capital Properties Phone: (760) 243-2205 Fax: (760) 243-1789 Prepared using WinForms® software
Broker: CPI Capital P.O. Box 1717, Victorville CA 92393

7. PAYMENTS:

	TOTAL DUE	PAYMENT RECEIVED	BALANCE DUE	DUE DATE
A. Rent: From <u>11/01/2008</u> To <u>11/30/2008</u> Date Date	\$ <u>1,200.00</u>	\$ _____	\$ <u>1,200.00</u>	_____
B. Security Deposit	\$ <u>1,200.00</u>	\$ _____	\$ <u>1,200.00</u>	_____
C. Other: <u>MAINTAINANCE</u> Category	\$ <u>500.00</u>	\$ _____	\$ <u>500.00</u>	_____
D. Other: _____ Category	\$ _____	\$ _____	\$ _____	_____
E. Total:	\$ <u>2,900.00</u>	\$ _____	\$ <u>2,900.00</u>	_____

8. **PARKING:** Tenant is entitled to N/A unreserved and _____ reserved vehicle parking spaces. The right to parking is is not included in the Base Rent charged pursuant to paragraph 3. If not included in the Base Rent, the parking rental fee shall be an additional \$ _____ per month. Parking space(s) are to be used for parking operable motor vehicles, except for trailers, boats, campers, buses or trucks (other than pick-up trucks). Tenant shall park in assigned space(s) only. Parking space(s) are to be kept clean. Vehicles leaking oil, gas or other motor vehicle fluids shall not be parked in parking spaces or on the Premises. Mechanical work or storage of inoperable vehicles is not allowed in parking space(s) or elsewhere on the Premises. No overnight parking is permitted.

9. **ADDITIONAL STORAGE:** Storage is permitted as follows: N/A
The right to additional storage space is is not included in the Base Rent charged pursuant to paragraph 3. If not included in Base Rent, storage space shall be an additional \$ _____ per month. Tenant shall store only personal property that Tenant owns, and shall not store property that is claimed by another, or in which another has any right, title, or interest. Tenant shall not store any improperly packaged food or perishable goods, flammable materials, explosives, or other dangerous or hazardous material. Tenant shall pay for, and be responsible for, the clean-up of any contamination caused by Tenant's use of the storage area.

10. **LATE CHARGE; INTEREST; NSF CHECKS:** Tenant acknowledges that either late payment of Rent or issuance of a NSF check may cause Landlord to incur costs and expenses, the exact amount of which are extremely difficult and impractical to determine. These costs may include, but are not limited to, processing, enforcement and accounting expenses, and late charges imposed on Landlord. If any installment of Rent due from Tenant is not received by Landlord within **5 calendar days** after date due, or if a check is returned NSF, Tenant shall pay to Landlord, respectively, \$ 50.00 as late charge, plus 10% interest per annum on the delinquent amount and \$25.00 as a NSF fee, any of which shall be deemed additional Rent. Landlord and Tenant agree that these charges represent a fair and reasonable estimate of the costs Landlord may incur by reason of Tenant's late or NSF payment. Any late charge, delinquent interest, or NSF fee due shall be paid with the current installment of Rent. Landlord's acceptance of any late charge or NSF fee shall not constitute a waiver as to any default of Tenant. Landlord's right to collect a Late Charge or NSF fee shall not be deemed an extension of the date Rent is due under paragraph 4, or prevent Landlord from exercising any other rights and remedies under this agreement, and as provided by law.

11. **CONDITION OF PREMISES:** Tenant has examined the Premises and acknowledges that Premise is clean and in operative condition, with the following exceptions: LANDLORD WILL MODIFY BATHROOM TO ADA SPECIFICATIONS T/B COMPLETED BY 9/1/2008
Items listed as exceptions shall be dealt with in the following manner: TENANT SHALL BE RESPONSIBLE FOR ALL IMPROVEMENTS WITHIN THE LEASED PREMISES TO COMPLY WITH ADA

12. **ZONING AND LAND USE:** Tenant accepts the Premises subject to all local, state and federal laws, regulations and ordinances ("Laws"). Landlord makes no representation or warranty that Premises are now or in the future will be suitable for Tenant's use. Tenant has made its own investigation regarding all applicable Laws.

