

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

Date: August 11, 2009

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

Workshop 5:30-6 p.m.: Staff Lounge Victor Valley Community College  
18422 Bear Valley Road, Victorville, CA 92395

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

### AGENDA

*Board Room Victor Valley Community College*

1. **CALL TO ORDER** 4:30 p.m.  
**ROLL CALL**  
**PLEDGE OF ALLEGIANCE**  
**ANNOUNCEMENT OF ITEMS DELETED OR CORRECTED FROM THE AGENDA**  
**ANNOUNCEMENT OF ITEMS TO BE CONSIDERED IN CLOSED SESSION**
2. **CLOSED SESSION** 4:30 – 5:30 p.m.
  - (a) **CONFERENCE WITH LABOR NEGOTIATOR** – Government Code Section 54957.6  
District Representative: Robert Silverman, Superintendent/President  
Employee Organizations: CTA, AFT, CSEA
  - (b) **LIABILITY CLAIMS** – Government Code Section 54956.95  
Claimant: Jeannette T. Seamore

#### **PUBLIC COMMENTS RELATED TO CLOSED SESSION ITEMS**

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

**RECESS TO CLOSED SESSION**

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

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**RECONVENE TO OPEN SESSION**

**WORKSHOP**

*Staff Lounge Victor Valley Community College*

**5:30 - 6 p.m.**

**Eastside Center**

**REGULAR MEETING AGENDA**

*Board Room Victor Valley Community College*

*This meeting will be electronically recorded*

**3. OPEN SESSION OF REGULAR MEETING**

**6 p.m.**

3.1 Closed Session Report

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

**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 14 2009 regular Board.

5.2 Agreement Renewal – Idearc Media

Ratification of the renewal agreements between Victor Valley Community College District and Idearc Media for the college phone listing and advertising in the yellow and white pages of the Verizon phone directory. Fiscal Impact: \$17,483.40 Public Information Office advertising budget. (Renewal)

5.3 Agreement– National Cinemedia, LLC

Ratification of the agreement between Victor Valley Community College District and National Cinemedia, LLC to provide on screen advertising at the Cinemark 16 movie theatre located in Victorville, CA for the Victor Valley Community College District's Puente Program. The period of this agreement is from July 24, 2009 through August 20, 2009. Fiscal Impact: \$214.00, budgeted item, grant funds.

- 5.4 Agreement Renewal – PeopleAdmin, Inc.  
Ratification of the agreement between Victor Valley Community College District and PeopleAdmin, Inc. to continue the automated internet-based system for establishing and maintaining employment applications, job descriptions, and performance evaluations. The period of the agreement is from August 28, 2009 through August 27, 2010. Fiscal Impact: \$33,100.00, budgeted item. (Renewal)
- 5.5 Agreement Renewal – Bomgar Corporation  
Ratification of the agreement between Victor Valley Community College District and Bomgar Corporation to renew its software maintenance agreement to enable help desk personnel to manage and correct technical issues on any workstation on or off campus. Fiscal Impact: \$2,753.00, budgeted item. (Renewal)
- 5.6 Agreement – Porter Boiler Service, Inc.  
Ratification of the agreement between Victor Valley Community College District and Porter Boiler Service, Inc. to provide recertification services for two (2) Bryan boilers located in the central plant, per South Coast Air Quality Management District permit requirements. Fiscal Impact: \$3,900.00, budgeted item.
- 5.7 Agreement Renewal – Porter Boiler Service, Inc.  
Ratification of the agreement between Victor Valley Community College District and Porter Boiler Service, Inc. to provide inspection and maintenance services on the Bryan Flex tube boiler located in the gymnasium. The agreement is for the 2009-2010 fiscal year. Fiscal Impact: \$1,680.00. (Renewal)
- 5.8 Agreement Renewal #09/10-0067 – San Bernardino County Superintendent of Schools  
Ratification of the agreement between Victor Valley Community College District and San Bernardino County Superintendent of Schools for courier services for fiscal year 2009-10. This service includes daily delivery and pick up of the County's correspondence and materials. Fiscal Impact: Not to exceed \$3,187.00, budgeted item. (Renewal)
- 5.9 Agreement Renewal – Keenan & Associates Loss Control Services  
Ratification of the agreement between Victor Valley Community College District and Keenan & Associates to provide loss control services as needed for the 2009-2010 fiscal year. Fiscal Impact: Not to exceed \$20,000.00, budgeted item. (Renewal)
- 5.10 Agreement – Ontario Refrigeration  
Ratification of the agreement between Victor Valley Community College District and Ontario Refrigeration to replace the circuit 2 compressor on the A/C unit in the Allied Health Department. Fiscal Impact: \$13,724.00, budgeted item.
- 5.11 Board of Trustees Budget Transfer Request Report  
Approval of the budget transfers as submitted. Fiscal Impact: None
- 5.12 Board of Trustees Payments Report  
Approval of the Board of Trustees Payments Report. Fiscal Impact: None
- 5.13 Renewal Agreement – San Antonio Community Hospital  
Ratification of the agreement between Victor Valley Community College District and San Antonio Community Hospital to provide clinical learning facilities for health sciences programs. The period of this from July 1, 2009 through June 30, 2010. Fiscal Impact: None. (Renewal)

- 5.14 License Agreement – California State University San Bernardino Office of Housing and Residential Life  
Ratification of the agreement between Victor Valley Community College District and California State University San Bernardino Office of Housing and Residential Life to provide residential services for university based programs for Upward Bound Program participants, Janet Long, Jessica Diaz and Elizabeth Duarte. The period of this agreement is from July 9, 2009 through July 25, 2009. Fiscal Impact: \$10,652.00, budgeted item, Grant Funds.
- 5.15 License Agreement – California State University San Bernardino Office of Housing and Residential Life  
Ratification of the agreement between Victor Valley Community College District and California State University San Bernardino Office of Housing and Residential Life to provide residential services for university based programs for Upward Bound Math and Science Program participants, Janet Long, Jessica Diaz and Elizabeth Duarte. The period of this agreement is from July 9, 2009 through July 25, 2009. Fiscal Impact: \$6,366.00, budgeted item, Grant Funds.
- 5.16 Agreement – H&L Charter Co., Inc.  
Ratification of the agreement between Victor Valley Community College District and H&L Charter Co., Inc. to provide transportation service to partner high school students in the Upward Bound Program. The period of the agreement is from August 5, 2009 through August 8, 2009. Fiscal Impact: \$3,766.40, budgeted item, Grant Funds.
- 5.17 Agreement – Independent Contractor – Robert D. Hampton  
Ratification of the Independent Contractor Agreement between Victor Valley Community College District and Robert D. Hampton to provide academic workshops for Upward Bound Program participants during the 2009 Summer Academy/California State University San Bernardino residential component. The period of the agreement is from July 20, 2009 through July 23, 2009. Fiscal Impact: \$500.00, budgeted item, Grant Funds.
- 5.18 Agreement – Independent Contractor – Isaac Newton  
Ratification of the Independent Contractor Agreement between Victor Valley Community College District and Isaac Newton to assist in presenting and facilitating various Career Pathways' workshops. The period of the agreement is from June 29, 2009 through July 2, 2009. Fiscal Impact: \$150.00, budgeted item, Grant Funds.
- 5.19 Agreements – Contract Education Services  
Approval of the Contract Education Services' agreements listed below. Fiscal Impact: \$8,100.00 Income to the District.

Vendor:	Income to the District
Voices For All	\$ 600.00
Preston Guillory Investigations	\$4,000.00
Notary Public Seminars	\$3,000.00
Brown Butterfly Enterprises	\$ 500.00
Total:	\$8,100.00

5.20 Agreements – Contract Education Services

Approval of the Contract Education Services' agreements listed below to obtain a food handlers certification card by attending a two-hour class. Fiscal Impact: \$1,800.00 to the District.

Vendor:	Income to the District
IHOP Restaurant	\$ 300.00
Cardenas Mexican Market - Hesperia	\$ 300.00
Cardenas Mexican Market - Fontana	\$ 300.00
La Casita Cafe	\$ 600.00
Casa Delias Restaurant	\$ 300.00
Total:	\$1,800.00

5.21 Personal Services Agreement – Dudek

Ratification of the agreement with Dudek to provide preliminary environmental consulting services related to District implementation of Bond Measure JJ related projects for the period of 07/27/09-8/11/09. Preliminary projects include review of the District's traffic study and review of the Public Safety Training Center site for any environmental issues. Impact: \$24,603.00 - locally bond funded.

5.22 Approval of Academic Equivalency- Physical Education - Gregg Combs

Approval of the minimum of fifteen (15) years of work experience in the field is required. It is recommended that the Board of Trustees approve the equivalency listed. Fiscal Impact: None

5.23 Agreement – Independent Contractor – Myrna Foster

Ratification of the Independent Contractor Agreement between Victor Valley Community College District and Myrna Foster to provide supplemental instruction for regular Upward Bound The period of the agreement is from June 22, 2009 through July 30, 2009. Fiscal Impact: \$2,040.00, budgeted item, Grant Funds.

**ACTION AGENDA**

**6. BOARD OF TRUSTEES**

6.1 Separate approval of items pulled from consent agenda YES \_\_\_ NO \_\_\_

6.2 Second Reading - Board Polices Chapter 2, Board of Trustees YES \_\_\_ NO \_\_\_  
Approval of the Chapter 2 revised and new Board Policies

**10. ADMINISTRATIVE SERVICES**

10.1 CEQA Indemnification Agreement for the Apple Valley Fire Protection District YES \_\_\_ NO \_\_\_  
Approval of the indemnification agreement for the Apple Valley Fire Protection District and direct the Superintendent/President to sign the agreement when it is approved by both Boards. Fiscal Impact: None

10.2 Lease Agreement – Apple Valley Fire Protection District YES \_\_\_ NO \_\_\_  
Approval of lease agreement with the Apple Valley Fire Protection District for the purpose of constructing a Bond funded (Measure JJ) Public Safety Training Center. Fiscal Impact: \$1.00 per year for the duration of the ninety-nine (99) year lease. General Fund.

- 10.3 Agreement – DUDEK YES \_\_\_ NO \_\_\_  
Approval of the agreement with DUDEK to provide environmental consulting services related to District implementation of Bond Measure JJ related projects to assure compliance with the requirements of the California Environmental Quality Act (CEQA). This agreement is for the period August 12, 2009 through June 30, 2010. Fiscal Impact: \$500,000.00 locally bond funded.
- 10.4 Agreement – Highland Partnership, Inc. YES \_\_\_ NO \_\_\_  
Find that Highland partnership is the Responsive and Responsible Bidder whose proposal has been determined to be the best value and most advantageous for the design and construction of the Eastside Public Safety Training Center, based on the criteria set forth in the Request for Proposal, including, price, technical expertise, lifecycle costs, skilled labor force availability, safety record, design excellence and sustainability, local participation plan, and project approach.  
  
Award a design-build contract to Highland Partnership for the design and construction of the Eastside Public Safety Training Center for an amount not-to-exceed \$25,000,000. Construction will be completed on or before December 22, 2011.  
  
Direct the Superintendent/President to sign the contract when complete.  
  
Fiscal Impact: Not to exceed \$25,000,000 for direct construction costs - Locally Bond Funded.
- 10.5 Foundation Donations YES \_\_\_ NO \_\_\_  
Acceptance of the donations as college property from the Victor Valley College District Foundation of \$304,091.11 in-kind cash donations, (\$13,155.28 in scholarships) for a total amount of \$317,246.39. In addition the Foundation has also received property donations as listed. Donations are for the period ending June 2009. Fiscal Impact: None.
- 10.6 Student Accident Insurance YES \_\_\_ NO \_\_\_  
Approval to continue working with Student Insurance to provide student accident insurance for Victor Valley Community College. Fiscal Impact: \$109,960.00, budgeted item.
- 10.7 Agreement – Datalink Networks (Fortinet) YES \_\_\_ NO \_\_\_  
Approval of the agreement with Datalink Networks for the replacement of the current firewall to provide protection from web based threats. Fiscal Impact: \$63,644.36, budgeted item.
- 11. HUMAN RESOURCES**
- 11.1 Resolution #09-07 - Elimination of Positions YES \_\_\_ NO \_\_\_  
Approval of the resolution to eliminate vacant positions as listed. Fiscal Impact: None- positions have not been budgeted.
- 11.2 Resolution #09-08 - Layoff Resolution - Classified YES \_\_\_ NO \_\_\_  
Approval of the resolution for lack of categorical funds and authorize and direct the Vice President, Human Resources to give notice of layoff to employees in the classifications listed. Fiscal Impact: \$733,545.00 to balance the categorical shortfall of \$1,729,549.00.

11.3 AFT-PTFU Agreement YES \_\_\_ NO \_\_\_  
Ratification of the revisions to Article 2, Recognition, and Article 19,  
Workload. Fiscal Impact: None

11.4 AFT-PTFU MOU Evaluation Pilot Program YES \_\_\_ NO \_\_\_  
Ratification of the MOU with AFT-PTFU for an Evaluation Pilot Program.  
Fiscal Impact: A maximum of \$1,350.00, budgeted item.

**12. INFORMATION/DISCUSSION**

12.1 AFT-PTFU Initial Negotiations Proposal to District  
Submitted as an informational item.

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

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

13.1 Foundation

13.2 Employee Groups

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

**14. TRUSTEE COMMENTS**

- ASB

**15. Public Comments Related to Non-Agenda Items**

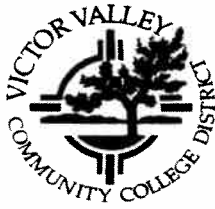
**PUBLIC COMMENTS RELATED TO NON-AGENDA ITEMS**  
At this time, the Board of Trustees will listen to communication from the public on non-agendized items pertaining to college business. Each speaker is limited to one presentation per meeting on non-agendized matters. Public comments are limited to three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

**16. ADJOURNMENT** YES \_\_\_ NO \_\_\_

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







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

Date: July 14, 2009

Place: Regular Meeting 6 p.m.: Board Room Victor Valley Community 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 July 14, 2009 in the Board Room of the Administration building. Mr. Range, Board President called the meeting to order at 5:01 p.m.

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

Absent: Roderick Gray, Student Trustee

**MANAGEMENT PRESENT:** Dr. Robert Silverman, Superintendent/President. Dr. Christopher O'Hearn, Interim, Deputy Superintendent/Executive Vice President, Instruction Fusako Yokotobi, Vice President, Human Resources, GH Javaheripour, Vice President, Administrative Services and Annette McComas (Recorder)

### PLEDGE OF ALLEGIANCE

Chris Mollenkamp led the Pledge of Allegiance to the Flag.

**ANNOUNCEMENT OF ITEMS DELETED OR CORRECTED FROM THE AGENDA:** Dr. Silverman announced that agenda item 11.1, Retirement Resolution, had to be defined, updated and modified to include faculty. Copies were made available to the public.

Mr. Range introduced Mr. Mollenkamp and welcomed him as the new Trustee. Mr. Mollenkamp said he was excited about the opportunity and was looking forward to working with everyone.

Roderick Gray, Student Trustee arrived at 5:07 p.m.

Board President, Mr. Range introduced Roderick Gray as the new Student Trustee. Mr. Gray is a returning student planning to graduate this year and become a teacher.

### 3. ELECTION OF OFFICER

#### A. Clerk

It was MSC (Valles/Henderson, 5-0) to nominate Chris Mollenkamp as Clerk of the Board of Trustees.

**Public Comments Related to Agenda Items:** Margaret Kagy (5.14, 5.15, 5.16, 11.4, 11.5, and 12.2)

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

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#### 4. SUPERINTENDENT/PRESIDENT'S REPORT

Dr. Silverman reported on the status of the budget. The legislature and the Governor are in active negotiations and have not come to a conclusion. If Prop 98 is suspended all of our protections and guarantees are gone. The issue continues to be with the categorical and general funds. The general debt of the college must be reduced. If the debt can be reduced, this can help the general fund. It is the hope that the early retirement incentive will save the district a little money. The good news is the spring enrollment is up over 12% over last year and this summer is up 11% over last year. We have far exceeded the goal of achieving over 10,000 FTE. A balanced budget will be presented to the Board of Trustees in September. The final bond sale occurred which is now complete. \$140M is now in the bank to use on the capital and building side. With this money, the COP has been paid off which took out a big portion of the debt. The land purchase on the Westside is now complete. A company has been selected to build the Eastside Center which will be presented at the August meeting for consideration.

- **Faculty Senate**  
No report

#### 5. CONSENT AGENDA

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

- 5.1 Approval of the minutes of the June 9 regular Board meeting and the June 11, 2009 special Board meeting.
- 5.2 Agreement Renewal – Identix, Inc.  
Renewal of the agreement between Victor Valley Community College District and Identix, Inc. to provide maintenance services for the Live Scan fingerprinting machine. The period of the agreement is for October 1, 2009 through September 30, 2010. Fiscal Impact: Budgeted item, \$2,694.00.
- 5.3 License Agreement – Plato Learning  
Approval of the renewal license agreement between Victor Valley Community College District and Plato Learning to provide a software license and training for faculty. Fiscal Impact: Budgeted, \$5,400.00 – funded by Basic Skills Initiative Grant.
- 5.4 Addendum – Nursing Partnership Collaborative  
Ratification of the addendum for the Nursing Partnership Collaborative Agreement that was previously approved on May 11, 2006 to provide additional courses for the nursing program. The addendum is effective July 1, 2009. Fiscal Impact: \$31,700.20 – two year cost per student, funded by Desert Valley Hospital.
- 5.5 Agreement – Danny M. Colton, M.D.  
Approval of an agreement between Victor Valley Community College District and Danny M. Colton, M.D. to provide clinical learning facilities for health sciences programs. The agreement begins July 15, 2009 and will remain in effect unless terminated by either party upon thirty days written notice. Fiscal Impact: None
- 5.6 Agreement – Riverside Community Hospital  
Approval of an agreement between Victor Valley Community College District and Riverside Community Hospital to provide clinical learning facilities for health sciences programs. The agreement begins May 1, 2009 and will remain in effect unless terminated by either party upon thirty days written notice. Fiscal Impact: None

5.7 Agreement – First Student

Ratification of the agreement between Victor Valley Community College District and First Student to provide transportation service for Hesperia High School students traveling to Victor Valley Community College for the Tech-X 2009 activities. The period of the agreement is May 15, 2009. Fiscal Impact: Budgeted, Not to exceed \$1,250.00 – Perkins Funds.

5.8 Agreement – H & L Charter Co., Inc.

Ratification of the agreement between Victor Valley Community College District and H & L Charter Co., Inc. to provide transportation service to registered students of Victor Valley Community College. The period of this agreement is from August 16, 2009 through August 19, 2009. Fiscal Impact: Budgeted, \$4,080.00, funded by TRIO Grant funds.

5.9 Agreement – Independent Contractor – Lucerne Valley Unified School District

Ratification of the Independent Contractor between Victor Valley Community College District and Lucerne Valley Unified School District to provide transportation services for the Upward Bound Math and Science Program participants during the 2009 Summer Academy. The period of the agreement is from June 22, 2009 through May 29, 2010. Fiscal Impact: Budgeted, \$11,200.00 – Upward Bound Math and Science Program.

5.10 Out-of -Country Travel – Costa Rica

Approval of out-of-country travel to Costa Rica. The travel is to allow students from the Political Science and Agriculture and Natural Resources Departments to travel to Rancho Mastatal, Costa Rica to attend a 13-day Sustainable Development workshop from July 22, 2009 through August 3, 2009. Students will be accompanied by Professors Bozonelos and Slade. Fiscal Impact: None to the District. The Mojave Sustainability Project will cover expense of attendance and admission at \$1,150.00 per person. The Foundation, Associated Student Body, faculty, and students will cover the expense of the airline tickets at \$302.48 per person. All other costs will be borne by the students and faculty.

5.11 Agreements – Contract Education Services

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

Vendor:	Income to the District
Amvets of America	\$ 300.00
Little Dragon Restaurant	\$ 300.00
Kamp Grounds of America	\$ 300.00
Burning Bush Church	\$ 300.00
Total:	\$1,200.00

5.12 Agreement – Independent Contractor – EBR Events, LLC

Approval of the independent contractor agreement between Victor Valley Community College District and EBR Events, LLC dba Apple Valley Catering to provide catering service. The period of the agreement is from July 30, 2009 through July 31, 2009. Fiscal Impact: \$6,300.00 Upward Bound Grant Funds.

5.13 Agreement – Independent Contractor – David Prince

Approval of the independent contractor agreement between Victor Valley Community College District and David Prince to provide an orchestra conductor for *Beauty and the Beast* and taught students music in addition to conducting and rehearsing all performances. The period of the agreement is from January 8, 2009 through April 3, 2009. Fiscal Impact: Budgeted, not to exceed \$1,300.00 – Auxiliary Funds.

- 5.14 Agreement – Continuant, Inc.  
Approval of the agreement between Victor Valley Community College District and Continuant, Inc. to provide hardware and software maintenance support on all campus critical network devices. Fiscal Impact: Budgeted item, \$33,213.08.
- 5.15 Agreement Renewal – Sixten & Associates  
Ratification of the agreement between Victor Valley Community College District and Sixten & Associates for State Mandate Claim Preparation for the 2009-2010 fiscal year. Length of contract is from July 1, 2009 – June 30, 2010. Fiscal Impact: Budgeted item, not to exceed \$13,000.00.
- 5.16 Agreement – Nova Facility Management Systems  
Ratification of the agreement between Victor Valley Community College District with Nova Facility Management Systems to furnish, install and monitor commercial energy meters at the Technology Center, Speech/Drama Addition, and Adapted PE Center buildings. Fiscal Impact: \$20,100.00 – Fund 71 expenditure.
- 5.17 Change Orders– Seismic Retrofit/Auxiliary Gymnasium Replacement  
Approval of the change orders for the Seismic Retrofit/Auxiliary Gymnasium Replacement project. Fiscal Impact: Credit to the District \$3,991.50.
- 5.18 Change Order – Rymax Electric Inc.  
Ratification of the change order with Rymax Electric, Inc for the electrical switchgear replacement project. Fiscal Impact: Budgeted item, \$3,983.75.
- 5.19 Notice of Completion – Seismic Retrofit/Auxiliary Gymnasium Replacement  
Approval of the Notices of Completion for the Seismic Retrofit/Auxiliary Gymnasium Replacement project. Fiscal Impact: None
- 5.20 Board of Trustees Budget Transfer Request Report  
Approval of the budget transfers as submitted. Fiscal Impact: None
- 5.21 Board of Trustees Payments Report  
Approval of the Board of Trustees Payments Report. Fiscal Impact: None
- 5.22 Foundation Donations  
Acceptance of the donations as college property from the Victor Valley College District Foundation of \$25,518.92 in-kind cash donations, (\$22,671.35 in scholarships) for a total amount of \$48,190.27. In addition the Foundation has also received property donations as listed. Donations are for the period ending May 2009. Fiscal Impact: None.
- 5.23 Agreements – American Income Life Insurance Company  
Ratification of the agreements between Victor Valley Community College District and American Income Life Insurance Company to provide liability insurance coverage for the Upward Bound and Upward Bound Math & Science Programs. Fiscal Impact: Upward Bound, not to exceed \$500.00 and Upward Bound Math and Science, not to exceed \$500.00.
- 5.24 Agreement Renewal – Chancellor’s Office of the California Community Colleges  
Ratification of the renewal agreement between Victor Valley Community College District and the Chancellor’s of the California Community Colleges for the mandatory Student-Right-To-Know Reporting Subscription. Fiscal Impact: Budgeted item, \$3,900.00 per year for three years.