13. **TENANT OPERATING EXPENSES:** Tenant agrees to pay for all utilities and services directly billed to Tenant ELECTRIC

14. **PROPERTY OPERATING EXPENSES:**
A. Tenant agrees to pay its proportionate share of Landlord's estimated monthly property operating expenses, including but not limited to, common area maintenance, consolidated utility and service bills, insurance, and real estate taxes, based on the ratio of the square footage of the Premises to the total square footage of the rentable space in the entire property. _____

OR B. (If checked) Paragraph 14 does not apply.
15. **USE:** The Premises are for the sole use as CLASSROOMS
No other use is permitted without Landlord's prior written consent. If any use by Tenant causes an increase in the premium on Landlord's existing property insurance, Tenant shall pay for the increased cost. Tenant will comply with all Laws affecting its use of the Premises.

16. **RULES/REGULATIONS:** Tenant agrees to comply with all rules and regulations of Landlord (and, if applicable, Owner's Association) that are at any time posted on the Premises or delivered to Tenant. Tenant shall not, and shall ensure that guests and licensees of Tenant do not, disturb, annoy, endanger, or interfere with other tenants of the building or neighbors, or use the Premises for any unlawful purposes, including, but not limited to, using, manufacturing, selling, storing, or transporting illicit drugs or other contraband, or violate any law or ordinance, or committing a waste or nuisance on or about the Premises.

17. **MAINTENANCE:**
A. Tenant OR (if checked, Landlord) shall professionally maintain the Premises including heating, air conditioning, electrical, plumbing and water systems, if any, and keep glass, windows and doors in operable and safe condition. Unless Landlord is checked, if Tenant fails to maintain the Premises, Landlord may contract for or perform such maintenance, and charge Tenant for Landlord's cost.
B. Landlord OR (if checked, Tenant) shall maintain the roof, foundation, exterior walls, common areas and _____

Landlord's Initials (____) (____)
Tenant's Initials (____) (____)

Reviewed by _____ Date _____



- 18. **ALTERATIONS:** Tenant shall not make any alterations in or about the Premises, including installation of trade fixtures and signs, without Landlord's prior written consent, which shall not be unreasonably withheld. Any alterations to the Premises shall be done according to Law and with required permits. Tenant shall give Landlord advance notice of the commencement date of any planned alteration, so that Landlord, at its option, may post a Notice of Non-Responsibility to prevent potential liens against Landlord's interest in the Premises. Landlord may also require Tenant to provide Landlord with lien releases from any contractor performing work on the Premises.
- 19. **GOVERNMENT IMPOSED ALTERATIONS:** Any alterations required by Law as a result of Tenant's use shall be Tenant's responsibility. Landlord shall be responsible for any other alterations required by Law.
- 20. **ENTRY:** Tenant shall make Premises available to Landlord or Landlord's agent for the purpose of entering to make inspections, necessary or agreed repairs, alterations, or improvements, or to supply necessary or agreed services, or to show Premises to prospective or actual purchasers, tenants, mortgagees, lenders, appraisers, or contractors. Landlord and Tenant agree that 24 hours notice (oral or written) shall be reasonable and sufficient notice. In an emergency, Landlord or Landlord's representative may enter Premises at any time without prior notice.
- 21. **SIGNS:** Tenant authorizes Landlord to place a FOR SALE sign on the Premises at any time, and a FOR LEASE sign on the Premises within the 90 (or _____) day period preceding the termination of the agreement.
- 22. **SUBLETTING/ASSIGNMENT:** Tenant shall not sublet or encumber all or any part of Premises, or assign or transfer this agreement or any interest in it, without the prior written consent of Landlord, which shall not be unreasonably withheld. Unless such consent is obtained, any subletting, assignment, transfer, or encumbrance of the Premises, agreement, or tenancy, by voluntary act of Tenant, operation of law, or otherwise, shall be null and void, and, at the option of Landlord, terminate this agreement. Any proposed sublessee, assignee, or transferee shall submit to Landlord an application and credit information for Landlord's approval, and, if approved, sign a separate written agreement with Landlord and Tenant. Landlord's consent to any one sublease, assignment, or transfer, shall not be construed as consent to any subsequent sublease, assignment, or transfer, and does not release Tenant of Tenant's obligation under this agreement.
- 23. **POSSESSION:** If Landlord is unable to deliver possession of Premises on Commencement Date, such date shall be extended to the date on which possession is made available to Tenant. However, the expiration date shall remain the same as specified in paragraph 2. If Landlord is unable to deliver possession within 60 (or 30) calendar days after the agreed Commencement Date, Tenant may terminate this agreement by giving written notice to Landlord, and shall be refunded all Rent and security deposit paid.
- 24. **TENANT'S OBLIGATIONS UPON VACATING PREMISES:** Upon termination of agreement, Tenant shall: (i) give Landlord all copies of all keys or opening devices to Premises, including any common areas; (ii) vacate Premises and surrender it to Landlord empty of all persons and personal property; (iii) vacate all parking and storage spaces; (iv) deliver Premises to Landlord in the same condition as referenced in paragraph 11; (v) clean Premises; (vi) give written notice to Landlord of Tenant's forwarding address; and (vii) _____

All improvements installed by Tenant, with or without Landlord's consent, become the property of Landlord upon termination. Landlord may nevertheless require Tenant to remove any such improvement that did not exist at the time possession was made available to Tenant.