- 5.25 Notice of Completion – Rymax Electric Inc.  
Approval of the Notice of Completion for the electrical switchgear replacement project. Fiscal Impact: None
- 5.26 Agreements – Contract Education Services  
Approval of the Contract Education Services' agreements listed below.  
Fiscal Impact: \$6,900.00 Income to the District

Vendor:	Income to the District
Apple Valley Kennel Club	\$ 900.00
Preston Guillory Investigations	\$4,000.00
Southwest	\$2,000.00
Total:	\$6,900.00

## **ACTION AGENDA**

### **6. BOARD OF TRUSTEES**

- 6.1 Separate approval of items pulled from consent agenda

### **8. INSTRUCTION**

- 8.1 Regional Occupation Program (ROP)

It was MSC (Nelson/Henderson, 5-0) to approve the Victor Valley Community College Districts' partnership with the colleges in Region IX and San Bernardino County ROP in development of course sequences in specified career pathways that would provide a comprehensive course of study preparing students for both post secondary education and careers in compliance with AB 2448. Fiscal Impact: None

### **11. HUMAN RESOURCES**

- 11.1 Resolution Modified Resolution - Supplemental Employee Retirement Plan

It was MSC (Valles/Mollenkamp, 5-0) to adopt the resolution to provide the Supplemental Employee Retirement Plan. Fiscal Impact: TBD

- 11.2 Foundation Employment Agreements

It was MSC (Nelson/Henderson, 5-0) to approve the agreements with the Foundation for the employment of the Foundation's executive and executive/financial assistant as listed. Fiscal Impact: None, funds are reimbursed by the Foundation.

Trustee Nelson left at 6:08 p.m.

Trustee Nelson arrived at 6:10 p.m.

Upon Trustee Nelson's return Board President, Mr. Range asked for Trustee Nelson's vote which was in favor of the agreement.

- 11.3 Victor Valley College Equal Employment Opportunity Plan

It was MSC (Mollenkamp/Nelson, 5-0) to approve of the Victor Valley College Equal Employment Opportunity Plan. Fiscal Impact: None  
Mollenkamp, page 19 not local organizations – need to add.

- 11.4 Administrator Contract, Interim Dean, Instructional Programs – Student and Workforce Development

It was MSC (Nelson/Valles, 5-0) to ratify the Interim Dean, Instructional Programs – Student and Workforce Development contract while recruitment for the position is completed. The period of this contract is from July 1, 2009 through July 31, 2009. Fiscal Impact: Budgeted

**11.5 Renewal of Administrator Contract – Director of Disabled Student Programs and Services/ADA Compliance Officer**

It was MSC (Nelson/Valles, 5-0) to approve the renewal contract for the Administrative Contract – Director of Disabled Student Programs and Services/ADA Compliance Officer beginning on or after August 1, 2009. Fiscal Impact: Budgeted

**12. INFORMATION/DISCUSSION**

**12.1 Monthly Financial Reports**

Submitted as an informational item.

**12.2 Chapter 2 Board Policies**

Submitted as an informational item.

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

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

**13.1 Foundation**

Ginger Ontiveros

**13.2 Employee Groups**

a) CTA

None

b) CSEA

Margaret Kagy

c) AFT Part-Time Faculty United

Carol Scissel

**14. TRUSTEE COMMENTS**

Trustee Valles reported on the theatre arts program featuring *Willy Wonka* that will provide foster children the benefit of seeing and experiencing a play of fine arts. The group coordinating this evening meets every Monday at 3 p.m. until August 12<sup>th</sup>. Trustee Nelson commented on the ASB retreat that he recently attended and welcomed Trustee Mollenkamp. Trustee Henderson welcomed Trustee Mollenkamp. Board President, Mr. Range complimented the ASB students on their continuing success and was impressed with the goals that they set at the recent ASB retreat.

• ASB

Roderick Gray reported on student activities.

Public Comments not related to non- agenda items: Margaret Kagy

**16. ADJOURNMENT**

It was MSC (Valles/Nelson, 5-0) to adjourn the meeting at 6:42 p.m.

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Chris Mollenkamp, Clerk

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Date Approved







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

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

**TOPIC:** AGREEMENT RENEWAL – IDEARC MEDIA  
**SUBMITTED BY:** Bill Greulich, Public Information  
**RECOMMENDED BY:** Bill Greulich Bill Greulich  
**APPROVED BY:** Robert Silverman RS

**Description/Background:**

The district wishes to renew its agreement with Idearc Media for the college phone listing and advertising in the yellow and white pages of the Verizon phone directory. This agreement includes individual listings, advertising, yellow page special features, as well as listing in the online phone directory.

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

**Need:**

This agreement is renewed annually to have the college listed and advertised in the local phone directory and online.

**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 Idearc Media in the amount of \$1,456.95 per month for a total of \$17,483.40 – from the Public Information Office advertising budget.

**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 – NATIONAL CINEMEDIA, LLC

**SUBMITTED BY:** Eartha Johnson, Puente Program

**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 National CineMedia, LLC. The period of this agreement is from July 24, 2009, through August 20, 2009.

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

**Need:**

This agreement is to provide on screen advertising at the Cinemark 16 movie theatre located in Victorville, Ca for Victor Valley Community College District's Puente Program.

**Fiscal Impact:** Budgeted - \$214.00 – Grant Funds

**Recommended Action:**

It is recommended by the Superintendent/President that the Board of Trustees ratify an agreement between Victor Valley Community College District and National CineMedia, LLC. The period of this agreement is from July 24, 2009, through August 20, 2009.

**Legal Review:** YES  NOT APPLICABLE

**Reference for Agenda:** YES  NO



VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES  
AGENDA ITEM

BOARD CONSENT  BOARD ACTION  BOARD INFORMATION (no action required)

TOPIC: AGREEMENT RENEWAL – PEOPLEADMIN, INC.  
SUBMITTED BY: Fusako Yokotobi  
RECOMMENDED BY: Fusako Yokotobi *Fusako Yokotobi*  
APPROVED BY: Robert Silverman *RS*

**Description/Background:**

The district wishes to renew its agreement with PeopleAdmin to continue the automated Internet-based system for establishing and maintaining employment applications, job descriptions, and performance evaluations.

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

**Need:**

The district desires to continue using the applicant tracking and position and performance management module.

**Fiscal Impact:** \$33,100 – Budgeted item.

**Recommended Action:** It is recommended that the Board of Trustees approve the agreement with PeopleAdmin in the amount of \$33,100 for the period of 08/28/09 through 08/27/10.

**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 – BOMGAR CORPORATION  
SUBMITTED BY: Frank Smith, Technology and Information Resources  
RECOMMENDED BY: GH Javaheripour *[Signature]*  
APPROVED BY: Robert Silverman *[Signature]*

**Description/Background:**

The District wishes to renew its software maintenance agreement with Bomgar Corporation. This software enables help desk and other technical personnel to view and control any workstation on or off campus. This software will be used to assist with troubleshooting when students or staff call with technical computer problems. This agreement is for the period of October 2009 – September 2010.

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

**Need:**

This software will greatly reduces the amount of time needed on each support call by help desk and technical personnel by allowing them to view and control the workstation instead of simply talking the supported user through the process.

**Fiscal Impact:** Budgeted Item - \$2,753.00

**Recommended Action:**

This item has been approved by the Superintendent/President, and it is recommended that the Board of Trustees ratify the agreement with Bomgar Corporation in the amount of \$2,753.00.

**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 – PORTER BOILER SERVICE, INC.

SUBMITTED BY: Chris Hylton, Maintenance & Operations

RECOMMENDED BY: GH Javaheripour 

APPROVED BY: Robert Silverman 

**Description/Background:**

The District wishes to enter into an agreement with Porter Boiler Service, Inc. to provide recertification services for two (2) Bryan boilers located in the central plant, per South Coast Air Quality Management District permit requirements.

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

**Need:**

This is needed to meet requirements per South Coast Air Quality Management District.

**Fiscal Impact:** \$3,900.00 – Budgeted Item

**Recommended Action:**

This item has been approved by the Superintendent/President, and it is recommended that the Board of Trustees ratify the agreement with Porter Boiler Service, Inc. in the amount of \$3,900.00.

**Legal Review:** YES  NOT APPLICABLE

**Reference for Agenda:** YES  NO



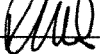
**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES  
AGENDA ITEM**

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

**TOPIC:** AGREEMENT RENEWAL – PORTER BOILER SERVICE, INC.

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

**RECOMMENDED BY:** GH Javaheripour 

**APPROVED BY:** Robert Silverman 

**Description/Background:**

The District wishes to renew its agreement with Porter Boiler Service, Inc. for inspection and maintenance services on the Bryan Flex Tube boiler located in the gymnasium. This agreement is for the 2009 – 2010 fiscal year.

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

**Need:**

This is an annual renewal that is needed to provide boiler maintenance services on the boiler located in the gymnasium.

**Fiscal Impact:** \$1,680.00 – Budgeted Item

**Recommended Action:**

This item has been approved by the Superintendent/President, and it is recommended that the Board of Trustees ratify the agreement with Porter Boiler Service, Inc. in the amount of \$1,680.00.

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

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

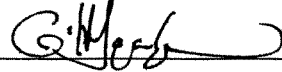


**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES  
AGENDA ITEM**

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

**TOPIC:** AGREEMENT RENEWAL #09/10-0067 – SAN BERNARDINO COUNTY SUPERINTENDENT OF SCHOOLS (SBCSS)

**SUBMITTED BY:** Mary Pringle, Fiscal Services

**RECOMMENDED BY:** GH Javaheripour 

**APPROVED BY:** Robert Silverman 

**Description/Background:**

The District wishes to continue participation in the services provided by the San Bernardino County Superintendent of Schools for courier services for fiscal year 2009-10. This service includes daily delivery and pickup of the County's correspondence and materials. In addition, the District uses this service to deliver correspondence to the County and to other school districts within the County.

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

**Need:**

This service is needed to help expedite daily delivery and pickup of the County's correspondence and materials as opposed to sending through the postal service.

**Fiscal Impact:**

Budgeted item, not to exceed \$3,187.00

**Recommended Action:**

It is recommended that the Board of Trustees ratify agreement #09/10-0067 with San Bernardino County Superintendent of Schools for County courier services in the amount of \$3,187.00.

**Legal Review:** YES    NOT APPLICABLE X

**Reference for Agenda:** YES    NO X




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

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

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

**SUBMITTED BY:** Mary Pringle, Director of Fiscal Services

**RECOMMENDED BY:** GH Javaheripour 

**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 2009-2010 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.

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

**Need:**

This is an annual renewal that is needed to provide loss control services for the District. There will only be a cost to the District if training services are provided.

**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 X \_\_\_

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

5.10

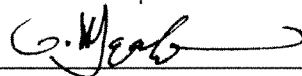


VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES  
AGENDA ITEM

BOARD CONSENT  BOARD ACTION  BOARD INFORMATION (no action required)

TOPIC: AGREEMENT – ONTARIO REFRIGERATION

SUBMITTED BY: Chris Hylton, Maintenance & Operations

RECOMMENDED BY: G.H. Javaheripour 

APPROVED BY: Robert Silverman 

**Description/Background:**

The District wishes to enter into an agreement with Ontario Refrigeration to replace the circuit 2 compressor on the A/C unit in the Allied Health Department.

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

**Need:**

The air conditioning unit for Allied Health uses two compressors to keep the building at a comfortable temperature. One compressor has failed and needs to be replaced. Failing to replace it puts a constant 100% load on the other compressor which will result in a shorter service life and increased costs to the District.

**Fiscal Impact:** \$13,724.00 – Budgeted Item

**Recommended Action:**

This item has been approved by the Superintendent/President, and it is recommended that the Board of Trustees ratify the agreement with Ontario Refrigeration in the amount of \$13,724.00.

**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:** BOARD OF TRUSTEES BUDGET TRANSFER REQUEST REPORT

**SUBMITTED BY:** Deedee Orta, Administrative Services

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

**APPROVED BY:** Robert Silverman 

**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).

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

**Need:** N/A

**Fiscal Impact:** None

**Recommended Action:**

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

**Legal Review:** YES  NOT APPLICABLE

**Reference for Agenda:** YES  NO

**VICTOR VALLEY COLLEGE**  
**BUDGET TRANSFER REQUEST REPORT**  
From 06/15/09 to 06/30/09

Ref. No.	Fund	Program	Account	Amount		Description
				Increase	Decrease	
090383	01	6040 Dean Stem Academic Prgms	430000	Instructional Supplies		1,495 CAHSEE ADVERTISEMENT
090383	01	6040 Dean Stem Academic Prgms	581000	Advertising-Public Relations	1,495	CAHSEE ADVERTISEMENT
090384	01	1305 Child Development	430000	Instructional Supplies		313 TO COVER NEG BAL
090384	01	1305 Child Development	521000	Mileage/Instructional	613	TO COVER NEG BAL
090384	01	1305 Child Development	530000	Dues & Memberships		300 TO COVER NEG BAL
090385	01	0000 District Wide Holding Prgm	861500	Basic Skills		149,334 BGT UPDATE
090385	01	4934 Basic Skills-All Disciplines	110000	Salaries	71,059	BGT UPDATE
090385	01	4934 Basic Skills-All Disciplines	248000	Benefits	2,728	BGT UPDATE
090385	01	4934 Basic Skills-All Disciplines	311000	Benefits	5,863	BGT UPDATE
090385	01	4934 Basic Skills-All Disciplines	331500	Benefits	1,031	BGT UPDATE
090385	01	4934 Basic Skills-All Disciplines	341000	Benefits	5,968	BGT UPDATE
090385	01	4934 Basic Skills-All Disciplines	351000	Benefits	214	BGT UPDATE
090385	01	4934 Basic Skills-All Disciplines	361000	Benefits	1,303	BGT UPDATE
090385	01	4934 Basic Skills-All Disciplines	430000	Instructional Supplies	515	BGT UPDATE
090385	01	4934 Basic Skills-All Disciplines	520000	Travel/Conference	1,054	BGT UPDATE
090385	01	4934 Basic Skills-All Disciplines	584000	Contracted Services	5,400	BGT UPDATE
090385	01	4934 Basic Skills-All Disciplines	590000	Other Expense	54,199	BGT UPDATE
090388	01	4934 Basic Skills-All Disciplines	135000	Salaries	7,454	ACCT CLEANUP
090388	01	4934 Basic Skills-All Disciplines	430000	Instructional Supplies		1,000 ACCT CLEANUP
090388	01	4934 Basic Skills-All Disciplines	520000	Travel/Conference-Instruc		1,054 ACCT CLEANUP
090388	01	4934 Basic Skills-All Disciplines	584000	Contracted Services		5,400 ACCT CLEANUP
090389	01	6010 VP Student Learning	123000	Salaries	6,480	TO COVER NEG BAL
090389	01	6010 VP Student Learning	135000	Personal Services	11,840	TO COVER NEG BAL
090389	01	6010 VP Student Learning	553200	Bottled Water	1,000	TO COVER NEG BAL
090389	01	6010 VP Student Learning	571000	Legal Expense	340	TO COVER NEG BAL
090389	01	6010 VP Student Learning	580500	License Fees	995	TO COVER NEG BAL
090389	01	6010 VP Student Learning	581100	Contract Svcs Catalog		20,000 TO COVER NEG BAL
090389	01	6010 VP Student Learning	584000	Contracted Services		655 TO COVER NEG BAL
090390	01	1011 Art/Photography	430000	Instructional Supplies		678 OB 4300->6400
090390	01	1011 Art/Photography	640000	New Equipment	678	OB 4300->6400
090391	01	0000 District Wide Holding Prgm	889900	Misc. Income	13,680	BGT SETUP
090391	01	6710 Institutional Advancement	135000	Salaries	7,500	BGT SETUP
090391	01	6710 Institutional Advancement	148000	Salaries	1,296	BGT SETUP
090391	01	6710 Institutional Advancement	311000	Benefits	1,056	BGT SETUP
090391	01	6710 Institutional Advancement	430000	Instructional Supplies	1,443	BGT SETUP
090391	01	6710 Institutional Advancement	640500	Computers	2,385	BGT SETUP
090395	42	0000 District Wide Holding Prgm	582000	Interest Expense		600,000 GKK SVCS
090395	42	0006 VVC Campus Victorville	620000	Buildings New & Remodel	200,000	GKK SVCS
090395	42	0015 Bond: Public Safety Trng Cntr	620000	Buildings New & Remodel	200,000	GKK SVCS
090395	42	0018 Bond: Workforce Dev Cntr	620000	Buildings New & Remodel	200,000	GKK SVCS
090396	01	6040 Dean Stem Academic Prgms	135000	Salaries	3,311	ACCT CLEANUP
090396	01	6040 Dean Stem Academic Prgms	135000	Salaries		1,381 ACCT CLEANUP
090396	01	6040 Dean Stem Academic Prgms	215000	Salaries	11,924	ACCT CLEANUP
090396	01	6040 Dean Stem Academic Prgms	215000	Salaries	1,408	ACCT CLEANUP
090396	01	6040 Dean Stem Academic Prgms	218000	Salaries		171 ACCT CLEANUP
090396	01	6040 Dean Stem Academic Prgms	218000	Salaries		3,442 ACCT CLEANUP
090396	01	6040 Dean Stem Academic Prgms	311000	Benefits	1,381	ACCT CLEANUP
090396	01	6040 Dean Stem Academic Prgms	311000	Benefits	342	ACCT CLEANUP
090396	01	6040 Dean Stem Academic Prgms	321000	Benefits	1,125	ACCT CLEANUP
090396	01	6040 Dean Stem Academic Prgms	321000	Benefits	375	ACCT CLEANUP
090396	01	6040 Dean Stem Academic Prgms	331000	Benefits	734	ACCT CLEANUP
090396	01	6040 Dean Stem Academic Prgms	331500	Benefits	378	ACCT CLEANUP
090396	01	6040 Dean Stem Academic Prgms	331500	Benefits	1,108	ACCT CLEANUP
090396	01	6040 Dean Stem Academic Prgms	335000	Benefits	96	ACCT CLEANUP
090396	01	6040 Dean Stem Academic Prgms	341000	Benefits	1,066	ACCT CLEANUP
090396	01	6040 Dean Stem Academic Prgms	341000	Benefits		1,027 ACCT CLEANUP

**VICTOR VALLEY COLLEGE**  
**BUDGET TRANSFER REQUEST REPORT**  
From 06/15/09 to 06/30/09

Ref. No.	Fund	Program	Account	Amount		Description
				Increase	Decrease	
090396	01	6040 Dean Stem Academic Prgms	351000	Benefits	90	ACCT CLEANUP
090396	01	6040 Dean Stem Academic Prgms	351000	Benefits		3 ACCT CLEANUP
090396	01	6040 Dean Stem Academic Prgms	361000	Benefits	485	ACCT CLEANUP
090396	01	6040 Dean Stem Academic Prgms	361000	Benefits		16 ACCT CLEANUP
090396	01	6040 Dean Stem Academic Prgms	450000	Other Supplies	2,199	ACCT CLEANUP
090396	01	6040 Dean Stem Academic Prgms	520000	Travel/Conference-Instruc	284	ACCT CLEANUP
090396	01	6040 Dean Stem Academic Prgms	565000	Contracts-Maint Agreements	229	ACCT CLEANUP
090396	01	6040 Dean Stem Academic Prgms	569000	Indirect Cost	2,540	ACCT CLEANUP
090396	01	6040 Dean Stem Academic Prgms	569100	Prior Year Rollovers		33,545 ACCT CLEANUP
090396	01	6040 Dean Stem Academic Prgms	581000	Advertising Public Relations	2,416	ACCT CLEANUP
090396	01	6040 Dean Stem Academic Prgms	640000	New Equipment	664	ACCT CLEANUP
090396	01	6040 Dean Stem Academic Prgms	641000	Furniture	1,829	ACCT CLEANUP
090396	01	6040 Dean Stem Academic Prgms	761000	Student Book Service	5,601	ACCT CLEANUP
090397	01	6010 VP Student Learning	135000	Salaries	2,040	TO COVER NEG BAL
090397	01	6010 VP Student Learning	331500	Benefits	30	TO COVER NEG BAL
090397	01	6010 VP Student Learning	351000	Benefits	7	TO COVER NEG BAL
090397	01	6010 VP Student Learning	361000	Benefits	38	TO COVER NEG BAL
090397	01	6010 VP Student Learning	569100	Prior Year Rollovers		2,170 TO COVER NEG BAL
090397	01	6120 Library	580500	License Fees	55	TO COVER NEG BAL
090398	01	1203 RN Program	130000	Salaries	25,000	BGT UPDATE
090398	01	1203 RN Program	569000	Indirect Cost	5,191	BGT UPDATE
090398	01	1203 RN Program	569100	Prior Year Rollovers		30,191 BGT UPDATE
090399	01	2133 Fire Control Tech	129900	Salaries	146	TO COVER NEG BAL
090399	01	2133 Fire Control Tech	135000	Salaries		2,500 TO COVER NEG BAL
090399	01	2133 Fire Control Tech	244600	Salaries		11,000 TO COVER NEG BAL
090399	01	2133 Fire Control Tech	244600	Salaries		31,000 TO COVER NEG BAL
090399	01	2133 Fire Control Tech	311000	Benefits	286	TO COVER NEG BAL
090399	01	2133 Fire Control Tech	321000	Benefits	1,018	TO COVER NEG BAL
090399	01	2133 Fire Control Tech	331500	Benefits	499	TO COVER NEG BAL
090399	01	2133 Fire Control Tech	335000	Benefits	833	TO COVER NEG BAL
090399	01	2133 Fire Control Tech	341000	Benefits	85	TO COVER NEG BAL
090399	01	2133 Fire Control Tech	351000	Benefits	115	TO COVER NEG BAL
090399	01	2133 Fire Control Tech	361000	Benefits	635	TO COVER NEG BAL
090399	01	2133 Fire Control Tech	430000	Instructional Supplies	9,040	TO COVER NEG BAL
090399	01	2133 Fire Control Tech	430000	Instructional Supplies	3,202	TO COVER NEG BAL
090399	01	2133 Fire Control Tech	520000	Travel/Conference Instruc		1,258 TO COVER NEG BAL
090399	01	2133 Fire Control Tech	530000	Dues & Memberships		465 TO COVER NEG BAL
090399	01	2133 Fire Control Tech	584000	Contracted Services	1,960	TO COVER NEG BAL
090399	01	2133 Fire Control Tech	584000	Contracted Services	28,404	TO COVER NEG BAL
090400	01	1305 Child Development	584000	Contracted Services	1,440	S & B FOODS
090400	01	6920 Child Development Center	148500	Salaries		2,308 S & B FOODS
090400	01	6920 Child Development Center	311000	Benefits		300 S & B FOODS
090400	01	6920 Child Development Center	331500	Benefits		40 S & B FOODS
090400	01	6920 Child Development Center	335000	Benefits	18	S & B FOODS
090400	01	6920 Child Development Center	351000	Benefits		9 S & B FOODS
090400	01	6920 Child Development Center	361000	Benefits		50 S & B FOODS
090400	01	6920 Child Development Center	430000	Instructional Supplies	1,200	S & B FOODS
090400	01	6920 Child Development Center	535000	Postage Expense	49	S & B FOODS
090401	01	6920 Child Development Center	148500	Salaries		405 OB 1485->4300
090401	01	6920 Child Development Center	430000	Instructional Supplies	405	OB 1485->4300
090402	01	4900 Interdisciplinary Studies	248000	Salaries	13,382	SP 2302->2301
090402	01	6460 Financial Aid Admin	590000	Other Expense		13,382 SP 2302->2301
090403	01	1203 RN Program	110000	Salaries		54,938 SI 12->16
090403	01	1203 RN Program	110000	Salaries	52,000	SI 12->16
090403	01	1203 RN Program	311000	Benefits		2,000 SI 12->16
090403	01	1203 RN Program	311000	Benefits	2,000	SI 12->16
090403	01	1203 RN Program	331500	Benefits		1,181 SI 12->16

VICTOR VALLEY COLLEGE  
 BUDGET TRANSFER REQUEST REPORT  
 From 06/15/09 to 06/30/09

Ref. No.	Fund	Program	Account	Amount		Description
				Increase	Decrease	
090403	01	1203 RN Program	331500 Benefits	1,181		SI 12->16
090403	01	1203 RN Program	341000 Benefits		3,579	SI 12->16
090403	01	1203 RN Program	341000 Benefits	3,579		SI 12->16
090403	01	1203 RN Program	569000 Indirect Cost	2,938		SI 12->16
090404	01	1203 RN Program	110000 Salaries	50,847		TO COVER NEG BAL
090404	01	1203 RN Program	130000 Salaries		7,504	TO COVER NEG BAL
090404	01	1203 RN Program	311000 Benefits	6,598		TO COVER NEG BAL
090404	01	1203 RN Program	430000 Instructional Supplies		43,973	TO COVER NEG BAL
090404	01	1203 RN Program	569000 Indirect Cost		5,191	TO COVER NEG BAL
090404	01	1203 RN Program	569100 Prior Year Rollovers		777	TO COVER NEG BAL
090405	01	1203 RN Program	110000 Salaries		5,191	IND COSTS
090405	01	1203 RN Program	569000 Indirect Cost	5,191		IND COSTS

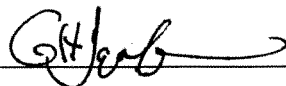


**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES  
AGENDA ITEM**

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

**TOPIC:** BOARD OF TRUSTEES PAYMENTS REPORT

**SUBMITTED BY:** Renee Garcia, Fiscal Services

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

**APPROVED BY:** Robert Silverman 

**Description/Background:**

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

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

**Need:** N/A

**Fiscal Impact:** None

**Recommended Action:**

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

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

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



**BOARD PAYMENT REPORT  
BOARD OF TRUSTEES MEETING, AUG. 11, 2009**

	General Fund	Insurance Trust	Cap Projects Fund	Child Dev Ctr Fund	Revenue Bond	Student Cntr Fee
BATCH 727	\$ 8,279.63					
BATCH 927A	\$ 2,520.80					
BATCH 928	\$ 7,828.91					
BATCH 928A	\$ 15,250.00					
BATCH 929	\$ 17,257.65					
BATCH 930	\$ 1,333.09					
BATCH 931	\$ 836.67					
BATCH 932	\$ 482.26					
BATCH 933	\$ 6,187.11					
BATCH 934						
BATCH 934A			\$ 49,879.49			
BATCH 935			\$ 48,838.69			
BATCH 935A			\$ 3,336.00			
BATCH 936			\$ 118,704.00			
BATCH 936	\$ 8,986.90					
BATCH 937	\$ 9,453.86					
BATCH 937A	\$ 8,025.00					
BATCH 938	\$ 16,395.56					
BATCH 939	\$ 58,755.29					
BATCH 940	\$ 9,046.18					
BATCH 941 VOIDED						
BATCH 941A			\$ 629,873.10			
BATCH 942 VOIDED						
BATCH 942A				\$ 34,696.52		
BATCH 943						
BATCH 944 VOIDED						
BATCH 944A	\$ 2,262.00					
BATCH 945	\$ 2,262.00					
BATCH 946						
BATCH 947 VOIDED						
BATCH 947A	\$ 100,000.00					
BATCH 948	\$ 9,932.77					
BATCH 948A	\$ 92,536.59					
BATCH 949 VOIDED						
BATCH 949A	\$ 150,000.00					
BATCH 950	\$ 1,113.54					
BATCH 951 VOIDED						
			\$ 6,100.00		\$ 1,367.00	

**BOARD PAYMENT REPORT  
BOARD OF TRUSTEES MEETING, AUG. 11, 2009**

	General Fund	Insurance Trust	Cap Projects Fund	Child Dev Ctr Fund	Dept Service	Student Cntr Fee
BATCH 951A	\$ 4,665.29					
BATCH 952	\$ 1,146.47					
BATCH 953 VOIDED						
BATCH 953A	\$ 73,637.96					
BATCH 954	\$ 2,862.43					
BATCH 954A	\$ 17,213.43					
BATCH 955 CONTAINS NO BATCH						
BATCH 956	\$ 3,547.06					
BATCH 956A	\$ 368,031.00					
BATCH 957	\$ 10,873.46					
BATCH 958	\$ 1,806.67					
BATCH 959 CONTAINS NO BATCH						
BATCH 960		\$ 531.79		117.43		
BATCH 961						
BATCH 962	\$ 2,605.00					
BATCH 963	\$ 3,521.00					
BATCH 964 CONTAINS NO BATCH						
BATCH 964A	\$ 21,388.00					
BATCH 965 VOIDED						
BATCH 965A	\$ 26,500.00					
BATCH 966	\$ 15,674.00					
BATCH 967	\$ 2,320.00					
BATCH 968	\$ 1,150.00					
BATCH 969	\$ 2,320.00					
BATCH 970 VOIDED						
BATCH 970A	\$ 2,320.00					
BATCH 971 CONTAINS NO BATCH						
BATCH 972 CONTAINS NO BATCH						
BATCH 973				84.05		
BATCH 974	\$ 5,877.95					
BATCH 975	\$ 2,140.38					
BATCH 976	\$ 1,926.52					
BATCH 977			\$ 5,440.00			
BATCH 978 VOIDED						
BATCH 979 VOIDED						
BATCH 979A	\$ 2,194.64					
BATCH 980	\$ 2,625.42					
BATCH 981						\$ 47,338.96

**BOARD PAYMENT REPORT  
BOARD OF TRUSTEES MEETING, AUG. 11, 2009**

	General Fund	Insurance Trust	Cap Projects Fund	Child Dev Ctr Fund	Dept Service	Student Cntr Fee
BATCH 982	\$ 8,203.50					
BATCH 983	\$ 3,193.38					
BATCH 984	\$ 2,170.00					
BATCH 985	\$ 1,688.62					
BATCH 986	\$ 9,397.81					
BATCH 987 VOIDED						
BATCH 987A	\$ 30,047.26					
BATCH 988	\$ 1,700.00					
BATCH 989	\$ 238.42					
BATCH 990	\$ 5,755.20					
BATCH 991	\$ 118.47					
BATCH 992	\$ 1,607.51					
<b>TOTAL</b>	\$ 1,169,212.66	\$ 531.79	\$ 862,171.28	\$ 34,898.00		\$ 48,705.96



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

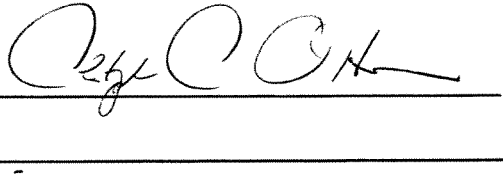
**BOARD CONSENT  BOARD ACTION  BOARD INFORMATION (no action required)**

**TOPIC:** AGREEMENT – SAN ANTONIO COMMUNITY HOSPITAL

**SUBMITTED BY:** Geneva Baker, Allied Health

**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 San Antonio Community Hospital. The period of the agreement is from July 01, 2009, through June 30, 2010 and shall be in effect for a term of one year from the date of execution and may be renewed for an additional one year term upon mutual and written agreement of both parties. This agreement may be terminated by either party, at any time, for any reason, upon thirty (30) days written notice to the other party.

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

**Need:**

This agreement is to provide clinical learning facilities for health sciences programs.

**Fiscal Impact:** None

**Recommended Action:**

It is recommended by the Superintendent/President that Board of Trustees ratify an agreement between Victor Valley Community College District and San Antonio Community Hospital. The period of the agreement is from July 01, 2009, through June 30, 2010.

**Legal Review:** YES  NOT APPLICABLE

**Reference for Agenda:** YES  NO




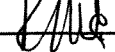
**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES  
AGENDA ITEM**

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

**TOPIC:** LICENSE AGREEMENT – CALIFORNIA STATE UNIVERSITY  
SAN BERNARDINO OFFICE OF HOUSING AND RESIDENTIAL  
LIFE

**SUBMITTED BY:** Janet Long, Trio Programs

**RECOMMENDED BY:** Christopher O'Hearn 

**APPROVED BY:** Robert Silverman 

**Description/Background:**

The District desires to ratify an agreement between Victor Valley Community College District and California State University San Bernardino Office of Housing and Residential Life. The period of this agreement is from July 09, 2009, through July 25, 2009. The licensor may terminate this agreement, for good cause, or any part hereof, at any time prior to, or during the term of this agreement by presenting a Notice of Termination, in writing to the Officer acting on behalf of the Licensee.

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

**Need:**

This agreement is to provide residential services for university based programs for Upward Bound Program participants, Janet Long, Director of Trio Programs, Jessica Diaz, Substitute Upward Bound Math and Science Coordinator, and Elizabeth Duarte, Upward Bound Coordinator.

**Fiscal Impact:** Budgeted - \$10,652.00 – Grant Funds

**Recommended Action:**

It is recommended by the Superintendent/President that the Board of Trustees ratify an agreement between Victor Valley Community College District and California State University San Bernardino Office of Housing and Residential Life. The period of this agreement is from July 09, 2009, through July 25, 2009.

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

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





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

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

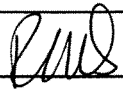
**TOPIC:** LICENSE AGREEMENT – CALIFORNIA STATE UNIVERSITY  
SAN BERNARDINO OFFICE OF HOUSING AND RESIDENTIAL  
LIFE

**SUBMITTED BY:** Janet Long, Trio Programs



**RECOMMENDED BY:** Christopher O'Hearn

**APPROVED BY:** Robert Silverman



**Description/Background:**

The District desires to ratify an agreement between Victor Valley Community College District and California State University San Bernardino Office of Housing and Residential Life. The period of this agreement is from July 09, 2009, through July 25, 2009. The licensor may terminate this agreement, for good cause, or any part hereof, at any time prior to, or during the term of this agreement by presenting a Notice of Termination, in writing to the Officer acting on behalf of the Licensee.

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

**Need:**

This agreement is to provide residential services for university based programs for Upward Bound and Upward Bound Math and Science Program participants, Janet Long, Director of Trio Programs, Jessica Diaz, Substitute Upward Bound Math and Science Coordinator, and Elizabeth Duarte, Upward Bound Coordinator.

**Fiscal Impact:** Budgeted - \$6,366.00 – Grant Funds

**Recommended Action:**

It is recommended by the Superintendent/President that the Board of Trustees ratify an agreement between Victor Valley Community College District and California State University San Bernardino Office of Housing and Residential Life. The period of this agreement is from July 09, 2009, through July 25, 2009.

**Legal Review:** YES  X  NOT APPLICABLE

**Reference for Agenda:** YES   NO  X





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

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

**TOPIC:** AGREEMENT – H & L CHARTER CO., INC.

**SUBMITTED BY:** Elizabeth Duarte, Upward Bound Program

**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 H & L Charter Co., Inc. The period of the agreement is from August 05, 2009, through August 08, 2009.

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

**Need:**

This agreement is to provide transportation services for Upward Bound Program participants to visit Santa Barbara and Channel Islands' Universities.

**Fiscal Impact:** Budgeted – \$3,766.40 – Grant Funds

**Recommended Action:**

It is recommended by the Superintendent/President that the Board of Trustees ratify an agreement between Victor Valley Community College District and H & L Charter Co., Inc. The period of the agreement is from August 05, 2009, through August 08, 2009.



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

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



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

BOARD CONSENT  BOARD ACTION  BOARD INFORMATION (no action required)

**TOPIC:** AGREEMENT – INDEPENDENT CONTRACTOR  
**SUBMITTED BY:** Janet Long, Trio-Programs  
**RECOMMENDED BY:** Christopher O’Hearn   
**APPROVED BY:** Robert Silverman 

**Description/Background:**

The District desires to ratify an Independent Contractor Agreement between Victor Valley Community College District and Robert D. Hampton. The period of this agreement is from July 20, 2009, through July 23, 2009.

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

**Need:**

The Independent Contractor Agreement is to provide academic workshops for Upward Bound Program participants during the 2009 Summer Academy/California State University San Bernardino residential component.

**Fiscal Impact:** Budgeted – \$500.00 – Grant Funds

**Recommended Action:**

It is recommended by the Superintendent/President that the Board of Trustees ratify an Independent Contractor Agreement between Victor Valley Community College District and Robert D. Hampton. The period of this agreement is from July 20, 2009, through July 23, 2009.

**Legal Review:** YES  NOT APPLICABLE

**Reference for Agenda:** YES  NO




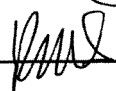
**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES  
AGENDA ITEM**

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

**TOPIC:** AGREEMENT – INDEPENDENT CONTRACTOR

**SUBMITTED BY:** Rebecca Elmore, Career Pathways

**RECOMMENDED BY:** Christopher O'Hearn 

**APPROVED BY:** Robert Silverman 

**Description/Background:**

The District desires to ratify an Independent Contractor Agreement between Victor Valley Community College District and Isaac Newton. The period of this agreement is from June 29, 2009, through July 02, 2009.

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

**Need:**

The Independent Contractor Agreement is to assist in presenting and facilitating various Career Pathways' workshops.

**Fiscal Impact:** Budgeted – \$150.00 – Grant Funds

**Recommended Action:**

It is recommended by the Superintendent/President that the Board of Trustees ratify an Independent Contractor Agreement between Victor Valley Community College District and Isaac Newton. The period of this agreement is from June 29, 2009, through July 02, 2009.

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



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





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

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

**TOPIC:** AGREEMENTS - CONTRACT EDUCATION SERVICES  
**SUBMITTED BY:** Debbie Potts, Contract Education  
**RECOMMENDED BY:** Christopher O'Hearn   
**APPROVED BY:** Robert Silverman 

**Description/Background:**

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

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

Vendor:	Income to the District
Voices For All	\$ 600.00
Preston Guillory Investigations	\$4,000.00
Notary Public Seminars	\$3,000.00
Brown Butterfly Enterprises	\$ 500.00
<b>Total:</b>	<b>\$8,100.00</b>

**Need:**

The vendor will provide various workshops through Contract Education Services.

**Fiscal Impact:** \$8,100.00 Income to the District

**Recommended Action:**

It is recommended by the Superintendent/President that the Board of Trustees approve the Contract Education Service agreements listed below that are being offered in the Contract Education Department.

**Legal Review:** YES  NOT APPLICABLE

**Reference for Agenda:** YES  NO



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

BOARD CONSENT  BOARD ACTION  BOARD INFORMATION (no action required)

**TOPIC:** AGREEMENTS - CONTRACT EDUCATION SERVICES

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

**RECOMMENDED BY:** Christopher O'Hearn

**APPROVED BY:** Robert Silverman

**Description/Background:**

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

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

Vendor:	Income to the District
IHOP Restaurant	\$ 300.00
Cardenas Mexican Market - Hesperia	\$ 300.00
Cardenas Mexican Market - Fontana	\$ 300.00
La Casita Cafe	\$ 600.00
Casa Delias Restaurant	\$ 300.00
Total:	\$1,800.00

**Need:**

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

**Fiscal Impact:** \$1,800.00 Income to the District

**Recommended Action:**

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

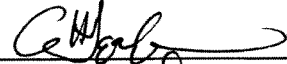

**Legal Review:** YES  NOT APPLICABLE

**Reference for Agenda:** YES  NO



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

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

**TOPIC:** AGREEMENT – DUDEK  
**SUBMITTED BY:** Al McQuilkin, Program Director, gkkworks  
**RECOMMENDED BY:** GH Javaheripour   
**APPROVED BY:** Robert Silverman 

**Description/Background:**

The District wishes to enter into an agreement with Dudek to provide preliminary environmental consulting services related to District implementation of Bond Measure JJ related projects for the period of 7/27/09 – 8/11/09. These preliminary services include:

- Review the Districts main campus traffic study and make recommendations.
- Review Public Safety Training Center site for any additional environmental issues.
- Any additional as-needed Environmental Consulting issues that may arise.

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

**Need:**

Bond Measure JJ provides funding in the amount of \$297,500,000.00 to the District to construct an Eastside Center, a Westside Center, update main campus facilities, and pay off Certificates of Participation. An Environmental Consulting firm is needed to assure that processing and adoption of Bond Measure JJ project plans and construction activities comply with the requirements of the California Environmental Quality Act (CEQA).

**Fiscal Impact:** Not to exceed \$24,603.00 - Locally Bond Funded.

**Recommended Action:**

This item has been approved by the Superintendent/President, and it is recommended that the Board of Trustees ratify the agreement with Dudek in an amount not to exceed \$24,603.00 as projected for preliminary environmental services to complete the work as described in the agreement.

**Legal Review:** YES  NOT APPLICABLE

**Reference for Agenda:** YES  NO

# DUDEK

1650 SPRUCE STREET, SUITE 240  
RIVERSIDE, CALIFORNIA 92507  
T 951 300.2100 F 951 300.2105

July 22, 2009

209090

Bob Silverman  
Victor Valley Community College District  
18422 Bear Valley Road, Building 10  
Victorville, California 92395

***Subject: Proposal to Provide Interim Environmental Consulting Services for the Proposition JJ Program***

Dear Mr. Silverman:

Dudek is pleased to submit this proposal to provide interim environmental consulting services for the Proposition JJ Program. Dudek understands that this proposal will provide the necessary scope of work and cost estimate to assist the Victor Valley Community College District (District) with immediate tasks, while we work toward preparation of a master contract to cover our potential work from August 11, 2009, through June 30, 2010. This scope of work is accompanied by a rate sheet for key Dudek and Linscott, Law and Greenspan (LLG) staff members who will assist you from July 20, 2009 to August 11, 2009.

## **Task 1 Eastside Center Kickoff**

This task will consist of Dudek reviewing previously prepared materials in support of the District's proposed Fire/Police Emergency Services Academy (Eastside Center). To facilitate this task and to keep costs down, we assume that your staff will provide the documents mentioned below unless we are directed by you to obtain our own copies. This task will include reviewing District-prepared California Environmental Quality Act (CEQA) and environmental constraints and/or due diligence documents; Town of Apple Valley-prepared documents, such as the North Apple Valley Industrial Specific Plan and Environmental Impact Report (EIR), General Plan and Zoning Code; and reviewing/assisting with lease agreement language related to the project site. Dudek will then begin framing a strategy for California Environmental Quality Act and Town of Apple Valley review/permit processing. Dudek will attend up to two meetings (with the District and/or Town of Apple Valley). For budget purposes, each meeting attendance is assumed to necessitate 5 hours and require the Dudek Program Manager and Project Manager.

LLG will coordinate with the District to get a clear understanding of the key traffic and parking issues that need to be addressed for this site. LLG will review previously prepared documents to determine how key traffic and parking issues were addressed in each document. LLG will also

**DUDEK**

1

209090  
July 2009

Mr. Bob Silverman

Subject: Proposal to Provide Interim Environmental Consulting Services for the Proposition JJ Program

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review the North Apple Valley Industrial Specific Plan EIR and Walmart CEQA document traffic analyses to determine previous traffic impact statements that were disclosed to the public within this specific area. LLG will then begin framing a traffic context within which to pursue the project details and potential impacts of the proposed facility. LLG has assumed that this task will entail one meeting which is estimated to take 5 hours and be attended by the LLG Project Manager and the Project Engineer.

An estimate of staff hours attributed to this task is outlined in the attached spreadsheet.

**Estimated Cost for Task 1.....\$14,089.00**

**Task 2 Main Campus Traffic/Circulation Review**

LLG will coordinate with District staff to obtain a clear understanding of key traffic and parking issues that need to be addressed for the Main Campus. This task will entail establishing a priority list of issues to determine the order in which key issues will be addressed. LLG will review previously prepared documents related to traffic conditions on the main campus, including the April 2009 Victor Valley College 2007–2017 Facilities Master Plan document (prepared by RGP) and the February 12, 2009, and April 27, 2009, Focused Traffic Analyses (prepared by Kunzman Associates). LLG will then determine whether the recommendations contained in the documents listed above are valid. LLG will initiate development of a “tool box” to fine tune the improvements already recommended and/or initiate development of new strategies to improve traffic and circulation and parking opportunities on the main campus. LLG has assumed that this task will entail one meeting, which is estimated to take 5 hours and to be attended by the LLG Project Manager and the Project Engineer.