- 25. **BREACH OF CONTRACT/EARLY TERMINATION:** In event Tenant, prior to expiration of this agreement, breaches any obligation in this agreement, abandons the premises, or gives notice of tenant's intent to terminate this tenancy prior to its expiration, in addition to any obligations established by paragraph 24, Tenant shall also be responsible for lost rent, rental commissions, advertising expenses, and painting costs necessary to ready Premises for re-rental. Landlord may also recover from Tenant: (i) the worth, at the time of award, of the unpaid Rent that had been earned at the time of termination; (ii) the worth, at the time of award, of the amount by which the unpaid Rent that would have been earned after expiration until the time of award exceeds the amount of such rental loss the Tenant proves could have been reasonably avoided; and (iii) the worth, at the time of award, of the amount by which the unpaid Rent for the balance of the term after the time of award exceeds the amount of such rental loss that Tenant proves could be reasonably avoided. Landlord may elect to continue the tenancy in effect for so long as Landlord does not terminate Tenant's right to possession, by either written notice of termination of possession or by reletting the Premises to another who takes possession, and Landlord may enforce all Landlord's rights and remedies under this agreement, including the right to recover the Rent as it becomes due.
- 26. **DAMAGE TO PREMISES:** If, by no fault of Tenant, Premises are totally or partially damaged or destroyed by fire, earthquake, accident or other casualty, Landlord shall have the right to restore the Premises by repair or rebuilding. If Landlord elects to repair or rebuild, and is able to complete such restoration within 90 days from the date of damage, subject to the terms of this paragraph, this agreement shall remain in full force and effect. If Landlord is unable to restore the Premises within this time, or if Landlord elects not to restore, then either Landlord or Tenant may terminate this agreement by giving the other written notice. Rent shall be abated as of the date of damage. The abated amount shall be the current monthly Base Rent prorated on a 30-day basis. If this agreement is not terminated, and the damage is not repaired, then Rent shall be reduced based on the extent to which the damage interferes with Tenant's reasonable use of Premises. If damage occurs as a result of an act of Tenant or Tenant's guests, only Landlord shall have the right of termination, and no reduction in Rent shall be made.
- 27. **HAZARDOUS MATERIALS:** Tenant shall not use, store, generate, release or dispose of any hazardous material on the Premises or the property of which the Premises are part. However, Tenant is permitted to make use of such materials that are required to be used in the normal course of Tenant's business provided that Tenant complies with all applicable Laws related to the hazardous materials. Tenant is responsible for the cost of removal and remediation, or any clean-up of any contamination caused by Tenant.
- 28. **CONDEMNATION:** If all or part of the Premises is condemned for public use, either party may terminate this agreement as of the date possession is given to the condemner. All condemnation proceeds, exclusive of those allocated by the condemner to Tenant's relocation costs and made fixtures, belong to Landlord.
- 29. **INSURANCE:** Tenant's personal property, fixtures, equipment, inventory and vehicles are not insured by Landlord against loss or damage due to fire, theft, vandalism, rain, water, criminal or negligent acts of others, or any other cause. Tenant is to carry Tenant's own property insurance to protect Tenant from any such loss. In addition, Tenant shall carry liability insurance in an amount of not less than \$ 1,000,000.00. Tenant's liability insurance shall name Landlord and Landlord's agent as additional insured. Tenant, upon Landlord's request, shall provide Landlord with a certificate of insurance establishing Tenant's compliance. Landlord shall maintain liability insurance insuring Landlord, but not Tenant, in an amount of at least \$ 1,000,000.00, plus property insurance in an amount sufficient to cover the replacement cost of the property. Tenant is advised to carry business interruption insurance in an amount at least sufficient to cover Tenant's complete rental obligation to Landlord. Landlord is advised to obtain a policy of rental loss insurance. Both Landlord and Tenant release each other, and waive their respective rights to subrogation against each other, for loss or damage covered by insurance.