An estimate of staff hours attributed to this task is outlined in the attached spreadsheet.

**Estimated Cost for Task 2.....\$9,314.00**

**Task 3 As-Needed Environmental Consulting**

Dudek understands that additional environmental strategy questions may come up between now and August 11, 2009. This task assumes a total of 8 hours of time for Dudek’s Program Manager to assist the District with yet to be identified environmental questions or issues.

**Estimated Cost for Task 3.....\$1,200.00**

*Mr. Bob Silverman*

*Subject: Proposal to Provide Interim Environmental Consulting Services for the Proposition JJ Program*

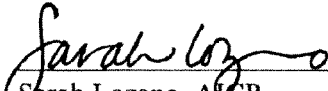
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Dudek estimates the above task items will necessitate a budget of \$24,603.00. All staff time, subconsultant costs and direct costs will be billed in accordance with our 2009 Standard Schedule of Charges, a copy of which is attached. For cost estimation purposes, we have assumed that a total of \$500 of direct costs (largely related to meeting travel and reproduction of review documents) will be necessary to cover the costs of these task items.

Dudek and LLG will complete the above outlined scope of work by August 11, 2009.

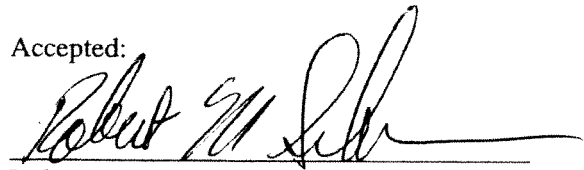
We look forward to your review of this proposal. Please contact me anytime if you have questions or if you'd like to discuss further. I can be reached at (760) 479-4251 or slozano@dudek.com.

Sincerely,

  
\_\_\_\_\_  
Sarah Lozano, AICP

Environmental Program Manager

Accepted:

  
\_\_\_\_\_  
Robert Silverman, Ph. D.  
President/Superintendent

*Att: Cost Estimate Spreadsheet  
Dudek 2009 Standard Schedule of Charges  
LLG Fee Schedule*

*cc: Stephanie Standerfer, Dudek  
Paul Wilkinson/Dan Kloos, LLG*



**COST ESTIMATE**  
**Interim Environmental Consulting Services for the Proposition JJ Program**

Employee	Sarah Lozano (Dudek)	Stephanie Slanderfer (Dudek)	Aaron Gelbis (Dudek)	Matthew Case (Dudek)	Mark McGinnis (Dudek)	Paul Wilkinson (LLG)	Dan Kloos (LLG)	Shane Green (LLG)	Henry Aguiar (LLG)	Total	Direct Costs	Total
Employee Role	Program Manager	Project Manager	Legal Review	Document Management / Administration	GIS Specialist	Principal	Senior Traffic Engineer	Traffic Engineer II	CADD Drafter			
Tasks												
Task 1: Eastside Center Kickoff	16	24	4	6	8	4	8	8	4	82	250	\$14,089
Task 2: Main Campus Traffic/Circulation Review	—	—	—	—	—	10	20	10	4	44	\$250	\$9,314
Task 3: As-Needed Environmental Consulting	8	—	—	—	—	—	—	—	—	8	—	\$1,200
<b>Total Hours</b>	<b>24</b>	<b>24</b>	<b>4</b>	<b>6</b>	<b>8</b>	<b>14</b>	<b>28</b>	<b>18</b>	<b>8</b>	<b>134</b>	<b>n/a</b>	<b>n/a</b>

Please note - subconsultants are billed cost plus 15% in accordance with Dudek's 2009 Standard Schedule of Charges. All LLG costs reflect the 15% mark-up.

**DUDEK  
2009 STANDARD SCHEDULE OF CHARGES**

<b>Engineering Services</b>	
Project Director .....	\$205.00/hr
Program Manager .....	\$190.00/hr
Principal Engineer II .....	\$180.00/hr
Principal Engineer I .....	\$170.00/hr
Senior Project Manager .....	\$160.00/hr
Project Manager .....	\$145.00/hr
Resident Engineer .....	\$135.00/hr
Senior Engineer II .....	\$135.00/hr
Senior Engineer I .....	\$125.00/hr
Associate Engineer .....	\$115.00/hr
Project Engineer IV .....	\$110.00/hr
Project Engineer III .....	\$100.00/hr
Project Engineer II .....	\$95.00/hr
Project Engineer I .....	\$85.00/hr
Field Engineer II .....	\$110.00/hr
Field Engineer I .....	\$100.00/hr
Engineering Assistant .....	\$75.00/hr

<b>Right-of-Way Management Services</b>	
Principal ROW Manager .....	\$170.00/hr
ROW Project Manager .....	\$140.00/hr
ROW Senior Engineer .....	\$125.00/hr
ROW Engineer .....	\$115.00/hr
ROW Technician .....	\$105.00/hr
ROW Research Analyst .....	\$75.00/hr

<b>Environmental Services</b>	
Principal .....	\$210.00/hr
Senior Project Manager/Specialist .....	\$195.00/hr
Environmental Specialist/Planner VI .....	\$170.00/hr
Environmental Specialist/Planner V .....	\$150.00/hr
Environmental Specialist/Planner IV .....	\$135.00/hr
Environmental Specialist/Planner III .....	\$125.00/hr
Environmental Specialist/Planner II .....	\$110.00/hr
Environmental Specialist/Planner I .....	\$100.00/hr
Analyst .....	\$85.00/hr
Planning Research Assistant .....	\$70.00/hr

<b>Construction Management Services</b>	
Principal/Manager .....	\$195.00/hr
Senior Construction Manager .....	\$180.00/hr
Senior Project Manager .....	\$160.00/hr
Construction Manager .....	\$150.00/hr
Project Manager .....	\$140.00/hr
Resident Engineer .....	\$135.00/hr
Construction Engineer .....	\$130.00/hr
On-site Owner's Representative .....	\$105.00/hr
Construction Inspector III .....	\$120.00/hr
Construction Inspector II .....	\$110.00/hr
Construction Inspector I .....	\$100.00/hr

<b>Hydrogeological Services</b>	
Principal .....	\$205.00/hr
Practice Manager .....	\$185.00/hr
Sr. Environmental Engineer .....	\$185.00/hr
Sr. Hydrogeologist/Sr. Proj Mgr .....	\$165.00/hr
Project Manager .....	\$160.00/hr
Associate Hydrogeologist/Engineer .....	\$135.00/hr
Hydrogeologist IV/Engineer IV .....	\$120.00/hr
Hydrogeologist III/Engineer III .....	\$110.00/hr
Hydrogeologist II/Engineer II .....	\$100.00/hr
Hydrogeologist I/Engineer I .....	\$90.00/hr
Technician .....	\$85.00/hr

<b>District Management &amp; Operations</b>	
District General Manager .....	\$175.00/hr
District Engineer .....	\$160.00/hr
Operations Manager .....	\$150.00/hr
District Secretary/Accountant .....	\$85.00/hr
Collections System Manager .....	\$95.00/hr
Grade V Operator .....	\$100.00/hr
Grade III Operator .....	\$80.00/hr
Grade I Operator .....	\$55.00/hr
Operator in Training .....	\$40.00/hr
Collection Maintenance Worker II .....	\$55.00/hr
Collection Maintenance Worker I .....	\$40.00/hr

<b>Office Services</b>	
<i>Technical/Drafting/CADD Services</i>	
3D Graphic Artist .....	\$140.00/hr
Senior Designer .....	\$120.00/hr
Designer .....	\$105.00/hr
Assistant Designer .....	\$85.00/hr
GIS Specialist IV .....	\$135.00/hr
GIS Specialist III .....	\$120.00/hr
GIS Specialist II .....	\$110.00/hr
GIS Specialist I .....	\$100.00/hr
CADD Operator II .....	\$95.00/hr
CADD Operator I .....	\$85.00/hr
CADD Drafter .....	\$80.00/hr
CADD Technician .....	\$70.00/hr

<b>Surveying Services (Coachella Valley)</b>	
Professional Land Surveyor .....	\$160.00/hr
3-Person Survey Crew .....	\$235.00/hr
2-Person Survey Crew .....	\$205.00/hr
1-Person Survey Crew .....	\$110.00/hr
Survey Analyst .....	\$110.00/hr
Asst. Survey Analyst/CADD Mapper .....	\$80.00/hr

<b>Support Services</b>	
Technical Editor III .....	\$130.00/hr
Technical Editor II .....	\$110.00/hr
Technical Editor I .....	\$90.00/hr
Publications Assistant III .....	\$90.00/hr
Publications Assistant II .....	\$80.00/hr
Publications Assistant I .....	\$70.00/hr
Clerical Administration .....	\$70.00/hr

**Forensic Engineering** – Court appearances, depositions, and interrogatories as expert witness will be billed at 2.00 times normal rates.

**Emergency and Holidays** – Minimum charge of two hours will be billed at 1.75 times the normal rate.

**Material and Outside Services** – Subcontractors, rental of special equipment, special reproductions and blueprinting, outside data processing and computer services, etc. are charged at 1.10 times the direct cost.

**Travel Expenses** – Mileage at 55.0 cents per mile. For diem where overnight stay is involved is charged at cost.

**Invoices, Late Charges.** – All fees will be billed to Client monthly and shall be due and payable upon receipt. Invoices are delinquent if not paid within thirty (30) days from the date of the invoice. Client agrees to pay a monthly late charge equal to one percent (1%) per month of the outstanding balance until paid in full.

**DUDEK**

Effective January 1, 2009

**DUDEK**

209090  
July 2009

## FEE SCHEDULE

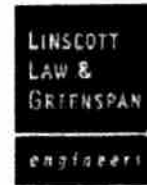
Effective November 1, 2008

<u>TITLE</u>	<u>PER HOUR</u>
<b>Principals</b>	
Principal Engineer .....	\$ 252.00
Associate Principal Engineer .....	\$ 216.00
Planning/Design Manager .....	\$ 201.00
<b>Transportation Engineers</b>	
Senior Transportation Engineer .....	\$ 178.00
Transportation Engineer III .....	\$ 158.00
Transportation Engineer II .....	\$ 133.00
Transportation Engineer I .....	\$ 114.00
<b>Transportation Planners</b>	
Senior Transportation Planner .....	\$ 158.00
Transportation Planner III .....	\$ 133.00
Transportation Planner II .....	\$ 114.00
Transportation Planner I .....	\$ 102.00
<b>Technical Support</b>	
Engineering Associate II .....	\$ 113.00
Engineering Associate I .....	\$ 109.00
Engineering Computer Analyst II .....	\$ 108.00
Engineering Computer Analyst I .....	\$ 85.00
Senior CADD Drafter .....	\$ 109.00
CADD Drafter III .....	\$ 102.00
CADD Drafter II .....	\$ 90.00
CADD Drafter I .....	\$ 77.00
Senior Engineering Technician .....	\$ 109.00
Engineering Technician II .....	\$ 102.00
Engineering Technician I .....	\$ 77.00
Word Processor/Secretary .....	\$ 72.00
Engineering Aide I .....	\$ 55.00

Public Hearing and litigation support may be charged at 125% of the base rate. Consultation in connection with litigation and Court appearances will be quoted separately.

Project-related mileage will be billed at the prevailing standard mileage rate as determined by the IRS. Subcontractors and other project-related expenses will be billed at cost plus 15%.

The above schedule is for straight time. Overtime will be charged at 1.50 times the standard hourly rates. Interim and/or monthly statements will be presented for completed work. These will be due and payable upon presentation unless prior arrangements are made. A finance charge of 1.5% may be charged each month on the unpaid balance.



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714.841.1887 F  
714.841.0139 F  
www.lgengineers.com

Pasadena  
Costa Mesa  
San Diego  
Las Vegas

Philip M. Linscott, PE (1984-2008)  
Jack M. Greenspan, PE (1984-  
William A. Law, PE (1984-  
Paul W. Wilkinson, PE  
John P. Keating, PE  
David S. Shender, PE  
John A. Boerman, PE  
Clare M. Look-Jaeger, PE  
Richard E. Berrocco, PE  
Karl D. Maberry, PE

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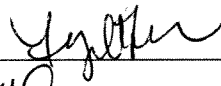


**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES  
AGENDA ITEM**

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

**TOPIC:** APPROVAL OF ACADEMIC EQUIVALENCY REQUEST

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

**RECOMMENDED BY:** Fusako Yokotobi 

**APPROVED BY:** Robert Silverman 

**Description/Background:**

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

Gregg Combs  
Physical Education

**EQUIVALENCY**

Meets requirements under work experience, Victor Valley equivalency policy. A minimum of fifteen (15) years of work experience in the field is required. Henceforth, the equivalency applies for the discipline listed.

**Need:**

Board approval is needed to establish that the minimum standards for equivalency have been met.

**Fiscal Impact:**

None

**Recommended Action:**

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

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

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




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

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

**TOPIC:** AGREEMENT – INDEPENDENT CONTRACTOR

**SUBMITTED BY:** Janet Long, Trio-Programs

**RECOMMENDED BY:** Christopher O'Hearn 

**APPROVED BY:** Robert Silverman 

**Description/Background:**

The District desires to ratify an Independent Contractor Agreement between Victor Valley Community College District and Myrna Foster. The period of this agreement is from June 22, 2009, through July 30, 2009.

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

**Need:**

The instructor is to provide supplemental instruction for regular Upward Bound Program during the 2009 Summer Academy.

**Fiscal Impact:** Budgeted – \$2,040.00 – Grant Funds

**Recommended Action:**

It is recommended by the Superintendent/President that the Board of Trustees ratify an Independent Contractor Agreement between Victor Valley Community College District and Myrna Foster. The period of this agreement is from June 22, 2009, through July 30, 2009.

**Legal Review:** YES  NOT APPLICABLE

**Reference for Agenda:** YES  NO





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

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

**TOPIC:** Second Reading – Revised and New Board Policies – Chapter 2

**SUBMITTED BY:** Don Nelson, Trustee and Angela Valles, Vice President, Board of Trustees

**RECOMMENDED BY:** Robert Silverman, Superintendent/President [Signature]

**APPROVED BY:** Robert Silverman [Signature]

**Description/Background:**

Policy templates were developed by CCLC in conjunction with Liebert, Cassidy, Whitmore. The policies included are those required by federal and state laws and regulations, accreditation, for protection against litigation, or advised for the effective operation of the district. An Ad Hoc committee consisting of Don Nelson, Trustee and Angela Valles, Vice President, Board of Trustees reviewed and made recommendations to the Chapter 2 policies. If the change is an alteration to an existing policy deleted words are indented by strikeout and new words are in bold. If it is not an alteration of the current policy the recommend change is in bold.

**Need:**

The policy and updating service provides references to appropriate laws and regulations for the college policies and automatically provides updates of policies as regulations change. In addition, the Board must adopt changes they determine appropriate. Policy and the Board suggest changes for consideration.

**Fiscal Impact:** None

**Recommended Action:**

Approval of the Chapter 2 revised and new Board Policies.

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

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

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT  
BOARD POLICIES

Board Of Trustees

Chapter 2

**Board Membership**

**2010**

The Board shall consist of 5 members elected by the qualified voters of the District. Members shall be elected at large.

Any person who meets the criteria contained in law is eligible to be elected or appointed a member of the Board.

An employee of the District may not be sworn into office as an elected or appointed member of the governing Board unless he or she resigns as an employee.

No member of the governing Board shall, during the term for which he or she is elected, hold an incompatible office.

Reference: Education Code 72023, 72103, 72104

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT  
BOARD POLICIES

Board Of Trustees

Chapter 2

**Student Member**

**2015**

The Board shall include one non-voting student member. The term of office shall be one year commencing June 1.

The student member shall be a resident of California at the time of nomination, and during the term of service, and shall be enrolled in and maintain a minimum of six semester units in the district at the time of nomination and throughout the term of service. **The student member is not required to give up employment with the District.** The student shall maintain a 2.0 GPA.

The student member shall be seated with the Board and shall be recognized as a full member of the Board at meetings. The student member is entitled to participate in discussion of issues and receive all materials presented to members of the Board (except for closed session). The student member shall be entitled to any mileage allowance necessary to attend Board meetings to the same extent as publicly elected trustees.

On or before May 15 of each year, the Board shall consider whether to afford the student member any of the following privileges:

- The privilege to make and second motions;
- The privilege to cast an advisory vote, although the vote shall not be included in determining the vote required to carry any measure before the Board;
- The privilege to attend closed sessions, other than closed sessions on personnel or collective bargaining matters;
- The privilege to receive compensation for meeting attendance at a level of \$600 per semester. See Board Policy 2725;
- The privilege to serve a term commencing on June 1.

Reference: Education Code Sections 72023.5 et seq.

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT  
BOARD POLICIES

Board Of Trustees

Chapter 2

**Board Elections**

**2100**

The term of office of each Trustee shall be four years, commencing the first Board meeting in December following the election. Elections shall be held every two years, in ~~odd~~ **even** numbered years. Terms of Trustees are staggered so that, as nearly as practical, one half of the Trustees shall be elected at each Trustee election.

Reference: Education Code Sections 5000 et seq.

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT  
BOARD POLICIES

Board Of Trustees

Chapter 2

**Election of Student Members**

**2105**

The student member shall be chosen by the students enrolled in the district as follows:

The student member shall be elected by all the students of the student body in a general election held for that purpose. Normally an election will be held in the spring semester so that the office is filled by the first working day following commencement or the first working day following the end of spring term, whichever comes later.

Special elections shall be held if the office becomes vacant by reason of the resignation or disqualification of an elected student member, or by any other reasons. Special elections shall be held within thirty (30) days after notice of the vacancy comes to the attention of the Superintendent/President.

Candidates for the position may nominate themselves or be nominated by others by the filing of an application certifying that the candidate is eligible for service under the criteria set forth in California law and these policies. The election will be conducted in accordance with Administrative Procedures established by the Superintendent/President.

Reference: **Education Code Sections 72023.5, 72103**  
See Administrative Procedure: 2105

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT  
BOARD POLICIES

Board Of Trustees

Chapter 2

**Vacancies on the Board**

**2110**

Vacancies on the Board may be caused by any of the events specified in the Government Code Section 1770 or any applicable provision in the Elections Code, or by a failure to elect. Resignations from the Board shall be governed by EC 5090.

Within 60 days of the vacancy or filing of a deferred resignation, the Board shall determine whether to order an election or make a provisional appointment to fill the vacancy.

If an election is ordered, it shall be held on the next regular election date no less than 130 days after the occurrence of the vacancy.

If a provisional appointment is made, it shall be subject to the conditions in EC 5091. The person appointed to the position shall hold office only until the next regularly scheduled election for district governing Board members, when the election shall be held to fill the vacancy for the remainder of the unexpired term.

The provisional appointment will be made by a majority public vote of the Board members at a public meeting.

The Superintendent/President shall establish Administrative Procedures to solicit applications that assure ample publicity to and information for prospective candidates. The Board will determine the schedule and appointment process, which may include interviews at a public meeting

Reference: Ed Code 5090, et seq., Government Code 1770.  
See Administrative Procedure: 2110.

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT  
BOARD POLICIES

Board Of Trustees

Chapter 2

**Term Limits**

**2130**

**The Board may, by a vote of the membership of the Board, act to submit to the electors of the district a proposal to limit the number of terms a member of the governing Board may serve on the Board. Any proposal to limit the number of terms a member of the Board may serve shall not become operative unless it is submitted to the electors of the district at a regularly scheduled election and a majority of the votes cast on the question favor adoption of the proposal. Any such proposal shall be subject to the Administrative Procedures set forth in the California Elections Code, Section 9500 *et seq.***

**Reference: Education Code Section 72103(c)**

**(NOT CURRENTLY A VVC BOARD POLICY)**

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT  
BOARD POLICIES

Board Of Trustees

Chapter 2

**Board Duties and Responsibilities**

2200

**The Board of Trustees governs on behalf of the citizens of the Victor Valley Community College District in accordance with the authority granted and duties defined in Education Code Section 70902.**

**The Board is committed to fulfilling its responsibilities to:**

- **Represent the public interest**
- **Establish policies that define the institutional mission and set prudent, ethical and legal standards for college operations**
- **Hire and evaluate the Superintendent/President**
- **Delegate power and authority to the Superintendent/President to effectively lead the district**
- **Assure fiscal health and stability**
- **Monitor institutional performance and educational quality**
- **Advocate and protect the district**

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**Reference: Accreditation Standard IVB.1.d**

**(NOT CURRENTLY A VVC BOARD POLICY)**



VICTOR VALLEY COMMUNITY COLLEGE DISTRICT  
BOARD POLICIES

Board Of Trustees

Chapter 2

**Officers**

2210

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

~~At the annual organizational meeting, the board shall elect from among its members a president, vice president, and clerk of the board. The term of officers shall be for one year. The board does not have an official system of rotating of officers; it elects the officers each year from among all its members.~~

The duties of the President of the Board are:

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

The duties of the Vice President of the Board are:

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

The duties of the Clerk of the Board are:

- Preside at meetings of the Board in the absence of the President and Vice President

### **BP 2210 - Officers**

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

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

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

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

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

Maintain official record of policies of the Board.

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

- Prepare for Board meetings

Prepare the agenda.

Call to the Board's attention legal matters.

Draft policy motions for the Board's approval.

- Handle correspondence

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

Manage routine correspondence directly.

Deal with other correspondence as follows:

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

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

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

Reference: Education Code Section 72000

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT  
BOARD POLICIES

Board Of Trustees

Chapter 2

**Committees of the Board**

**2220**

The Board may by action establish committees that it determines are necessary to assist the Board in its responsibilities. Any committee established by Board action shall comply with the requirements of the California Public Meetings Act and with these policies regarding open meetings.

Board committees that are composed solely of less than a quorum of members of the board **that are advisory**, ~~and do not have authority that may lawfully be exercised by the board itself~~, are not required to comply with the Brown Act, or with these policies regarding open meetings, **unless they are standing committees.**

Board committees **that are only advisory** have no authority or power to act on behalf of the Board. Findings or recommendations shall be reported to the Board for consideration.

Reference: Government Code Section 54952

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT  
BOARD POLICIES

Board Of Trustees

Chapter 2

**Annual Organizational Meeting**

**2305**

The annual organizational meeting of the Board will be held at the regular meeting held the first two weeks of December. The purpose of the annual organizational meeting is to ~~elect a~~ **fill the positions of** President, Vice President, Clerk, and a voting representative to the County Committee on School District Organization and conduct any other business as required by law or determined by the Board.

Reference: Education Code Section 72000(c)(2)(A)

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT  
BOARD POLICIES

Board Of Trustees

Chapter 2

**Regular Meetings of the Board**

**BP 2310**

Regular meetings of the Board shall be held the second Tuesday of each month. Regular meetings of the Board shall normally be held in the Victor Valley College Board Room, 18422 Bear Valley Road, Victorville, California.

A notice identifying the location, date, and time of each regular meeting of the Board shall be posted at least ten (10) days prior to the meeting and shall remain posted until the day and time of the meeting. All regular meetings of the Board shall be held within the boundaries of the district except in cases where the Board is meeting with another local agency or is meeting with its attorney to discuss pending litigation if the attorney's office is outside the district.

All regular and special meetings of the Board shall be open to the public, be accessible to persons with disabilities, and otherwise comply with Brown Act provisions, except as required or permitted by law.

Reference: Education Code Section 72000(d)  
Governments Code 54952.2, 54953 et seq.; 54961

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT  
BOARD POLICIES

Board Of Trustees

Chapter 2

**Closed Session**

**BP 2315**

Closed sessions of the Board shall only be held as permitted by applicable legal provisions including but not limited to the Brown Act, California Government Code and California Education Code. Matters discussed in closed session may include:

- the appointment, employment, evaluation of performance, discipline or dismissal of a public employee;
- charges or complaints brought against a public employee by another person or employee, unless the accused public employee requests that the complaints or charges be heard in an open session. The employee shall be given at least twenty-four (24) hours written notice of the closed session.
- advice of counsel on pending litigation, as defined by law;
- consideration of tort liability claims as part of the district's membership in any joint powers agency formed for purposes of insurance pooling;
- real property transactions;
- threats to public security;
- review of the district's position regarding labor negotiations and giving instructions to the district's designated negotiator;
- discussion of student disciplinary action, with final action taken in public;
- conferring of honorary degrees; and
- consideration of gifts from a donor who wishes to remain anonymous.
- to consider its response to a confidential final draft audit report from the Bureau of State Audits.

The agenda for each regular or special meeting shall contain information regarding whether a closed session will be held and shall identify the topics to be discussed in any closed session in the manner required by law.

After any closed session, the Board shall reconvene in open session before adjourning and shall announce any actions taken in closed session and the vote of every member present.

All matters discussed or disclosed during a lawfully held closed session and all notes, minutes, records or recordings made of such a closed session are confidential and shall remain confidential unless and until required to be disclosed by action of the Board or by law.

### **BP 2315 – Closed Session**

If any person requests an opportunity to present complaints to the Board about a specific employee, such complaints shall first be presented to the Superintendent/President. Notice shall be given to the employee against whom the charges or complaints are directed. If the complaint is not resolved at the administrative level, the matter shall be scheduled for a closed session of the Board. The employee shall be given at least twenty-four (24) hours written notice of the closed session, and shall be given the opportunity to request that the complaints be heard in an open meeting of the Board.

Reference: Government Code Sections 54956.8, 54956.9, 54957, 54957.6, 11125.4;  
Education Code Section 72122

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT  
BOARD POLICIES

Board Of Trustees

Chapter 2

**Special and Emergency Meetings**

**BP 2320**

**Special meetings** may from time to time be called by the president of the Board or by a majority of the members of the Board. Notice of such meetings shall be posted at least 24 hours before the time of the meeting, and shall be noticed in accordance with Brown Act requirements. No business other than that included in the notice may be transacted or discussed.

**Emergency meetings** may be called by the president of the board when prompt action is needed because of actual or threatened disruption of public facilities under such circumstances as are permitted by the Brown Act, including work stoppage, crippling disasters, and other activity that severely impairs public health or safety. No closed session shall be conducted during an emergency meeting.

The Superintendent/President shall be responsible to ensure that notice of such meetings is provided to the local news media as required by law.

Reference: Education Code Section 72129  
Government Code Section 54956, 54956.5, 54957;  
See Administrative Procedure: 2320

See Administrative Procedure: 2320



VICTOR VALLEY COMMUNITY COLLEGE DISTRICT  
BOARD POLICIES

Board Of Trustees

Chapter 2

**Quorum and Voting**

**BP 2330**

A quorum of the Board shall consist of three members. The Board shall act by majority vote of all of the membership of the Board, except as noted below.

No action shall be taken by secret ballot.

The following actions require a two-thirds majority of all members of the Board:

- Resolution of intention to sell or lease real property (except where a unanimous vote is required);
- Resolution of intention to dedicate or convey an easement;
- Resolution authorizing and directing the execution and delivery of a deed;
- Action to declare the district exempt from the approval requirements of a planning commission or other local land use body;
- Appropriation of funds from an undistributed reserve;
- Resolution to condemn real property.

The following actions require a unanimous vote of all members of the Board:

- Resolution authorizing a sale or lease of district real property to the state, any county, city, or to any other school or community college district;
- Resolution authorizing lease of district property under a lease for the production of gas.

Reference: Education Code Section 72000(d)(3), 81310 et seq., 81365, 81511, 81432;  
Government Code Section 53094; Code of Civil Procedure Section 1245.240

**CCLC Recommended Changes 2/03**

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT  
BOARD POLICIES

Board Of Trustees

Chapter 2

**Agendas**

**2340**

An agenda shall be posted adjacent to the place of meeting at least 72 hours prior to the meeting time for regular meetings. The agenda shall include a brief description of each item of business to be transacted or discussed at the meeting. **If requested, the agenda shall be provided in appropriate alternative formats so as to be accessible to persons with disability.**

No business may be acted on or discussed which is not on the agenda, except when one or more of the following apply:

- a majority decides there is an “emergency situation” as defined for emergency meetings;
- two-thirds of the members (or all members if less than two-thirds are present) determine there is a need for immediate action and the need to take action came to the attention of the Board subsequent to the agenda being posted;
- an item appeared on the agenda of and was continued from a meeting held not more than five days earlier.

The order of business may be changed by consent of the Board.

The Superintendent/President shall establish Administrative Procedures that provide for public access to agenda information and reasonable annual fees for the service.

Members of the public may place matters directly related to the business of the district on an agenda for a Board meeting by submitting a written summary of the item to the Superintendent/President. The written summary must be signed by the initiator. The Board reserves the right to consider and take action in closed session on items submitted by members of the public as permitted or required by law.

Agendas shall be developed by the Superintendent/President in consultation with the Board President.

Agenda items submitted by members of the public must be received by the office of the Superintendent/President three weeks prior to the regularly scheduled Board meeting.

Agenda items initiated by members of the public shall be placed on the Board’s agenda following the items of business initiated by the Board and by staff. Any agenda item submitted by a member of the public and heard at a public meeting cannot be resubmitted before the expiration of a 90 day period following the initial submission.

Reference: Education Code Section 72121, 72121.5; Government Code Sections 54954 et seq., 6250 et seq.

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT  
BOARD POLICIES

Board Of Trustees

Chapter 2

**Public Participation at Board Meetings**

**2345**

The Board shall provide opportunities for members of the general public to participate in the business of the Board.

Members of the public may bring matters directly related to the business of the district to the attention of the Board in one of two ways:

1. There will be a time at each regularly scheduled Board meeting for the general public to discuss items not on the agenda.

Members wishing to present such items shall submit a written request at the beginning of the meeting to the Board President that summarizes the item and provides his or her name and organizational affiliation, if any. No action may be taken may be taken by the Board on such items.

2. Members of the public may place items on the prepared agenda in accordance with board policy 2340.

A written summary of the item must be submitted to the Superintendent/President at least three weeks prior to the Board meeting. The summary must be signed by the initiator, contain his or her residence or business address, and organizational affiliation, if any.

Members of the public also may submit written communications to the Board on items on the agenda and/or speak to agenda items at the Board meeting. Written communication regarding items on the Board's agenda should reach the office of the President not later than five working days prior to the meeting at which the matter concerned is to be before the Board. All such written communications shall be dated and signed by the author, and shall contain the residence or business address of the author and the author's organizational affiliation, if any.

If requested, writing that are public records shall be made available in appropriate alternative formats so as to be accessible to persons with disabilities.

Claims for damages are not considered communications to the Board under this rule, but shall be submitted to the district.

Reference: Government Code Sections 54954.3, 54957.5; Education Code 7121.5

Policy adopted 9/11/01  
Board Revised 8/23/05  
Board Revised 4/11/06

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT  
BOARD POLICIES

Board Of Trustees

Chapter 2

**Speakers**

**2350**

Persons may speak to the Board either on an agenda item or on other matters of interest to the public that are within the subject matter jurisdiction of the Board.

Oral presentations relating to a matter on the agenda, including those on the consent agenda, shall be heard before a vote is called on the item. The designated time for public comment is at the beginning of the meeting, following the approval of minutes on the agenda.

Persons wishing to speak to matters not on the agenda shall do so at the time designated at the meeting for public comment.

Those wishing to speak to the Board are subject to the following:

- The President of the Board may rule members of the public out of order if their remarks do not pertain to matters that are within the subject matter jurisdiction of the Board or if their remarks are unduly repetitive.
- Non-scheduled substitutes may not speak in place of scheduled speakers unless alternates have been submitted on the original request.
- Employees who are members of a bargaining unit represented by an exclusive bargaining agent may address the Board under this policy, but may not attempt to negotiate terms and conditions of their employment. This policy does not prohibit any employee from addressing a collective bargaining proposal pursuant to the public notice requirements of Government Code Section 3547 and the policies of this Board implementing that section.
- They shall complete a written request to address the Board at the beginning of the meeting at which they wish to speak.
- The request shall include the person's name and name of the organization or group represented, if any, and a statement noting the agenda item or topic to be addressed.
- No member of the public may speak without being recognized by the President of the Board.
- Each speaker will be allowed a maximum of three minutes per topic. Fifteen minutes shall be the maximum time allotment for public speakers on any one

## **BP 2350 - Speakers**

subject regardless of the number of speakers at any one Board meeting. At the discretion of a majority of the Board, these time limits may be extended.

- Each speaker coming before the Board is limited to one presentation per specific agenda item before the Board, and to one presentation per meeting on non-agenda matters.

Reference: Government Code Sections 54950, et seq.; Education Code Section 72121.5

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT  
BOARD POLICIES

Board Of Trustees

Chapter 2

**Decorum**

**2355**

The following will be ruled out of order by the presiding officer:

- Remarks or discussion in public meetings on charges or complaints which the Board has scheduled to consider in closed session.
- Profanity, obscenity and other offensive language.
- Physical violence and/or threats of physical violence directed towards any person or property.

In the event that any meeting is willfully interrupted by the actions of one or more persons so as to render the orderly conduct of the meeting unfeasible, the person(s) may be removed from the meeting room.

Speakers who engage in such conduct may be removed from the podium and denied the opportunity to speak to the Board for the duration of the meeting.

Before removal, a warning and a request that the person(s) curtail the disruptive activity will be made by the President of the Board. If the behavior continues, the person(s) may be removed by a vote of the Board, based on a finding that the person is violating this policy, and that such activity is intentional and has substantially impaired the conduct of the meeting.

If order cannot be restored by the removal in accordance with these rules of individuals who are willfully interrupting the meeting, the Board may order the meeting room cleared and may continue in session. The Board shall only consider matters appearing on the agenda. Representatives of the press or other news media, except those participating in the disturbance, shall be allowed to attend any session held pursuant to this rule.

Reference: Education Code Section 72121.5; Government Code Section 54954.3(b)

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT  
BOARD POLICIES

Board Of Trustees

Chapter 2

**Minutes**

**2360**

The Superintendent/President shall cause minutes to be taken of all meetings of the Board. The minutes shall record all actions taken by the Board. The minutes shall also record all motions, the names of those making and seconding motions, and dissenting votes. The minutes shall be public records and shall be available to the public. If requested, the minutes shall be made available in appropriate alternative formats for persons with a disability.

Reference: Education Code Section 72121(a)  
**Government Code Section 54957.5**

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT  
BOARD POLICIES

Board Of Trustees

Chapter 2

**Recording**

**2365**

If the Board causes any tape or video recording of a meeting, the recording shall be subject to inspection by members of the public in accordance with the California Public Records Act, Government Code Sections 6250, et seq. The Superintendent/President is directed to enact administrative procedures to ensure that any such recordings are maintained for at least thirty days following the taping or recording.

Persons attending an open and public meeting of the Board may, at their own expense, record the proceedings with an audio or video tape recording or a still or motion picture camera or may broadcast the proceedings. However, if the Board finds by a majority vote that the recording or broadcast cannot continue without noise, illumination, or obstruction of view that constitutes or would constitute a persistent disruption of the proceedings, any such person shall be directed by the President of the Board to stop.

Reference: Government Code Sections 54953.5, 54953.6;  
Education Code Section 72121(a);



VICTOR VALLEY COMMUNITY COLLEGE DISTRICT  
BOARD POLICIES

Board Of Trustees

Chapter 2

**Policy and Administrative Procedure**

**2410**

The Board may adopt such policies as are authorized by law or determined by the Board to be necessary for the efficient operation of the district. Board policies are intended to be statements of intent by the Board on a specific issue within its subject matter jurisdiction.

The policies have been written to be consistent with provisions of law, but do not encompass all laws relating to District activities. All District employees are expected to know of and observe all provisions of law pertinent to their job responsibilities.

Policies of the Board may be adopted, revised, added to or amended at any regular Board meeting by a majority vote. Proposed changes or additions shall be introduced not less than one regular meeting prior to the meeting at which action is recommended.

Administrative Procedures are to be issued by the Superintendent/President as statements of method to be used in implementing Board policy. Such Administrative Procedures shall be consistent with the intent of Board policy. Administrative procedures may be revised as deemed necessary by the Superintendent/President.

The Superintendent/President shall biennially provide each member of the Board with revisions of the Administrative Procedures. The Board reserves the right to direct revisions of the Administrative Procedures should they, in the Board's judgment, be inconsistent with the Board's own policies.

Copies of all policies and Administrative Procedures shall be readily available to District employees through the Superintendent/President.

Reference: Education Code Section 70902, Accreditation Standard IV: B.1, b & e.

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT  
BOARD POLICIES

Board Of Trustees

Chapter 2

**Delegation of Authority to Superintendent/ President**

**BP 2430**

The Board delegates to the Superintendent/President the executive responsibility for administering the policies adopted by the Board and executing all decisions of the Board requiring administrative action.

The Board delegates to the Superintendent/President the authority to enter into contracts on behalf of the District for up to \$64,000. Expenditures of \$250 or less do not require Board ratification.

The Board delegates to the Superintendent/President the authority to make expenditures on behalf of the district pursuant to contracts.

The Board delegates to the Superintendent/President the authority to accept the resignation of any district employee and to fix the time when the resignation takes effect, without need for action by the Board.

The Board delegates to the Superintendent/President the authority to hire district employees, with the exception of academic managers.

The Superintendent/President may delegate any power and duties entrusted to him or her by the Board, but will be specifically responsible to the Board for the execution of such delegated powers and duties.

The Superintendent/President is empowered to reasonably interpret Board policy. In situations where there are no Board policy directions, the Superintendent/President shall have the power to act. It is the duty of the Superintendent/President to inform the Board of such action and to recommend written Board policy if one is required.

The Superintendent/President is expected to perform the duties contained in the Superintendent/President job description and fulfill other responsibilities as be determined in annual goal-setting or evaluation sessions. The job description and goals and objectives for performance shall be developed by the Board in consultation with the Superintendent/President.

The Superintendent/President shall ensure that all relevant laws and regulations are complied with, and that required reports are submitted in timely fashion.

**BP 2430 – Delegation of Authority to Superintendent/ President**

Page 2 of 2

The Superintendent/President shall make available any information or give any report requested by the Board as a whole. Individual trustee request for information shall be met if, in the opinion of the Superintendent/President, they are not unduly burdensome or disruptive district operations. Information provided to any Trustee shall be available to all trustees.

The Superintendent/President shall act as professional advisor to the Board in policy formation.

Reference: Education Code Section 70902(d), 72400, 87730; Public Contract Code Section 20658

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT  
BOARD POLICIES

Board Of Trustees

Chapter 2

**Superintendent/President Selection**

**BP 2431**

In the case of a Superintendent/President vacancy, the Board shall establish a search process to fill the vacancy. The process shall be fair and open and comply with relevant regulations, including Accreditation Standard IV.B.1, IV.B.1.j.

Reference: Accreditation Standard IV.B.1, IV.B.1.j; Title 5, Sections 53000 et seq.

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT  
BOARD POLICIES

Board Of Trustees

Chapter 2

**Superintendent/President Succession**

**BP 2432**

The Board delegates authority to the Superintendent/President to appoint an acting Superintendent/President to serve in his or her absence for short periods of time, not to exceed thirty (30) calendar days at a time.

In the absence of the Superintendent/President where an acting President has not been named, administrative responsibility shall reside with (in order):

1. Deputy Superintendent/Executive Vice President, Instruction
2. Vice President, Student Services
3. Vice President, Administrative Services
4. **Vice President**~~Director~~, Human Resources

The Board shall appoint an acting Superintendent/President for periods exceeding thirty (30) days.

Reference: Education Code Section 70902(d); Title 5 Section 53021(b)

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT  
BOARD POLICIES

Board Of Trustees

Chapter 2

**Evaluation of Superintendent/President**

**2435**

The Board shall conduct an evaluation of Superintendent/President at least annually. Such evaluation shall comply with any requirements set forth in the contract of employment with the Superintendent/President as well as this policy.

The Board shall evaluate the Superintendent/President using an evaluation process developed and jointly agreed to by the Board and the Superintendent/President.

The criteria for evaluation shall be based on Board policy, the Superintendent/President job description, and performance goals and objectives developed in accordance with Board Policy 2430.

Reference: Accreditation Standard IV: B.1

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT  
BOARD POLICIES

Board Of Trustees

Chapter 2

**Participation in Local Decision Making**

**2510**

The Board is the ultimate decision-maker in those areas assigned to it by state and federal laws and regulations. In executing that responsibility, the Board is committed to its obligation to ensure that appropriate members of the district participate in developing recommended policies for Board action and Administrative Procedures for Superintendent/President action under which the district is governed and administered. This policy shall not be interpreted to imply that there must be total agreement by all participants with majority rule. The ultimate responsibility for decisions rests with the Board of Trustees.

Each of the following shall participate as required by law in the decision-making processes of the district:

- **Academic Senate(s)** (Title 5, Sections 53200-53206.)  
The Board or its designees will consult collegially with the Academic Senate, as duly constituted with respect to academic and professional matters, as defined by law. Procedures to implement this section are developed collegially with the Academic Senate.
- **Staff** (Title 5, Section 51023.5.)  
Classified staff shall be provided with opportunities to participate in the formulation and development of district policies and procedures that have a significant effect on staff. The opinions and recommendations of the CSEA will be given every reasonable consideration.
- **Students** (Title 5, Section 51023.7.)  
The Associated Students shall be given an opportunity to participate effectively in the formulation and development of district policies and procedures that have a significant effect on students, as defined by law. The recommendations and positions of the Associated Students will be given every reasonable consideration. The selection of student representatives to serve on district committees or task forces shall be made after consultation with the Associated Students.

Except for unforeseeable emergency situations, the Board shall not take any action on matters subject to this policy until the appropriate constituent group or groups have been provided the opportunity to participate.

Nothing in this policy will be construed to interfere with the formation or administration of employee organizations or with the exercise of rights guaranteed under the Educational Employment Relations Act, Government Code Sections 3540, *et seq.*

Reference: Education Code Section 70902(b)(7); Title 5, Sections 53200 et seq., (Academic Senate), 51023.5 (staff), 51023.7 (students), Accreditation Standard IV: A.

Policy adopted 9/11/01

Policy revised 11/11/03

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT  
BOARD POLICIES

Board Of Trustees

Chapter 2

**Presentation of Initial Collective Bargaining Proposals**

**2610**

The Superintendent/President is directed to enact Administrative Procedures that assure compliance with the requirements of Government Code Section 3547 regarding the presentation to the Board of initial proposals for collective bargaining.

Collective bargaining begins when either an exclusive representative or the district itself presents an initial proposal for consideration as prescribed in collaborative bargaining agreements.

Reference: Government Code Section 3547  
See Administrative Procedure: 2610



VICTOR VALLEY COMMUNITY COLLEGE DISTRICT  
BOARD POLICIES

Board Of Trustees

Chapter 2

**Conflict of Interest**

**2710**

Board members shall not be financially interested in any contract made by the Board or in any contract they make in their capacity as Board members

A Board member shall not be considered to be financially interested in a contract if his or her interest is limited to those interests defined as remote under Government Code Section 1091 or is limited to interests defined by Government Code Section 1091.5.

A Board member who has a remote interest in any contract considered by the Board shall disclose his or her interest during a Board meeting and have the disclosure noted in the official Board minutes. The Board member shall not vote or debate on the matter or attempt to influence any other Board member to enter into the contract.

A Board member shall not engage in any employment or activity that is inconsistent with, incompatible with, in conflict with or inimical to his or her duties as an officer of the district. **A Board member shall not simultaneously hold two public offices that are incompatible.**

**Upon leaving the Board, former members shall not, for a period of one year act as an attorney, agent or otherwise represent for compensation others appearing before the Board.**

In compliance with law and regulation, the Superintendent/President shall establish administrative procedures to provide for disclosure of assets of income of Board members who may be affected by their official actions, and prevent members from making or participating in the making of Board decisions which may foreseeably have a material effect on their financial interest.

Board members shall file statements of economic interest with the filing officer identified by the Administrative Procedures.

Board members are encouraged to seek counsel from the district's legal advisor in every case where any question arises.

Reference: Government Code Sections 1090, et seq.; 1126; 87200, et seq.; Title 2,  
Sections 18730 et seq.

See Administrative ProcedureS: 2710 and 2712

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT  
BOARD POLICIES

Board Of Trustees

Chapter 2

**Code of Ethics/Standards of Practice**

**2715**

The Board maintains high standards of ethical conduct for its members. Members of the Board are responsible to:

- authorize the Superintendent/President to act as the Board Executive Officer and shall confine Board action to policy determination, planning, overall approval and evaluation, maintenance of the fiscal stability of the district, hiring of competent personnel, and other duties and responsibilities as prescribed by law.
- protect the interests of students in every decision and shall assure the opportunity for quality education for every student.
- recognize and actively communicate that authority rests only with the whole Board assembled in a legally-constituted meeting and make no personal promises nor take any action which would give the appearance of a conflict of interest.
- use appropriate channels of communication.
- respect the letter and intent of the Ralph M. Brown Act, taking official actions in public sessions.
- recognize that the primary duty of every Trustee is to represent the general interest of the college district.
- prevent conflicts of interest and the perception of conflicts of interest.
- join with other members of the Board, staff, community, and students in becoming fully informed about the nature, value, and direction of contemporary education in our society.
- devote time, thought, and study to the duties and responsibilities of a community college Board member that they may render effective and credible service.
- be scrupulous about any expenses for which they are reimbursed by the district.
- maintain the confidentiality of privileged and executive session information.
- maintain an atmosphere in which controversial issues can be debated openly and fairly, protecting the dignity of individuals.