Landlord's Initials (_____) (_____)
 Tenant's Initials (_____) (_____)
 Reviewed by _____ Date _____



- 30. **TENANCY STATEMENT (ESTOPPEL CERTIFICATE):** Tenant shall execute and return a tenancy statement (estoppel certificate), delivered to Tenant by Landlord or Landlord's agent, within 3 days after its receipt. The tenancy statement shall acknowledge that this agreement is unmodified and in full force, or in full force as modified, and state the modifications. Failure to comply with this requirement: (i) shall be deemed Tenant's acknowledgment that the tenancy statement is true and correct, and may be relied upon by a prospective lender or purchaser; and (ii) may be treated by Landlord as a material breach of this agreement. Tenant shall also prepare, execute, and deliver to Landlord any financial statement (which will be held in confidence) reasonably requested by a prospective lender or buyer.
- 31. **LANDLORD'S TRANSFER:** Tenant agrees that the transferee of Landlord's interest shall be substituted as Landlord under this agreement. Landlord will be released of any further obligation to Tenant regarding the security deposit, only if the security deposit is returned to Tenant upon such transfer, or if the security deposit is actually transferred to the transferee. For all other obligations under this agreement, Landlord is released of any further liability to Tenant, upon Landlord's transfer.
- 32. **SUBORDINATION:** This agreement shall be subordinate to all existing liens and, at Landlord's option, the lien of any first deed of trust or first mortgage subsequently placed upon the real property of which the Premises are a part, and to any advances made on the security of the Premises, and to all renewals, modifications, consolidations, replacements, and extensions. However, as to the lien of any deed of trust or mortgage entered into after execution of this agreement, Tenant's right to quiet possession of the Premises shall not be disturbed if Tenant is not in default and so long as Tenant pays the Rent and observes and performs all of the provisions of this agreement, unless this agreement is otherwise terminated pursuant to its terms. If any mortgagee, trustee, or ground lessor elects to have this agreement placed in a security position prior to the lien of a mortgage, deed of trust, or ground lease, and gives written notice to Tenant, this agreement shall be deemed prior to that mortgage, deed of trust, or ground lease, or the date of recording.
- 33. **TENANT REPRESENTATIONS; CREDIT:** Tenant warrants that all statements in Tenant's financial documents and rental application are accurate. Tenant authorizes Landlord and Broker(s) to obtain Tenant's credit report at time of application and periodically during tenancy in connection with approval, modification, or enforcement of this agreement. Landlord may cancel this agreement: (i) before occupancy begins, upon disapproval of the credit report(s); or (ii) at any time, upon discovering that information in Tenant's application is false. A negative credit report reflecting on Tenant's record may be submitted to a credit reporting agency, if Tenant fails to pay Rent or comply with any other obligation under this agreement.
- 34. **DISPUTE RESOLUTION:**
 - A. **MEDIATION:** Tenant and Landlord agree to mediate any dispute or claim arising between them out of this agreement, or any resulting transaction, before resorting to arbitration or court action, subject to paragraph 34B(2) below. Paragraphs 34B(2) and (3) apply whether or not the arbitration provision is initialed. Mediation fees, if any, shall be divided equally among the parties involved. If for any dispute or claim to which this paragraph applies, any party commences an action without first attempting to resolve the matter through mediation, or refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action. THIS MEDIATION PROVISION APPLIES WHETHER OR NOT THE ARBITRATION PROVISION IS INITIALED.
 - B. **ARBITRATION OF DISPUTES:** (1) Tenant and Landlord agree that any dispute or claim in Law or equity arising between them out of this agreement or any resulting transaction, which is not settled through mediation, shall be decided by neutral, binding arbitration, including and subject to paragraphs 34B(2) and (3) below. The arbitrator shall be a retired judge or justice, or an attorney with at least 5 years of real estate transactional law experience, unless the parties mutually agree to a different arbitrator, who shall render an award in accordance with substantive California Law. In all other respects, the arbitration shall be conducted in accordance with Part III, Title 9 of the California Code of Civil Procedure. Judgment upon the award of the arbitrator(s) may be entered in any court having jurisdiction. The parties shall have the right to discovery in accordance with Code of Civil Procedure §1283.05.
 - (2) **EXCLUSIONS FROM MEDIATION AND ARBITRATION:** The following matters are excluded from Mediation and Arbitration hereunder: (i) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage, or installment land sale contract as defined in Civil Code §2985; (ii) an unlawful detainer action; (iii) the filing or enforcement of a mechanic's lien; (iv) any matter that is within the jurisdiction of a probate, small claims, or bankruptcy court; and (v) an action for bodily injury or wrongful death, or for latent or patent defects to which Code of Civil Procedure §337.1 or §337.15 applies. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a violation of the mediation and arbitration provisions.
 - (3) **BROKERS:** Tenant and Landlord agree to mediate and arbitrate disputes or claims involving either or both Brokers, provided either or both Brokers shall have agreed to such mediation or arbitration, prior to, or within a reasonable time after the dispute or claim is presented to Brokers. Any election by either or both Brokers to participate in mediation or arbitration shall not result in Brokers being deemed parties to the agreement.

"NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY."

"WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION."

Landlord's Initials _____ / _____ Tenant's Initials _____ / _____

Landlord's Initials (_____) (_____)
 Tenant's Initials (_____) (_____)
 Reviewed by _____ Date _____



35. JOINT AND INDIVIDUAL OBLIGATIONS: If there is more than one Tenant, each one shall be individually and completely responsible for the performance of all obligations of Tenant under this agreement, jointly with every other Tenant, and individually, whether or not in possession.