Reference: Accreditation Standard ~~10.A.5~~ IV: B.1.a, e., & h

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT  
BOARD POLICIES

Board Of Trustees Chapter2

**Political Activity** BP 2716

Members of the Board, faculty or staff shall not use District funds, services, supplies or equipment to urge the passage or defeat of any ballot measure or candidate, including, but not limited to, any candidate for election to the Governing Board.

**Initiative or referendum measures may be drafted on an area of legitimate interest to the district. The Board may by resolution express the Board’s positions on the ballot measures. Public resources may be used only for informational efforts regarding ballot measures.**

Reference: Education Code Sections 7054, 7056; Government Code 8314

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT  
BOARD POLICIES

Board Of Trustees

Chapter 2

**Personal Use of Public Resources**

2717

**No Trustee shall use or permit others to use public resources, except that which is incidental and minimal, for personal purposes or any other purposes not authorized by law.**

**Reference: Government Code Section 8314; Penal Code Section 424**

**(NOT CURRENTLY A VVC BOARD POLICY)**

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT  
BOARD POLICIES

Board Of Trustees

Chapter 2

**Communications Among Board Members**

**2720**

Members of the Board shall not communicate among themselves by the use of any form of communication (e.g., personal intermediaries, e-mail, or other technological device) in order to reach a collective concurrence regarding any item that is within the subject matter jurisdiction of the Board.

Reference: Government Code Section 54952.2

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT  
BOARD POLICIES

Board Of Trustees

Chapter 2

**Board Member Compensation**

**BP 2725**

Members of the Board who attend all Board meetings shall receive \$240 per month. The student member receives a scholarship of \$600 per semester. A member of the Board who does not attend all meetings held by the Board in any month shall receive, as compensation, an amount not greater than the pro rata share of the number of meetings actually attended.

A member of the Board may be paid for a meeting when absent if the Board, by resolution, finds that at the time of the meeting, the member is performing services outside the meeting for the community college district, is ill, on jury duty, or the absence is due to a hardship deemed acceptable by the Board.

Reference: Education Code Section 1090, 35120, 72024

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT  
BOARD POLICIES

Board Of Trustees

Chapter 2

**Board Member Health Benefits**

**2730**

Members of the Board shall be permitted to participate in the district's health benefit programs.

Former members of the Board may continue to participate in the district's health benefits programs upon leaving the Board if the following criteria are met: the member must have begun service on the Board after January 1, 1981; the member must have been first elected to the Board before January 1, 1995; and the member must have served at least 12 years. All other former Board members may continue to participate in the district's health benefits programs on a self-pay basis.

Reference: Government Code Section 53201

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT  
BOARD POLICIES

Board Of Trustees

Chapter 2

**Board Member Travel**

**2735**

Members of the Board shall have travel expenses paid whenever they travel as representatives of and perform services directed by the Board.

Reference: Education Code Section 72423

Policy adopted 9/11/01



VICTOR VALLEY COMMUNITY COLLEGE DISTRICT  
BOARD POLICIES

Board Of Trustees

Chapter 2

**Board Education**

**2740**

The Board is committed to its ongoing development as a Board and to a Trustee education program that includes new Trustee orientation.

To that end, the Board will engage in study sessions, provide access to reading materials, and support conference attendance and other activities that foster Trustee education.

Reference: Accreditation Standard IV: B.1.f

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT  
BOARD POLICIES

Board Of Trustees

Chapter 2

**Board Self-Evaluation**

**2745**

The Board is committed to assessing its own performance as a Board in order to identify its strengths and areas in which it may improve its functioning.

To that end, the Board has established the following processes:

- A committee of the Board shall be appointed in April to determine the instrument or process to be used in Board self-evaluation. Any evaluation instrument shall incorporate criteria contained in these Board policies regarding Board operations, as well as criteria defining Board effectiveness promulgated by recognized practitioners in the field.
- The process for evaluation shall be recommended to and approved by the Board.
- If an instrument is used, all Board members will be asked to complete the evaluation instrument and submit them to the Board President.
- A summary of the evaluations will be presented and discussed at a Board session scheduled for that purpose. The results will be used to identify accomplishments in the past year and goals for the following year.

Reference: Accreditation Standard IV: B.1, e & g




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

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

**TOPIC:** Indemnification Agreement with Apple Valley Fire Protection

**SUBMITTED BY:** Legal Counsel

**RECOMMENDED BY:** G.H. Javaheripour, Vice President Administrative Services

**APPROVED BY:** Robert Silverman  \_\_\_\_\_

**Description/Background:**

This agreement provides indemnification for the Apple Valley Fire District in regards to any environmental (CEQA) claims against the Victor Valley Community College Eastside (Public Safety Training Center) and Victor Valley Community College District.

**Need:**

Required by the Apple Valley Fire District to implement a ground lease and the MOU approved May 6, 2009 for this project.

**Fiscal Impact:** None

**Recommended Action:**

Approval of the indemnification agreement for the Apple Valley Fire Protection District and direct the Superintendent/President to sign the agreement when it is approved by both Boards.

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

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

**CEQA INDEMNIFICATION AGREEMENT  
BETWEEN  
APPLE VALLEY FIRE PROTECTION DISTRICT  
AND  
VICTOR VALLEY COMMUNITY COLLEGE DISTRICT**

This CEQA Indemnification Agreement ("Agreement") is made this \_\_\_\_ day of \_\_\_\_ 2009, by and between the Apple Valley Fire Protection District ("AVFPD") and Victor Valley Community College District ("VVCCD"). AVFPD and VVCCD are sometimes hereinafter referred to individually as "Party" and collectively as the "Parties."

**RECITALS**

WHEREAS, as part of its Capital Improvement Plan under Bond Measure JJ, on or about December 9, 2008, the VVCCD Board of Trustees authorized the issuance of a Request for Proposal on a public work of improvement for a Public Safety Training Center through the design-build delivery method under Education Code section 81700, et seq. (the "Project"); and

WHEREAS, on December 17, 2008, VVCCD published a Request for Proposal for the design-build delivery of a Public Safety Training Center. VVCCD is presently in the evaluation process to select and award a design-build contract based on "best value"; and

WHEREAS, VVCCD has been working towards the delivery of a Public Safety Training Center to be potentially located at the northwest corner of Navajo Road and Johnson Road in the Town of Apple Valley, commonly referred to as Assessor Parcel Number 0463-2315900 (the "Property"). AVFPD owns the Property in fee after a quitclaim transfer from Wal-Mart with a covenant for fire "training purposes"; and

WHEREAS, the Parties agree that it is in the best interest of their respective citizens and fire and safety personnel for VVCCD to develop and operate a Public Safety Training Center on a portion of the Property (the "Premises"); and

WHEREAS, AVFPD desires to lease the Premises to VVCCD, and VVCCD desires to lease the Premises from AVFPD for the purpose of the eventual development of the Project on the Premises; and

WHEREAS, the Parties have therefore negotiated the terms of a lease agreement for the Premises to be entered into by the Parties subsequent to execution of this Agreement (the "Lease Agreement"); and

WHEREAS, VVCCD is the "lead agency" for the Project, as that term is defined in the California Environmental Quality Act, set forth at Section 21000 *et seq.*, of the Public Resources Code, and its associated regulations (collectively, "CEQA"), and as such VVCCD is responsible for determining the appropriate timing for and level of CEQA review for the Lease Agreement and the Project; and

WHEREAS, as a condition to AVFPD's approval of the Lease Agreement, VVCCD has agreed to provide certain assurances and indemnities to AVFPD regarding any potential challenges that may be brought by third parties related to approval of the Lease Agreement and/or the Project.

**NOW, THEREFORE,** for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

### TERMS

1. Incorporation of Recitals. The recitals set forth above constitute a material part of this Agreement and are incorporated by this reference as though fully set forth herein.
2. Scope of Indemnification. VVCCD shall, at its own expense fully defend, indemnify and hold harmless AVFPD, its elected officials, officers, employees, volunteers and agents ("Indemnified Parties") from and against any and all claims, suits, causes of action, fines, penalties, proceedings, damages, injuries or losses of any kind, including attorneys' fees, (collectively, "Liabilities") arising out of or in any way related to approval of the Lease Agreement and/or the Project. VVCCD's indemnification obligation shall include, but not be limited to, actions to attack, review, set aside, void or annul AVFPD's approval of the Lease Agreement and actions premised on, related to or invoking CEQA as pertains to the Lease Agreement and/or the Project. AVFPD shall promptly notify VVCCD of any such claim, action or proceeding and shall cooperate fully in the defense of such claim, action or proceeding. VVCCD hereby waives any potential claim it might otherwise assert against AVFPD for any suspension, termination, or modification of the Lease Agreement resulting from the carrying out of this Indemnification Agreement. VVCCD's obligations under this Section 2 shall not be limited to the amount of insurance coverage that may be available to VVCCD and shall not otherwise be restricted or confined by the presence or absence of any policy of insurance held by AVFPD or VVCCD.
3. Survival. VVCCD's obligations, as set forth above, shall continue in effect until such time as the Indemnified Parties are no longer at risk with regard to any of the Liabilities covered under this Agreement.
4. Interpretation. The provisions of this Agreement are intended by the Parties to be interpreted and construed to provide the fullest protection possible under the law to AVFPD. Further, all obligations and Liabilities under this Agreement are to be paid by VVCCD as they are incurred.
5. Counsel. As noted in Section 2, VVCCD's obligation to indemnify under this Agreement shall include the obligation of VVCCD to defend AVFPD with legal counsel subject to the Conflict Waiver below. In addition, AVFPD may, at its discretion, participate in the defense of any action or proceeding at its own expense.
6. Conflict Waiver. VVCCD and AVFPD acknowledge the possibility of a conflict of their interests in this matter, and in furtherance of the indemnity referenced herein, do hereby waive said conflict for the limited purpose of this agreement only. No actual conflict exists at this time,

as the Parties currently share a commonality of interest in defending any possible litigation as contemplated by this Agreement. The Parties should also consider that there is no right to assert the attorney/client privilege as to communications received from either party in connection with the joint representation. The Parties confirm by executing this Agreement, that each is aware of the provisions of section 962, California Evidence Code, and expressly consent to the communication of information received by VVCCD's Attorney(s) from either party. The Parties further acknowledge that, assuming the information learned is significant, VVCCD's Attorney(s) may have an ethical duty to disclose that information to all Parties. Each of the Parties hereto is advised to consult independent attorneys and seek independent legal advice before executing this waiver.

VVCCD Initial: \_\_\_\_\_

AVFPD Initial: \_\_\_\_\_

7. Entire Agreement. This written document contains the entire agreement of the Parties and supersedes any prior oral or written statements or agreements between the Parties. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

8. Notices. All notices required or necessary under this Agreement shall be given in writing to the following addresses or such other addresses as the Parties may designate by written notice:

To AVFPD: Apple Valley Fire Protection District

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To VVCCD:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

All notices shall be considered effective seventy-two (72) hours after placement in the U.S. Mail, first-class, postage pre-paid.

9. Waiver. No waiver of any breach or default shall constitute a waiver of any other breach or default, whether of the same or of any other covenant or condition. No waiver, benefit, privilege or service voluntarily given or performed by either Party shall give the other Party any contractual right by custom, estoppel or otherwise.

10. No Assignment. This Agreement shall not be voluntarily assigned by either Party hereto.

11. Governing Law; Venue. This Agreement shall be interpreted in accordance with the laws of the State of California. Venue shall be in San Bernardino County.

12. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original and which shall collectively constitute one instrument.

13. Captions. The captions in this Agreement are for convenience and ease of reference only, and do not define, limit, augment or describe the scope, content or intent of this Agreement or any part or parts of this Agreement.

**SIGNATURE PAGE TO  
CEQA INDEMNIFICATION AGREEMENT  
BETWEEN  
APPLE VALLEY FIRE PROTECTION DISTRICT  
AND  
VICTOR VALLEY COMMUNITY COLLEGE DISTRICT**

**IN WITNESS WHEREOF**, this Agreement has been executed by the Parties as of the date first written above.

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT:

Date: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

APPROVED AS TO FORM this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

STUTZ ARTIANO SHINOFF & HOLTZ

By: \_\_\_\_\_

APPLE VALLEY FIRE PROTECTION DISTRICT:

Date: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_



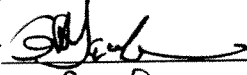



**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES  
AGENDA ITEM**

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

**TOPIC:** LEASE AGREEMENT – APPLE VALLEY FIRE PROTECTION DISTRICT

**SUBMITTED BY:** William Pate, Legal Council, Stutz, Artiano, Shinoff & Holtz

**RECOMMENDED BY:** GH Javaheripour 

**APPROVED BY:** Robert Silverman 

**Description/Background:**

The District wishes to enter into a lease agreement with The Apple Valley Fire Protection District for the purpose of securing the land needed to construct a Bond funded (Measure JJ) Public Safety Training Center that will offer fire science, emergency medical services, administration of justice, and related general education programs and courses.

**Need:**

Public safety training is a top educational need expressed in the High Desert region and the land owned by The Apple Valley Fire Protection District is well-suited for the development of the Public Safety Training Center.

**Fiscal Impact:** \$1.00 per year for the duration of the ninety-nine (99) year lease. - Locally Bond Funded.

**Recommended Action:**

It is recommended that the board of trustees approve the lease agreement with the Apple Valley Fire Protection District as submitted and direct the Superintendent/President to sign the agreement.

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

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

**Ground Lease**

**Between**

**Victor Valley Community College District**

**and**

**Apple Valley Fire Protection District**

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## GROUND LEASE

This Ground Lease Agreement ("Lease") is entered into between the Victor Valley Community College District ("VVCCD") and the Apple Valley Fire Protection District ("AVFPD"). VVCCD and AVFPD are sometimes referred to herein, collectively, as the "Parties".

### RECITALS

A. As part of its Capital Improvement Plan under Bond Measure JJ, on or about December 9, 2008 the VVCCD Board of Trustees authorized the issuance of a Request for Proposal on a public work of improvement for a Public Safety Training Center through the design-build delivery method under Education Code section 81700, et seq (the "Project").

B. On December 17, 2008, VVCCD published a Request for Proposal for the design-build delivery of a Public Safety Training Center. VVCCD is in the evaluation process to select and award a design-build contract based on "best value."

C. VVCCD has been working towards the delivery of a Public Safety Training Center to be potentially located at the Northwest corner of Navajo Road and Johnson Road in the Town of Apple Valley (APN #0463-2315900) (the "Property"). AVFPD owns the Property in fee after a quit claim transfer from WalMart with a covenant for use for fire "training purposes."

D. The Parties agree it is in the best interests of their respective citizens and fire and safety personnel for VVCCD to develop and operate a Public Safety Training Center on a portion of the Property (the "Premises").

E. The Parties executed that certain Memorandum of Understanding for Acquisition, Development and Use of a Public Training Center on April 14, 2009 (the "MOU"). Among other terms, the MOU includes a requirement that the Parties enter into a written lease for the Premises.

F. The Parties desire to define the terms and conditions under which the AVFPD will lease the Premises to VVCCD and under which the Project is to be designed, constructed, financed, operated, and maintained by VVCCD.

G. VVCCD has an approved budget for the capital improvements and cost of construction for the Project, development, furnishings, and equipment through the passage of Measure JJ, contingent upon funds actually becoming available through means of public finance.

H. Education Code section 81003 authorizes community college districts such as the VVCCD to build campus facilities on public property not owned by VVCCD.

I. Education Code section 81522 authorizes the VVCCD to lease land for a term extending to the expected duration of use of the property.

J. Health and Safety Code section 13861 authorizes AVFPD to acquire any property within the jurisdiction of the AVFPD and to create a leasehold interest in property for the benefit of the AVFPD.

K. Wal-Mart Stores East, LP, has acknowledged and agreed the intended use of the property, including the possible use for general education coursework, is acceptable and consistent with the terms contained in the Agreement for Donation of Real Property between AVFPD and Wal-Mart Stores East, LP, dated November 14, 2007.

L. AVFPD desires to lease the Premises to VVCCD, and VVCCD desires to lease the Premises from AVFPD for the purpose of development in accordance with the agreement of the Parties as set forth in this Lease.

NOW THEREFORE, in consideration of the covenants hereinafter contained, AVFPD and VVCCD agree as follows:

## AGREEMENT

### SECTION 0: BASIC TERMS

0.1. **Basic Terms.** For the convenience of the Parties, certain basic terms of this Lease are below. The basic terms are subject to the remaining terms and conditions of this Lease and are to be used for reference subject to the remaining terms and conditions. If there is any inconsistency between the basic terms and the other provisions of the Lease, the other provisions control.

0.2. **Leased Premises.** The Premises is a portion of that certain real property located at the Northwest corner of Navajo Road and Johnson Road in the Town of Apple Valley, California (APN #0463-2315900) consisting of approximately 9.83 acres.

0.3. **Term Commencement Date.** The Effective Date as provided in Section 2.1

0.4. **Term Expiration Date.** Ninety-nine (99) years from Effective Date.

0.5. **Permitted Use.** The Premises is to be used for development of the Public Safety Training Center in accordance with the General Development Plan as provided in Section 9.3, and the terms of this Lease.

0.6. **Address for Rent Payment and Notices:**

VVCCD:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

AVFPD:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### SECTION 1: PREMISES

1.1 **Leased Premises.** AVFPD leases to VVCCD and VVCCD leases from AVFPD the Premises containing a portion of that certain real property consisting of 9.83 acres located in the Town of Apple Valley, California commonly referred to as APN No. 0463-2315900 as further described in the legal description in Section 9.1 and by this reference made part of this Lease.

1.2 **Easements and Reservations.**

a. AVFPD reserves all rights, title, and interest in any and all subsurface natural gas, oil, minerals, and water on or within the Premises.

b. AVFPD reserves the right to grant and use easements or to establish and use rights-of-way over, under, along, and across the Premises for utilities, subsurface extraction, thoroughfares, or access as it deems advisable.

c. AVFPD has the right to enter the Premises for the purpose of making repairs to AVFPD resources and services.

d. AVFPD shall retain ownership of the Premises. No course of conduct or actions by VVCCD will entitle VVCCD to any ownership thereof.

However, AVFPD shall not unreasonably or substantially interfere with VVCCD's use of the Premises and will reimburse VVCCD for physical damages, if any, to the permanent improvements located on the Premises resulting from AVFPD exercising the rights reserved in Section 1.2. AVFPD will pay the costs of maintenance and repair of all AVFPD installations made pursuant to these reserved rights.

1.3 **Ownership of the Project.** For the term of the Lease, as defined below, VVCCD shall have physical control over the Premises, and shall retain ownership of the Project, including the facilities and training props (collectively the "Improvements"). During the term of the Lease, AVFPD shall have no right to encumber the Project or any portion thereof. AVFPD shall not subordinate its ownership interest in fee title to the Premises to any security VVCCD is required to provide in order to secure financing for the Project, and VVCCD shall have no right to encumber fee title to the Premises.

1.4 **Acceptance of Premises.** By signing this Lease, VVCCD ACCEPTS THE PREMISES IN ITS PRESENT "AS-IS" CONDITION WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE EITHER WRITTEN OR IMPLIED. VVCCD further represents and warrants that it has independently inspected the Premises and made all tests, investigations, and observations necessary to satisfy itself of the condition of the Premises. VVCCD agrees it is relying solely on such independent inspection, tests, investigations, and observations in entering into Lease. VVCCD further acknowledges that the Premises are in the condition called for by this Lease, that AVFPD has performed all work with respect to the Premises, and that VVCCD does not hold AVFPD responsible for any defects whether apparent or latent, in the Premises.

**SECTION 2: TERM**

2.1 **Commencement.** This Lease is effective on the first day of the calendar month following execution by the Parties ("Effective Date"). The term of this Lease shall be ninety-nine (99) years ("Lease Term").

2.2 **Quiet Possession.** VVCCD, paying the rent and performing the covenants and agreements in this Lease, shall at all times during the Lease Term peaceably and quietly have,

hold, and enjoy the Premises. If AVFPD for any reason cannot deliver possession of the Premises to VVCCD at the commencement of the Lease Term, or if during the Lease Term VVCCD is temporarily dispossessed through action or claim of a title superior to AVFPD'S, then and in either of such events, this Lease shall not be voidable nor shall AVFPD be liable to VVCCD for any loss or damage resulting therefrom, but there shall be determined and stated in writing by the AVFPD a proportionate extension of the Lease Term for the period or periods during which VVCCD is prevented from having the quiet possession of all or a portion of the Premises.

2.3 **Holdover.** Any holding over by VVCCD after expiration or termination shall not be considered as a renewal or extension of this Lease. The occupancy of the Premises after the expiration or termination of this agreement constitutes a month-to-month tenancy, and all other terms and conditions of this agreement shall continue in full force and effect; provided, however, AVFPD shall have the right to apply a reasonable increase in rent to bring the rent to fair market value and to terminate the holdover tenancy at will.

### **SECTION 3: USES AND DEVELOPMENT**

3.1 **Permitted Uses.** The Premises is leased to VVCCD for the purposes of development and operation of the VVCCD Measure JJ Public Work of Improvement commonly known as the Public Safety Training Center and its Improvements as further defined in the General Development Plan referenced in Section 3.2 ("General Development Plan") and for no other purpose without the written consent of AVFPD. The Project shall be designed and constructed by VVCCD in accordance with applicable laws. VVCCD shall pay all costs for plans, review, permits and creation of other various construction documents for the Project. If the Premises is unsuitable for the development of Public Safety Training Center and its Facilities this Lease may be terminated in accordance with Section 7.10.

3.2 **General Development Plan and Improvements.** The Premises shall be developed in accordance with the General Development Plan as outlined in Section 9.3. The General Development Plan is not part of the consideration for this Lease and shall be subject to all necessary approvals from all applicable local, state and federal agencies including, but not limited to, the State Chancellor's Office of the California Community Colleges and compliance with the California Environmental Quality Act. The General Development Plan shall define the terms of the administration, construction, project management and include a "Cooperation Agreement" which defines the cooperation between VVCCD and AVFPD for the development and operation of the Public Safety Training Center. The General Development Plan shall also provide for the Improvements to the Premises. Once the General Development Plan, including all elements of said plan described in Section 9.3 are approved by all applicable local, state and federal agencies as set forth above, including the AVFPD, the General Development Plan shall be attached to this Lease and incorporated herein. VVCCD agrees that a Notice to Proceed ("NTP") for construction of the Improvements shall not be issued and construction shall not commence on the Premises until the Cooperation Agreement, in form and substance acceptable to AVFPD, has been executed by the Parties.



3.3 **Maintenance.**

a. VVCCD shall be solely responsible for the cost of operation and maintenance of the Premises, and all parts thereof, throughout the Lease Term. Such operation and maintenance shall be further subject to the Cooperation Agreement which shall provide for the use, maintenance and operation of the Improvements.

b. VVCCD shall provide all custodial/janitorial services required to maintain the Premises and the Improvements at all times in a good, clean, safe and sanitary condition and shall make all repairs and replacements necessary to maintain and preserve the Premises and all Improvements thereon in a decent, safe, healthy, and sanitary condition and in compliance with the Development Plan and with all applicable laws. VVCCD shall conduct all preventative maintenance of and repairs to the Improvements required for their safe operation, and shall ensure that no dangerous conditions exist on or about the Premises. VVCCD shall maintain all landscaping installed on the Premises pursuant to the Development Plan in good and thriving condition, and shall provide for regular care and maintenance of all exterior portions of the Premises. All repairs and replacements shall be made promptly and be equal in quality to the original work.

c. All applicable local, state and federal laws, rules and regulations and all applicable codes and standards of local, state, and federal agencies shall be observed in all maintenance, repairs, and/or replacements on the Premises.

d. VVCCD agrees to assume liability for, defend and save and hold harmless AVFPD, pursuant to VVCCD's indemnification and defense requirements set forth in Section 6.1(a), from and against any and all injuries to any person, including wrongful death, and damage to property, including without limitation, property of or managed by AVFPD and VVCCD, and all related expenses, including all costs of defense and attorneys' fees, resulting in whole or in part from VVCCD's failure to comply with the obligations of VVCCD as specified in this Section 3.3.

3.4 **Prevailing Wages.** VVCCD is aware of the requirements set forth in California Labor Code section 1770 et seq. It shall be the sole responsibility of VVCCD to determine whether to pay prevailing wages for any or all work completed on the Premises. VVCCD shall be solely liable if it violates applicable law. As a further material part of this Lease, VVCCD shall be liable to AVFPD, its officials, officers, employees and agents from any and all claims, liability, loss, costs, damages, expenses, fines and penalties, of whatever type or nature, including all costs of defense and attorneys' fees, arising from any failure of VVCCD or VVCCD's contractors to comply with the prevailing wage laws of the State of California.

3.5 **Liens.** VVCCD shall at all times save AVFPD free and harmless and indemnify AVFPD against all claims for labor or materials in connection with operations, improvements, alterations, or repairs on or to the Premises and the costs of defending against such claims, including reasonable attorney's fees, except as provided in the Cooperation Agreement.

If Improvements, alterations, or repairs are made to the Premises by VVCCD or by any party other than AVFPD, and a lien or notice of lien is filed, VVCCD shall within five (5) days of such filing either:

- a. take all actions necessary to record a valid release of lien, or
- b. file with AVFPD a bond, cash, or other security sufficient to pay in full all claims of all persons seeking relief under the lien.

3.6 **Ownership of Improvements and Personal Property.**

a. Any and all Improvements, trade fixtures, structures, and installations or additions to the Premises now existing or constructed on the Premises by VVCCD shall at lease expiration or termination be deemed to be part of the Premises and shall become, at AVFPD option, AVFPD's property free of all liens and claims, except as otherwise provided in this Lease.

b. If AVFPD elects not to assume ownership of all or any Improvements, trade fixtures, structures, and installations, AVFPD shall so notify VVCCD thirty (30) days prior to Lease Termination or one hundred eighty (180) days prior to Lease expiration, and VVCCD shall remove all such Improvements, structures and installations as directed by AVFPD at VVCCD's sole cost on or before Lease expiration or termination. If VVCCD fails to remove any Improvements, structures, and installations as directed, AVFPD shall have the right to remove the Improvements, structures or installations at VVCCD's expense.

c. VVCCD shall remove VVCCD owned machines, appliances, equipment (other than trade fixtures), and other items of personal property by the date of the Lease expiration or termination. Any items which VVCCD fails to remove will be considered abandoned and become AVFPD'S property free of all claims and liens, or AVFPD may, at its option, remove the items at VVCCD's expense.

d. If any removal of personal property by VVCCD results in damage to the remaining Improvements on the Premises, VVCCD shall repair all the damage.

e. For any necessary removal by either AVFPD or VVCCD which takes place beyond the Lease expiration or termination, VVCCD shall pay rent to AVFPD at the rate in effect immediately prior to expiration or termination.

f. Notwithstanding any of the foregoing, if VVCCD desires to dispose of any of its personal property used in the operation of the Premises upon Lease expiration or termination, then AVFPD shall have the first right to acquire or purchase the personal property.

3.7 **Unavoidable Delay.** If the performance of any act required of VVCCD or AVFPD is directly prevented or delayed by reason of strikes, lockouts, labor disputes, unusual governmental delays, acts of God, fire, floods, epidemics, freight embargoes, or other causes beyond the reasonable control of the party required to perform an act, the party shall be excused from performing that act for the period equal to the period of the prevention or delay. Provided, however, this provision shall not apply to obligations to pay rent pursuant to this Lease. If VVCCD or AVFPD claims the existence of such a delay, the party claiming the delay shall

notify the other party in writing of such fact within ten (10) days after the beginning of the claimed delay.

3.8 **Assignment and Subletting.** VVCCD shall not assign or transfer the whole or any part of this Lease or any interest therein, nor permit transfer of the Lease or possession of the Premises by merger, consolidation or dissolution, (collectively an "Assignment") without the prior written consent of AVFPD. No assignment, voluntary or involuntary, in whole or in part of the lease or any interest therein shall be valid or effective without the prior written consent of AVFPD which may not be unreasonably withheld.

3.9 **Taxes.** VVCCD shall pay and discharge, as and when the same shall become due and payable without penalty, all real property, personal property, business, transaction privilege, occupation and occupational licenses taxes, assessment and all other governmental taxes, impositions and charges of every kind and nature, which at any time during the term of this Lease shall be or become due and payable by AVFPD or VVCCD and which shall be levied, assessed or imposed upon the Premises, the Project and/or the Improvements.

#### **SECTION 4: RENT**

##### **4.1 Rent.**

a. ***Rent Amount.*** The regular yearly rent one dollar (\$ 1.00) per year ("Rent" or sometimes "rent"). Nothing in this Lease shall prevent the pre-payment of Rent.

b. ***Utilities.*** VVCCD shall be responsible for all costs necessary for all utility services for the Premises, including, but not limited to, electrical, gas, water and phone services.

c. ***Additional Consideration for Lease.*** In addition to the Rent and as part of the consideration to be provided to AVFPD by VVCCD for lease of the Premises, VVCCD agrees that, throughout the term of this Lease, AVFPD shall be entitled to use of the Improvements, at any time that the Improvements are available, at no cost or charge to AVFPD, as shall be further specified in the Cooperation Agreement.

#### **SECTION 5: DEFAULTS AND REMEDIES**

5.1 **Default.** The occurrence of any one of the following events constitutes a default under this Lease:

a. Any material breach by VVCCD of any of the covenants, terms, conditions or obligations set forth in this Lease, including all attachments hereto, if such breach is not cured within thirty (30) days written notice by AVFPD of such breach. If the breach cannot reasonably be cured within thirty (30) days, VVCCD shall not be in default if it commences cure within the thirty (30) day period, and diligently cures the breach within a reasonable period of time.

b. Abandonment of the Premises. Abandonment is herein defined to include, but is not limited to, any absence by VVCCD from the Premises for one hundred eighty (180) consecutive days or longer; or

c. Failure by VVCCD to make any payment of rent hereunder as and when due, where such failure shall continue for a period of sixty (60) days after written notice thereof; provided, however, any such notice provided shall be in lieu of, and not in addition to, any notice required under California Code of Civil Procedure section 1161, as amended.

5.2 **Remedies.** If VVCCD is in default, then AVFPD may, at its option, without further notice or demand upon VVCCD or upon any person claiming rights through VVCCD, immediately terminate this Lease and all rights of VVCCD and of all persons claiming rights through VVCCD to the Premises or to possession of this Lease; and AVFPD may enter and take possession of the Premises.

5.3 **Entry by AVFPD.** AVFPD or AVFPD's agents, representatives, or employees shall have the right, but not the obligation, at any and all reasonable times to enter onto the Premises for the purpose of inspecting the Premises and the Improvements to determine whether VVCCD is complying with the terms of this Lease, for the purpose of doing other lawful acts that may be necessary to protect AVFPD's interest in the Premises, or for the purpose of performing AVFPD's duties under this Lease, as AVFPD may deem necessary or desirable. VVCCD shall not be entitled to any abatement in rent upon such entry by AVFPD.

## SECTION 6: INSURANCE RISKS/SECURITY

### 6.1 **Indemnity.**

a. ***VVCCD's Indemnification and Defense Obligations.*** Except as to any claim or liability arising from use of the Improvements by AVFPD, and covered by AVFPD's indemnity below, VVCCD shall defend, indemnify and hold harmless AVFPD and its departments, officers, officials, employees and agents from all losses, damages, claims, liabilities and expenses (including reasonable attorney's fees) imposed or asserted by reason of: (a) any use, nonuse or condition of the Premises, the Improvements or any part thereof; (b) any accident, injury to or death of persons (including workmen) or loss of or damage to property occurring on or about the Premises or any part thereof; (c) performance of any labor or services or the furnishings of any materials or other property with respect to the Improvements or the Premises or any part thereof; or (d) any failure on the part of the VVCCD to clean up any hazardous materials on the Premises, or to comply with any term of this Lease.

In the event AVFPD its departments, officers, officials, employees and/or agents should be made a defendant in any action, suit or proceeding brought by reason of any such occurrence specified in the foregoing paragraph, VVCCD shall, at its own expense, resist and defend such action. Except to the extent caused by the negligence of AVFPD, its departments, officers, officials, employees and/or agents if any such action, suit or proceeding should result in a final judgment against AVFPD, VVCCD shall promptly satisfy and discharge such judgment or shall cause such judgment to be promptly satisfied and discharged. The obligations of VVCCD under this Section 6.1 arising by reason of any such occurrence taking place while this Lease is in effect shall survive any termination or other form of cancellation of this Lease.

b. ***AVFPD's Indemnification and Defense Obligations.*** AVFPD shall defend, indemnify and hold harmless VVCCD and its departments, officers, officials, employees and

agents from all losses, damages, claims, liabilities and expenses (including reasonable attorney's fees) imposed upon or asserted by reason of: (a) any use of the Improvements by AVFPD, or condition on the Premises caused by AVFPD; (b) any accident, injury to or death of persons or loss of or damage to property as a result of AVFPD's use of the Improvements; or (c) any failure on the part of AVFPD to clean up any hazardous materials generated during any use of the Improvements by AVFPD, or to comply with any term of this Lease.

In the event VVCCD, its departments, officers, officials, employees and/or agents should be made a defendant in any action, suit or proceeding brought by reason of any such occurrence specified in the foregoing paragraph, AVFPD shall, at its own expense, resist and defend such action. Except to the extent caused by the negligence of VVCCD, its departments, officers, officials, employees and agents if any such action, suit or proceeding should result in a final judgment against VVCCD, AVFPD shall promptly satisfy and discharge such judgment or shall cause such judgment to be promptly satisfied and discharged. The obligations of AVFPD under this Section 6.1 arising by reason of any such occurrence taking place while this Lease is in effect shall survive any termination or other form of cancellation of this Lease.

## 6.2 Insurance.

a. **General Liability Insurance to be Provided by VVCCD.** VVCCD shall provide and maintain in full force and effect throughout the term of this Lease, liability and property damage insurance from an insurer licensed to transact business in California with coverage amounts of not less than Two Million Dollars (\$2,000,000) per occurrence and Ten Million Dollars (\$10,000,000) aggregate; or, an adequately funded self insurance program for such liability and damage claims which complies with all applicable laws, rules and regulations. VVCCD shall name AVFPD as an additional insured under such policy. Such policy shall be primary and non-contributory as respects any insurance carried by AVFPD. The insurer shall waive all rights of subrogation against AVFPD. VVCCD shall provide evidence, satisfactory to AVFPD, of the insurance required herein within ten (10) days of the Effective Date.

b. **AVFPD Insurance Requirements.** AVFPD shall provide and maintain in full force insurance as shall be required by VVCCD's adopted procedure for use of the Improvements, and any other insurance as determined necessary by AVFPD.

c. **Workers Compensation and Employers Liability Insurance.** VVCCD shall provide and maintain in full force during the term of the lease: (i) Workers' Compensation Insurance which shall cover claims under workers' or workmen's compensation, disability benefit and other similar employee benefit acts may be liable; (ii) Employer's Liability Insurance which shall cover bodily injury (including death) by accident or disease to any employee that arises out of the employee's employment. The Employer's Liability Insurance required hereunder may be obtained as a separate policy of insurance or as an additional coverage under the Workers' Compensation Insurance required to be obtained and maintained hereunder.

d. **Notice of Claims.** Notice of any possible injury, loss or damage, or dangerous condition of public property, which may involve the other Party, must be given immediately by the Party aware of such an occurrence to the other Party. Written notice of any such possible

injury, loss or damage or dangerous condition of public property shall be provided within forty-eight (48) hours of any notice provided orally.

e. **Minimum Insurance Coverage Amounts.** The minimum insurance coverage amounts described in this Section 6.2 shall be subject to adjustment every three years based upon a review by AVFPD's risk manager, or equivalent staff person, in his or her reasonable judgment.

f. **Contractor Insurance & Indemnification.** During the entire term of this Lease, VVCCD shall require any and all contractors providing work or services on the Premises or to the Improvements to obtain and maintain insurance coverage sufficient to cover the risk involved in completing the contracted work or services, as determined by VVCCD, or as required by law. VVCCD shall require that all contractors providing work or services on the Premises or to the Improvements under contract with VVCCD provide for indemnification of AVFPD to the same extent as indemnification is provided to VVCCD under such contracts, and shall require addition of AVFPD as an additional insured under the contractor's required insurance policies.

g. **Third Party Insurance & Indemnification.** VVCCD shall require that all third parties utilizing the Improvements for training or other purposes shall obtain insurance coverage sufficient to cover the risk involved in such activities, and shall require that AVFPD be added as an additional insured under such insurance policies. If VVCCD shall require that such third parties execute an indemnification and release from liability, such indemnification and release shall apply to AVFPD to the same extent as it applies to VVCCD.

6.3 **Waste, Damage, or Destruction.** VVCCD agrees not to commit or suffer to be committed any waste or injury or any public or private nuisance, to keep the Premises clean and clear of refuse and obstructions. VVCCD shall not use or permit use of the Premises for any unlawful purpose.

6.4 **Eminent Domain.** In the event that the whole or substantial part of the Premises shall be acquired or condemned by eminent domain for a public or quasi-public use or purpose, this Lease shall terminate. The date of termination pursuant to the exercise of eminent domain authority by a governmental entity shall be the date on which title vests in said governmental entity. An award for condemnation, if any, shall be paid first to the VVCCD so that the VVCCD may satisfy any construction financing obtained by VVCCD for the Improvements. AVFPD shall be entitled to the remainder of any condemnation award.

6.5 **Hazardous Materials.**

a. VVCCD covenants that it will not store, handle, use, transport or dispose of Hazardous Materials on the Premises. As used in this Lease, "Hazardous Materials" means any chemical, substance or material which is now or becomes in the future listed, defined or regulated in any manner by any Environmental Law based upon, directly or indirectly, its properties or effects. As used in this preceding sentence, "Environmental Law" means any federal, state or local environmental, health and/or safety-related laws, regulations, standards, decisions of the courts, permits or permit conditions, currently existing or as amended or adopted in the future which are or become applicable to the VVCCD or the Leased Property. In the event

any Hazardous Materials are stored, handled, used or transported on the Premises, VVCCD agrees to fully to comply with all applicable federal, state, and local laws, rules, regulations, orders, decisions and ordinances (hereinafter referred to as "Hazardous Materials Standards") concerning Hazardous Materials.

b. Notwithstanding anything else contained in this Lease and to the extent permitted by law, in case of a breach of the obligations contained in this Section 6.5, VVCCD agrees to assume liability for, defend and save and hold harmless AVFPD, pursuant to VVCCD's indemnification and defense requirements set forth in Section 6.1(a) above, from and against any and all injuries to any person, including wrongful death, and damage to property, including without limitation, property of or managed by AVFPD and VVCCD, and all related expenses, including without limitation attorneys' fees, investigators' fees and litigation expenses, resulting in whole or in part from VVCCD's failure to comply with any Hazardous Materials Standards issued by any governmental authority concerning Hazardous Materials. VVCCD agrees to reimburse AVFPD for all costs of any kind incurred as a result of the VVCCD's failure to comply with this Section 6.5, including, but not limited to, fines, penalties, clean-up and disposal costs, and legal costs incurred as a result of VVCCD's storage, handling, use, transporting, or disposing of Hazardous Materials on the Premises.

## SECTION 7: GENERAL PROVISIONS

### 7.1 Notices.

a. *Notice.* Any notice required or permitted to be given hereunder shall be in writing and may be served personally or by United States mail, postage prepaid, addressed to VVCCD; and to AVFPD as follows:

VVCCD:

AVFPD:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Any party entitled or required to receive notice under this Lease may by like notice designate a different address to which notices shall be sent.

7.2 Partial Invalidity. If any term, covenant, condition, or provision of this Lease is found invalid, void, or unenforceable by a court of competent jurisdiction, the remaining provisions will remain in full force and effect.

7.3 Legal Fees. In the event of any litigation regarding this Lease, the prevailing party shall be entitled to an award of reasonable legal costs, including court and attorneys' fees.

7.4 Number and Gender. Words of any gender used in this Lease shall include any other gender, and words in the singular number shall include the plural, when the tense requires.

7.5 Captions. The Lease Basic Terms outline, section headings, and captions for various articles and paragraphs shall not be held to define, limit, augment, or describe the scope, content, or intent of any or all parts of this Lease. The numbers of the paragraphs and pages of this Lease

may not be consecutive. Such lack of consecutive numbers is intentional and shall have no effect on the enforceability of this Lease.

7.6 **Time is of Essence; Provisions Binding on Successors.** Time is of the essence of all of the terms, covenants, and conditions of this Lease, and, except as otherwise provided in this Lease, all of the terms, covenants, and conditions of this Lease shall apply to, benefit, and bind the successors and assigns of the Parties, jointly and individually.

7.7 **Succession of AVFPD.** In the event that AVFPD becomes subsidiary to or a department of the Town of Apple Valley, or any other public entity, this Lease shall survive and the agency or entity taking over will be a successor and assume all responsibilities of AVFPD. In the event AVFPD or the Town of Apple Valley elect to contract for fire related services with another agency or company, the terms Lease and associated agreements, if any, may be renegotiated as initiated by VVCCD.

7.8 **AVFPD Right of First Refusal.** If VVCCD desires to dispose of its interest in this Lease, together with any of its interest in Improvements, trade fixtures, and furnishings owned by VVCCD on the Premises, AVFPD shall be given the first right to purchase said interest and Improvements at a mutually agreeable price. If AVFPD does not exercise such right to purchase within thirty (30) days VVCCD shall not then sell or offer to sell its interest at a lower price without first reoffering to AVFPD the right to purchase at such lower price. This provision and any right of VVCCD to dispose of any interest in this Lease or the Improvements is subject to and does not in any way alter the limitations on assignment and subletting contained in Section 3.8 of this Lease.

7.9 **Related District Board Actions.** By entering into this Lease, VVCCD is not obligating itself to any other governmental agent, board, commission, or agency with regard to any other discretionary action relating to development or operation of the Premises. Discretionary action includes but is not limited to environmental clearances, or any other governmental agency approvals which may be required for the development and operation of the Premises.

7.10 **Cooperation With State Chancellor's Office and Other Jurisdictions.** The Parties acknowledge this Lease may be reviewed and require approval from jurisdictions such as the State Chancellor's Office of the California Community Colleges, including its Administration and Fiscal Policy Division. Parties agree to cooperate with said jurisdictions and amend or revise this Lease as necessary in regards to the ability to procure State funding for development or use.

7.11 **Termination.** The current conditions, restrictions, environmental of the Property are assumed to provide for the feasible development of the Project. The Parties acknowledge that this Lease may be terminated upon thirty (30) days written notice by either Party between the time this Lease is signed and the Notice to Proceed to begin construction on the Project, should changed or unforeseen conditions of, on, or under the Property be discovered, or through CEQA compliance, review and requirements by the Division of the State Architect, or review by the State Chancellor's Office, or any other entity of which create circumstances which make the Project impractical or economically unfeasible or which place additional costs or risks on either party, or should the State Chancellor's Office require any change(s) to this Lease which either of



the Parties determine to be unacceptable. The cancellation of the Lease based upon the above circumstances will result in no penalties or damages to any parties.

7.12 **Nondiscrimination.** VVCCD herein covenants by and for itself and its assigns, and all persons claiming under or through VVCCD, that this Lease is made and accepted upon and subject to the following conditions: that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the use, occupancy, tenure, or enjoyment of the Premises nor shall the VVCCD, itself, or any person claiming under or through VVCCD, establish or permit any such practice or practices of discrimination or segregation.

7.13 **Waiver or Modification.** No waiver by a Party hereto at any time of any of the terms, conditions, or covenants of this Lease shall constitute a waiver at any time thereafter of the same or any other term, condition, or covenant of this Lease.

7.14 **Relationship.** Nothing contained in this Lease shall be deemed or construed by the Parties or by any third Person to create the relationship of principal and agent, or of partnership or joint venture, or of any association between VVCCD and AVFPD, and none of the provisions contained in this Lease or any acts of the Parties shall be deemed to create any relationship other than lessor and lessee between VVCCD and AVFPD, nor shall this Lease be construed, except as expressly provided, to authorize either to act as agent for the other.

7.15 **Memorandum of Lease.** Concurrently with the execution and delivery of this Lease, the Parties will execute, acknowledge and record a memorandum of this Lease in a form suitable for, recordation, a form of which is attached hereto.

7.16 **Counterparts.** This Lease may be executed in one or more counterparts, each of which shall constitute an original.