36. NOTICE: Notices may be served by mail, facsimile, or courier at the following address or location, or at any other location subsequently designated:
Landlord: JACOB SHEMTOV 5321 CREBS AVE. TARZANA, CA. Tenant: VICTOR VALLEY COMMUNITY COLLEGE

_____ Dr Robert Silverman

_____ SUPERINTENDENT/PRESIDENT

Notice is deemed effective upon the earliest of the following: (i) personal receipt by either party or their agent; (ii) written acknowledgement of notice; or (iii) 5 days after mailing notice to such location by first class mail, postage pre-paid.

37. WAIVER: The waiver of any breach shall not be construed as a continuing waiver of the same breach or a waiver of any subsequent breach.

38. INDEMNIFICATION: Tenant shall indemnify, defend and hold Landlord harmless from all claims, disputes, litigation, judgments and attorney fees arising out of Tenant's use of the Premises.

39. OTHER TERMS AND CONDITIONS/SUPPLEMENTS: _____

PARAGRAPH 12 In the event, applicable zoning, regulation, or other ordinances prevent the property from being used as an educational center by Tenant, Tenant shall be entitled to terminate the lease without penalties.

PARAGRAPH 25 At the end of the first sentence of paragraph 25, add the following language: "except when termination occurs due to the acts of Landlord that make the premises uninhabitable or unsuitable for the intended used of the leased premises."

PARAGRAPH 28, ADD THE FOLLOWING SENTENCE AFTER THE SECOND SENTENCE TO READ: "All condemnation proceeds related to Tenant's relocation costs, trade fixtures, and other expenses for Tenant's relocation paid to the Landlord shall belong to Tenant."

PARAGRAPH 38, indemnification as written in this paragraph is stricken and amended to state the following: "Tenant and Landlord shall indemnify, defend and hold each other harmless from all claims, disputes, litigation, judgments and attorney fees for each parties individual negligence."

The following ATTACHED supplements/exhibits are incorporated in this agreement: _____

40. ATTORNEY FEES: In any action or proceeding arising out of this agreement, the prevailing party between Landlord and Tenant shall be entitled to reasonable attorney fees and costs from the non-prevailing Landlord or Tenant, except as provided in paragraph 34A.

41. ENTIRE CONTRACT: Time is of the essence. All prior agreements between Landlord and Tenant are incorporated in this agreement, which constitutes the entire contract. It is intended as a final expression of the parties' agreement, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. The parties further intend that this agreement constitutes the complete and exclusive statement of its terms, and that no extrinsic evidence whatsoever may be introduced in any judicial or other proceeding, if any, involving this agreement. Any provision of this agreement that is held to be invalid shall not affect the validity or enforceability of any other provision in this agreement. This agreement shall be binding upon, and inure to the benefit of, the heirs, assignees and successors to the parties.

42. BROKERAGE: Landlord and Tenant shall each pay to Broker(s) the fee agreed to, if any, in a separate written agreement. Neither Tenant nor Landlord has utilized the services of, or for any other reason owes compensation to, a licensed real estate broker (individual or corporate), agent, finder, or other entity, other than as named in this agreement, in connection with any act relating to the Premises, including, but not limited to, inquiries, introductions, consultations, and negotiations leading to this agreement. Tenant and Landlord each agree to indemnify, defend and hold harmless the other, and the Brokers specified herein, and their agents, from and against any costs, expenses, or liability for compensation claimed inconsistent with the warranty and representation in this paragraph 42.

43. AGENCY CONFIRMATION: The following agency relationships are hereby confirmed for this transaction: _____ (Print Firm Name) is the agent of

Listing Agent: _____ (check one):
 the Landlord exclusively; or both the Tenant and Landlord.
Selling Agent: CPI Capital (Print Firm Name) (if not same as Listing Agent) is the agent of
(check one): the Tenant exclusively; or the Landlord exclusively; or both the Tenant and Landlord.
Real Estate Brokers are not parties to the agreement between Tenant and Landlord.

Landlord's Initials (____) (____)
Tenant's Initials (____) (____)
Reviewed by _____ Date _____



Premises: 15491 7TH STREET VICTORVILLE CA. 92395

Date September 4, 2008

Landlord and Tenant acknowledge and agree that Brokers: (i) do not guarantee the condition of the Premises; (ii) cannot verify representations made by others; (iii) will not verify zoning and land use restrictions; (iv) cannot provide legal or tax advice; (v) will not provide other advice or information that exceeds the knowledge, education or experience required to obtain a real estate license. Furthermore, if Brokers are not also acting as Landlord in this agreement, Brokers: (vi) do not decide what rental rate a Tenant should pay or Landlord should accept; and (vii) do not decide upon the length or other terms of tenancy. Landlord and Tenant agree that they will seek legal, tax, insurance, and other desired assistance from appropriate professionals.

Tenant _____ Date _____

VICTOR VALLEY COMMUNITY COLLEG

(Print Name)

Address 18422 BEAR VALLEY RD City VICTORVILLE State CA Zip 92395

Tenant _____ Date _____

(Print Name)

Address _____ City _____ State _____ Zip _____

Landlord _____ Date _____

(owner or agent with authority to enter into this agreement)

Address 5321 CREBS AVE City TARZANA State CA Zip 92395

Landlord _____ Date _____

(owner or agent with authority to enter into this agreement)

Address _____ City _____ State _____ Zip _____

Agency relationships are confirmed as above. Real estate brokers who are not also Landlord in this agreement are not a party to the agreement between Landlord and Tenant.

Real Estate Broker (Leasing Firm) CPI Capital DRE Lic. # _____

By (Agent) _____ DRE Lic. # _____ Date _____

Ken Walsh

Address 12530 HESPERIA RD. #216 City VICTORVILLE State CA Zip 92395

Telephone (760) 912-3070 Fax (760) 243-1789 E-mail KENWALSH2@JUNO.COM

Real Estate Broker (Listing Firm) _____ DRE Lic. # _____

By (Agent) _____ DRE Lic. # _____ Date _____

Address _____ City _____ State _____ Zip _____

Telephone _____ Fax _____ E-mail _____

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Reviewed by _____ Date _____



**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—
DIRECTOR OF EVENING OPERATIONS, INSTRUCTIONAL SUPPORT
PROGRAMS

SUBMITTED BY: Fusako Yokotobi _____

RECOMMENDED BY: Fusako Yokotobi *Fusako* _____

APPROVED BY: Robert Silverman *RS* _____

Description/Background:

The job duties and the job title of the position of coordinator of evening operations and programs have been reviewed, and an updated job description has been developed, director of evening operations, instructional support programs. The updated job description is attached and is recommended for board approval.

Need: This position is needed to serve students as well as to direct staff in the evening in the Advanced Technology Building.

Fiscal Impact: Level 18 of the Management Salary Schedule, \$7186-\$9203/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: Director of Evening Operations, Instructional Support Programs

BASIC FUNCTION:

Under the direction of an area administrator, supervise the evening operations of the college campus including the daily operations of instructional services such as tutoring, supplemental instruction, and lab activities at the Advanced Technology Center. Ensure appropriate services are provided in the labs; supervise all evening personnel assigned to the technology mall area; report and document incidents or problems to the appropriate area supervisor; provide appropriate training to tutors and staff; ensure that equipment is functioning and students are able to utilize computing resources to perform classroom assignments; maintain the records for tutoring; oversee tutorial activities; perform employee evaluations; devise procedural protocols for tutoring, usage of the technology building and employees; develop and maintain staff schedules; maintain and monitor the tutoring center budget; evaluate the effectiveness of instructional support services; conduct program review/evaluation; and perform related duties as assigned.

REPRESENTATIVE DUTIES:

Maintain the effective operations of the technology mall. E

Serve as primary contact for the evening operations. E

Supervise and evaluate employees in the technology mall area. E

Assist the appropriate manager during the first week of instruction in the coordination of normal first week activities; i.e., room changes, last minute instructor no-shows, aiding students, etc. E

Utilizing appropriate and current curriculum, provide tutor and staff training. E

Conduct on-going professional development for all area staff. E

Develop and review employee schedules. E

Conduct planning meetings involving personnel from across disciplines and other departments. E

Notify the appropriate manager of any room conflicts or problems that may occur in the evening. E

Report personnel absences to the appropriate manager. E

Participate in the informal resolution of conflicts. E

Train students and support staff in policies and procedures. E

Deleted: COORDINATOR OF EVENING OPERATIONS AND PROGRAMS

Deleted: during evening hours, generally between 2 pm and 10:30 pm; be the "point person" for problems that arise in

Deleted: and student services;

Deleted: evening classified

Deleted: and other employees, as assigned

Deleted: administrator; manage the technology mall area to include, but not limited to classified employees working in the mall;

Deleted: tutoring;

Deleted: of all evening employees in the mall area; d

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Deleted: Assist managers with the evaluations of evening classified employees not located in the technology mall area. E

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CLASS TITLE – COORDINATOR OF EVENING OPERATIONS AND PROGRAMS

Page 2

Read, understand, interpret and implement federal and state regulations and guidelines governing instruction, student services, health, and safety. *E*

Provide long-range planning for District Tutoring Center programs, analyzing, evaluating existing programs and modifying and/or revising them, and coordinating training for tutors as necessary. *E*

Assist in the coordination of academic learning support programs to better enhance student retention and success. *E*

Maintain direct budget oversight of the District Tutoring Center; analyze and interpret legislative mandates and allocations as they impact Tutoring Center program budgets. *E*

Work with counselors, instructors, and administrators to provide optimal tutorial services. *E*

Assist in the coordination of emergency procedures in the event of a natural disaster during assigned hours. *E*

Perform related duties as assigned. *E*

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KNOWLEDGE AND ABILITIES:

KNOWLEDGE OF:

Classified and Certificated contracts.

Applicable federal and state regulations and policies, including but not limited to State Education Code and Title V;

State guidelines regarding tutoring.

Principles of supervising, training and providing work direction.

Pedagogical concepts and strategies

Electronic data processing procedure and applications.

District organization, operations, policies, and objectives.

Interpersonal skills using tact, patience and courtesy.

Oral and written communication skills.

Operation of office machines, a computer terminal, data entry techniques and applicable software.

Telephone techniques and etiquette.

ABILITY TO:

Plan, develop, organize, direct and coordinate the functions of tutoring and other related programs.

Read, interpret, apply and explain rules, regulations, policies and procedures.

Maintain current knowledge of program rules, regulations, requirements, and restrictions.

Assist and relate to individuals from diverse cultural backgrounds.

Train, direct, supervise, coordinate, and evaluate the work of assigned personnel.

CLASS TITLE – COORDINATOR OF EVENING OPERATIONS AND PROGRAMS

Page 3

Establish and maintain cooperative and effective working relationships with students, faculty, socioeconomic, cultural, and ethnic and disability backgrounds.

Communicate effectively both orally and in writing.

Develop and assess student learning outcomes.

Meet schedules and timelines.

Work confidentially with discretion.

Answer telephones and greet the public courteously.

Prepare and deliver oral presentations.

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EDUCATION AND EXPERIENCE:

Any combination equivalent to: Master's degree in education, English, counseling or library science, and two years of leadership experience including supervision and evaluation of academic or student services programs, budget management and employees.

Deleted: Bachelor's

Deleted: an academic subject offered at Victor Valley College.

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Deleted: A master's degree in any of the areas listed above is preferred.

WORKING CONDITIONS:

Office environment; subject to constant interruptions, may require walking or driving from site to site to conduct work on campus.

Position requires hearing, moderate lifting, bending and reaching above shoulder, sitting or standing for extended periods. Of time, speaking to exchange information and interview students, and dexterity of hands and fingers to operate a computer terminal and other office equipment.