7.17 **Applicable Law.** This Lease shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Lease, the action shall be brought in a state or federal court situated in the County of San Bernardino.

7.18 **Conflicting Terms.** In the case of any conflict between the terms of this Lease, any exhibits attached to this Lease or the MOU, the terms of this Lease shall govern.

7.19 **Incorporation of Recitals.** The Recitals set forth above are true and correct and are incorporated into this Lease as though fully set forth herein.

**SECTION 8: SIGNATURES**

**8.1 Signature Page.**

IN WITNESS OF this Lease, this Lease agreement is executed by AVFPD, acting by and through its Superintendent, and by VVCCD, acting by and through its lawfully authorized officers.

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT:

Date: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

APPROVED AS TO FORM this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

STUTZ ARTIANO SHINOFF & HOLTZ

By: \_\_\_\_\_

APPLE VALLEY FIRE PROTECTION DISTRICT:

Date: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

## **SECTION 9: EXHIBITS**

### **9.1 Legal Description.**

### **9.2 Parcel Map(s).**

### **9.3 General Development Plan.**

The General Development Plan consists of all materials which are part of development approval, including, but not limited to, the following:

- a. Design Build Contract
- b. Administration of Project
- c. Construction Documents
- d. Reimbursement for Specific Site Work
- e. Project Management
- f. Cooperation Agreement
- g. CEQA Evaluation

### **9.4 Memorandum of Lease**

**9.1 ATTACHMENT  
Legal Description**

**The Premises consists of a portion of Assessor Parcel Number 0463-2315900, consisting of 9.83 acres as further depicted in the attached site plan. The Premises shall be further described in a metes and bounds legal description to be prepared by VVCCD and submitted to AVFPD for review and approval. Once approved in writing by AVFPD, the metes and bounds legal description shall be attached to this Lease and incorporated herein.**

**9.2 ATTACHMENT  
Parcel Map(s)**

**9.3 ATTACHMENT  
General Development Plan**

[To be attached following approval by all applicable local, state and federal agencies, including the AVFPD.]

**MEMORANDUM OF GROUND LEASE**

RECORDING REQUESTED BY  
AND WHEN RECORDED RETURN TO:

---

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**MEMORANDUM OF GROUND LEASE**

This MEMORANDUM OF GROUND LEASE ("Lease Memorandum") is effective as of \_\_\_\_\_, 2009 by and between the Victor Valley Community College District ("VVCCD") and the Apple Valley Fire Protection District ("AVFPD"). VVCCD and AVFPD are sometimes referred to herein, collectively, as the "Parties" pursuant to the following:

**RECITALS**

A. As part of its Capital Improvement Plan under Bond Measure JJ, on or about December 9, 2008 the VVCCD Board of Trustees authorized the issuance of a Request for Proposal on a public work of improvement for a Public Safety Training Center through the design-build delivery method under Education Code section 81700, et seq (the "Project").

B. On December 17, 2008, VVCCD published a Request for Proposal for the design-build delivery of a Public Safety Training Center. VVCCD is in the evaluation process to select and award a design-build contract based on "best value."

C. VVCCD has been working towards the delivery of a Public Safety Training Center to be potentially located at the Northwest corner of Navajo Road and Johnson Road in the Town of Apple Valley (APN #0463-2315900) (the "Property"). AVFPD owns the Property in fee after a quit claim transfer from WalMart with a covenant for use for fire "training purposes."

D. The Parties agree it is in the best interests of their respective citizens and fire and safety personnel for VVCCD to develop and operate a Public Safety Training Center on a portion of the Property (the "Premises").

E. The Parties executed that certain Memorandum of Understanding for Acquisition, Development and Use of a Public Training Center on April 14, 2009 (the "MOU"). Among other terms, the MOU includes a requirement that the Parties enter into a written lease for the Premises.

F. The Parties desire to define the terms and conditions under which the AVFPD will lease the Premises to VVCCD and under which the Project is to be designed, constructed, financed, operated, and maintained by VVCCD.

G. VVCCD has an approved budget for the capital improvements and cost of construction for the Project, development, furnishings, and equipment through the passage of Measure JJ, contingent upon funds actually becoming available through means of public finance.

H. Education Code section 81003 authorizes community college districts such as the VVCCD to build campus facilities on public property not owned by VVCCD.

I. Education Code section 81522 authorizes the VVCCD to lease land for a term extending to the expected duration of use of the property.

J. Health and Safety Code section 13861 authorizes AVFPD to acquire any property within the jurisdiction of the AVFPD and to create a leasehold interest in property for the benefit of the AVFPD.

K. Wal-Mart Stores East, LP, has acknowledged and agreed the intended use of the property, including the possible use for general education coursework, is acceptable and consistent with the terms contained in the Agreement for Donation of Real Property between AVFPD and Wal-Mart Stores East, LP, dated November 14, 2007.

L. AVFPD desires to lease the Premises to VVCCD, and VVCCD desires to lease the Premises from AVFPD for the purpose of development in accordance with the agreement of the Parties as set forth in this Lease.

M. Capitalized terms not defined herein shall have the meaning given to them in the Ground Lease.

**NOW, THEREFORE**, the Parties agree as follows:

1. **Lease of Premises.** The Premises is a portion of that certain real property located at the Northwest corner of Navajo Road and Johnson Road in the Town of Apple Valley, California (APN #0463-2315900) consisting of approximately 9.83 acres.

2. **Term Commencement Date.** The Effective Date as provided by the Ground Lease.

3. **Term Expiration Date.** Ninety-nine (99) years from Effective Date.

4. **Permitted Use.** The Premises is to be used for development of the Public Safety Training Center in accordance with the General Development Plan as provided in Section 9.3, and the terms of the Lease.

5. **Purpose of This Lease Memorandum.** This Lease Memorandum is executed for the purpose of being recorded in order to give notice of the Ground Lease. This Lease



Memorandum is not a complete summary of the terms and conditions of the Ground Lease and is subject to, and shall not be used to interpret or modify, the Ground Lease.

The parties hereto have entered into this Memorandum of Ground Lease effective as of the date first written above.

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT:

Date: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

APPROVED AS TO FORM this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

STUTZ ARTIANO SHINOFF & HOLTZ

By: \_\_\_\_\_

APPLE VALLEY FIRE PROTECTION DISTRICT:

Date: \_\_\_\_\_

By: \_\_\_\_\_

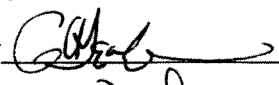
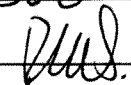
Its: \_\_\_\_\_





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

BOARD CONSENT  BOARD ACTION  BOARD INFORMATION (no action required)

TOPIC: AGREEMENT – DUDEK  
SUBMITTED BY: Al McQuilkin, Program Director, gkkworks  
RECOMMENDED BY: GH Javaheripour   
APPROVED BY: Robert Silverman 

**Description/Background:**

The District wishes to enter into an agreement with DUDEK (Environmental Consultant) to provide environmental consulting services related to District implementation of Bond Measure JJ related projects to assure compliance with the requirements of the California Environmental Quality Act (CEQA).

**Need:**

Bond Measure JJ provides funding to the District to construct an Eastside Center, a Westside Center, update main campus facilities. An Environmental Consulting firm is needed to assure that processing and adoption of Bond Measure JJ project plans and construction activities comply with the requirements of the California Environmental Quality Act (CEQA).

**Fiscal Impact:** Not to exceed \$500,000.00, Locally Bond Funded.

**Recommended Action:**

It is recommended that the Board of Trustees approve the agreement with DUDEK in the amount not to exceed \$500,000.00 for environmental consulting services to complete the work as described in the agreement. This agreement is for the period of August 12, 2009 through June 30, 2010.

**Legal Review:** YES  NOT APPLICABLE

**Reference for Agenda:** YES  NO

**AGREEMENT BETWEEN  
VICTOR VALLEY COMMUNITY COLLEGE DISTRICT  
AND  
DUDEK**

This Agreement ("Agreement"), made this 11th day of August, 2009, by and between the VICTOR VALLEY COMMUNITY COLLEGE DISTRICT, duly organized and existing under and by virtue of the laws of the State of California ("DISTRICT"), and Dudek, a California Corporation, ("CONSULTANT") with reference to the following facts which are acknowledged by each party as true and correct:

RECITALS

A. DISTRICT is a public entity, formed and existing pursuant to the provisions of the California Government and Education Codes.

B. DISTRICT is authorized to enter into consultant agreements for professional services under the provisions of California Government Code section 53060.

C. DISTRICT desires or is in need of as-needed and ongoing professional environmental consulting and traffic engineering services.

D. CONSULTANT has special knowledge, experience and facilities for providing the above professional services.

E. DISTRICT now desires to retain CONSULTANT to accomplish the above design or engineering services, and CONSULTANT is willing to be so retained pursuant to the terms and conditions of this Agreement.

AGREEMENT

NOW, THEREFORE, it is agreed by and between the parties as follows:

OPERATIVE PROVISIONS

1. RESPONSIBILITIES OF CONSULTANT

1.1 CONSULTANT shall undertake to carry on the scope of services as listed in the attached Scope of Services (refer to Exhibit "A"), which is attached to and made a part of this Agreement. To the extent the provisions of Exhibit "A" are ambiguous in relation to the provisions of this Agreement, inconsistent with the provisions of this Agreement, or expand upon the provisions of this Agreement, the provisions of this Agreement shall take precedence and the provisions of Exhibit "A" shall not apply. These duties may be adjusted from time to time as agreed upon in writing by CONSULTANT and DISTRICT. Any additional services authorized by DISTRICT shall be subject to all terms and conditions of this Agreement, except as modified in writing in accordance with Section 24.

1.2 Representations. CONSULTANT will perform the services set out in this Agreement, as contemplated herein, in an efficient, timely, and professional manner, and in accordance with generally accepted standards for performing similar services. It is understood

that DISTRICT, in entering into this Agreement, is relying on CONSULTANT's representations for quality and professional work performed in a timely manner, and CONSULTANT shall perform in accordance with those representations and standards.

1.3. Monthly Written Reports. The assigned Project Manager of CONSULTANT shall prepare and submit to DISTRICT a monthly written report specifying the activities of CONSULTANT pursuant to this Agreement. CONSULTANT shall prepare the monthly written report in a format acceptable to the DISTRICT. CONSULTANT shall submit the monthly written report to the DISTRICT by the second Friday of each month.

## 2. ADMINISTRATION OF AGREEMENT

2.1 DISTRICT appoints its President, or his designee, to administer DISTRICT's rights under this Agreement, and to review the work performed by CONSULTANT pursuant to the scope of services.

2.2 CONSULTANT shall keep the DISTRICT, or his designee or designees, fully informed as to the progress of the work and shall submit to DISTRICT such oral and written reports as DISTRICT may specify.

2.3 This Agreement shall be administered on behalf of the parties hereto, and any notice desired or required to be sent to a party hereunder shall be addressed, as follows:

For DISTRICT:	Robert Silverman, Ph.D.
Address:	Victor Valley Community College District 18422 Bear Valley Road Victorville, CA 92395
Phone:	(760) 245-4271
Facsimile:	(760) 245-9019
E-Mail	silvermanr@vvc.edu

For CONSULTANT:	Frank Dudek President
CONSULTANT:	DUDEK
Address:	605 Third Street Encinitas, CA 92024
Phone:	(760) 479-4227
Facsimile:	(760) 632-0164
E-Mail	fdudek@dudek.com

## 3. TERM

3.1 The term of this Agreement shall be from August 12, 2009 until June 30, 2010.

3.2 Time is of the essence for this Agreement and each provision of this Agreement, unless otherwise specified in this Agreement.

## 4. PAYMENT TO CONSULTANT

4.1 Consideration. In consideration of the services to be performed by CONSULTANT for the DISTRICT as set forth in Section 1, the DISTRICT agrees to pay CONSULTANT the sum of not-to-exceed Five Hundred Thousand Dollars (\$ 500,000.00).

4.2 Additional Services. If DISTRICT desires any additional services ("Additional Services"), CONSULTANT may, upon written request by the DISTRICT, furnish a proposal including an itemized statement of the estimated cost of the Additional Services thereof, and the DISTRICT may modify or alter the proposal, or may reject the proposal in its entirety, at its sole discretion, or may direct the submission of a new proposal which may be accepted, altered or rejected. Upon the written approval of any Additional Services including costs by CONSULTANT and DISTRICT, CONSULTANT shall perform the Additional Services and DISTRICT will pay to CONSULTANT the cost of the Additional Services as agreed in writing. All money due for Additional Services shall be supported by a detailed statement of CONSULTANT showing the basis of said claims, and certified by proper officers of CONSULTANT.

4.3 Payments. Payment of CONSULTANT's fee shall be made in accordance with DISTRICT's normal schedule for issuance of checks. CONSULTANT agrees and acknowledges that it is CONSULTANT's sole responsibility to report as income all compensation received from DISTRICT, and to make the requisite tax filings and payments to the appropriate federal, state and local tax authorities. CONSULTANT shall submit monthly billing invoices for basic services, as defined in Exhibit A, and authorized Additional Services, if any, performed or incurred in the immediately prior month.

## 5. STATUS OF CONSULTANT

5.1 Independent Contractor. It is understood and agreed that DISTRICT is interested only in the results obtained from service hereunder and that CONSULTANT shall perform as an independent contractor with sole control of the manner and means of performing the services required under this Agreement. CONSULTANT shall complete this Agreement according to its own methods of work which shall be in the exclusive charge and control of CONSULTANT and which shall not be subject to control or supervision by the DISTRICT, except as to the results of the work. CONSULTANT is, for all purposes arising out of this Agreement, an independent contractor, and neither CONSULTANT, nor its employees, agents, or representatives shall be deemed an employee of the DISTRICT for any purpose.

5.2 Employee Benefits. CONSULTANT shall be responsible for all salaries, payments, insurance and benefits for all of its officers, agents, representatives and employees in performing services pursuant to this Agreement. It is expressly understood and agreed that CONSULTANT and its employees, agents, and representatives shall in no event be entitled to any DISTRICT benefits to which DISTRICT employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, worker's compensation, sick or injury leave or other benefits.

5.3 Workers' Compensation Insurance. CONSULTANT agrees to procure and maintain in full force and effect Workers' Compensation Insurance covering its employees and agents while these persons are participating in the activities hereunder, as provided in Section 6.1.2 of this Agreement.

5.4 Prevailing Wages. Pursuant to provisions of section 1773 of the Labor Code of the State of California, the City Council has obtained the general prevailing rate of per diem

wages and the general rate for holiday and overtime work in this locality for each craft, classification, or type of workman needed to execute this Agreement, from the Director of the Department of Industrial Relations. These rates are on file with the City Clerk. Copies may be obtained at cost at the City Clerk's office. CONSULTANT shall post a copy of such rates at their office and shall pay the adopted prevailing wage rates as a minimum. If applicable, CONSULTANT shall comply with the provisions of sections 1773.8, 1775, 1776, 1777.5, 1777.6, and 1813 of the Labor Code and any other applicable laws.

Pursuant to the provisions of section 1775 of the Labor Code, CONSULTANT shall forfeit to DISTRICT, as a penalty, the sum of fifty dollars (\$50.00) for each calendar day, or portion thereof, for each laborer, worker, or mechanic employed, paid less than the stipulated prevailing rates for any work done under this Agreement, by him or by any sub-consultant under him, in violation of the provisions of this Agreement.

## 6. INSURANCE

CONSULTANT shall not begin the services under this Agreement until it has: (a) obtained, and upon the DISTRICT's request, provided to the DISTRICT, insurance certificates reflecting evidence of all insurance required in this Section 6; however, DISTRICT reserves the right to request, and CONSULTANT shall submit, copies of any policy upon reasonable request by DISTRICT; (b) obtained DISTRICT approval of each company or companies as required by Section 6; and (c) confirmed that all policies contain the specific provisions required in Section 6.

6.1 Types of Insurance. At all times during the term of this Agreement, CONSULTANT shall maintain insurance coverage as follows:

6.1.1 Commercial General Liability. Commercial General Liability (CGL) Insurance written on an occurrence basis to protect CONSULTANT and DISTRICT against liability or claims of liability which may arise out of this Agreement in the amount of One Million Dollars (\$1,000,000) per occurrence and subject to an annual aggregate of One Million Dollars (\$1,000,000). There shall be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. insured claims or contractual liability.

6.1.2 Workers' Compensation. For all of CONSULTANT's employees who are subject to this Agreement and to the extent required by applicable state or federal law, CONSULTANT shall keep in full force and effect a Workers' Compensation policy. That policy shall provide employers' liability coverage as required by applicable state and/or federal Workers' Compensation laws, and CONSULTANT shall provide an endorsement that the insurer waives the right of subrogation against the DISTRICT and its respective elected officials, officers, employees, agents and representatives. In the event a claim under the provisions of the California Workers' Compensation Act is filed against DISTRICT by a bona fide employee of CONSULTANT participating under this Agreement, CONSULTANT agrees to defend and indemnify the DISTRICT from such claim.

6.1.3 Professional Liability. For all of CONSULTANT's employees who are subject to this Agreement, CONSULTANT shall keep in full force and effect Professional Liability coverage for professional liability with a limit of One Million Dollars (\$1,000,000) per claim and One Million Dollars (\$1,000,000) annual aggregate. CONSULTANT shall



ensure both that: (1) the policy retroactive date is on or before the date of commencement of services under this Agreement; and (2) the policy will be maintained in force for a period of four years after termination of this Agreement or substantial completion of services under this Agreement, whichever occurs last. CONSULTANT agrees that for the time period defined above, there will be no changes or endorsements to the policy that increase the DISTRICT's exposure to loss.

6.2 Insurer Requirements. All insurance required by express provision of this Agreement shall be carried only by responsible insurance companies that are rated "A-" and "V" or better by the A.M. Best Key Rating Guide, and are licensed to do business in the State of California. DISTRICT will accept insurance provided by non-admitted "surplus lines" carriers only if the carrier is authorized to do business in the State of California.

6.3 Deductibles. All deductibles on any policy shall be the responsibility of CONSULTANT and shall be disclosed to DISTRICT at the time the evidence of insurance is provided.

6.4 Specific Provisions Required. Each policy required under this Section 6 shall expressly provide, and an endorsement shall be submitted to DISTRICT, that: (a) the policies are primary and non-contributory to any insurance that may be carried by DISTRICT; and (b) DISTRICT is entitled to thirty (30) days' prior written notice (10 days for cancellation due to non-payment of premium) of cancellation, material reduction, or non-renewal of the policy or policies. Additionally, the CGL and Workers' Compensation policies shall expressly provide, and an endorsement shall be submitted to DISTRICT, that the DISTRICT and its respective officers and employees are additional insureds under the policy.

6.5 Indemnity Not Limited by Insurance. CONSULTANT's liabilities, including, but not limited to, CONSULTANT's indemnity and defense obligations under this Agreement, shall not be deemed limited in any way to the insurance coverage required herein. Maintenance of specified insurance coverage is a material element of this Agreement, and CONSULTANT's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Agreement may be treated as a material breach of contract by DISTRICT.

## 7. AUDIT AND INSPECTION OF RECORDS

At any time during CONSULTANT's normal business hours and as often as DISTRICT may deem necessary, and upon reasonable notice, CONSULTANT shall make available to DISTRICT, or any of its duly authorized representatives, for examination, audit, excerpt, copying or transcribing, all data, records, investigation reports and all other materials respecting matters covered by this Agreement. CONSULTANT will permit DISTRICT to audit and to make audits of all invoices, materials, payrolls, records of personnel and other data related to all matters covered by this Agreement. All material referenced in this Section, including all pertinent cost accounting, financial records, and proprietary data, must be kept and maintained by CONSULTANT for a period of at least four (4) years, or for the period required by law, whichever is greater, after completion of CONSULTANT's performance hereunder, unless DISTRICT's written permission is given to dispose of same prior to that time.

## 8. CONFIDENTIALITY AND USE OF INFORMATION

8.1 Except as otherwise provided by law, all reports, communications, documents and information obtained or prepared by CONSULTANT respecting matters covered by this

Agreement shall not be published without prior written consent of DISTRICT, nor shall CONSULTANT issue any news releases or publish information relating to its services hereunder without the prior written consent of the DISTRICT. CONSULTANT shall hold in trust for the DISTRICT, and shall not disclose to any person, any confidential information. Confidential information is information which is related to the DISTRICT's research, development, trade secrets and business affairs, but does not include information which is generally known or easily ascertainable by nonparties through available public documentation.

8.2 CONSULTANT shall advise DISTRICT of any and all materials used, or recommended for use, by CONSULTANT to achieve the project goals that are subject to any copyright restrictions or requirements. In the event CONSULTANT shall fail to so advise DISTRICT and, as a result of the use of any programs or materials developed by CONSULTANT under this Agreement, DISTRICT should be found in violation of any copyright restrictions or requirements, CONSULTANT agrees to indemnify and hold harmless DISTRICT against any action or claim brought by the copyright holder.

8.3 Ownership of Records. All records created by the CONSULTANT shall become the property of the DISTRICT and shall be subject to state law and DISTRICT policies governing privacy and access to files. The DISTRICT shall have access to and the right to examine all books, documents, papers and records of the CONSULTANT involving transactions and work related to this Agreement. The CONSULTANT shall retain all copies of records for a period of five (5) years from the date of final payment.

## 9. NOTICE

All notices or demands to be given under this Agreement by either party to the other shall be in writing and given either by: (a) personal service, (b) by U.S. Mail, mailed either by certified mail, return receipt requested, with postage prepaid and addressed to the party to whom the notice is directed, or (c) via facsimile transmission (with proof of confirmation by sender). Service shall be considered given when received if personally served or, if mailed, two days after deposit in the United States Mail by certified mail, return receipt requested. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. At the date of this Agreement, the addresses of the parties are as set forth in Section 2 above.

## 10. TERMINATION FOR CAUSE

10.1 DISTRICT may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include: (a) a material violation of any of the covenants, agreements, or stipulations of this Agreement by CONSULTANT, (b) CONSULTANT, through any cause, failing to fulfill in a timely and proper manner its obligations under this Agreement, (c) any act by CONSULTANT exposing DISTRICT to liability to others for personal injury or property damage, or (d) if CONSULTANT is adjudged bankrupt, CONSULTANT makes a general assignment for the benefit of creditors, or a receiver is appointed on account of CONSULTANT's insolvency. Written notice by DISTRICT of termination for cause shall contain the reasons for such intention to terminate and shall specify the effective date thereof. Unless prior to the effective date of the termination for cause the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall cease and terminate on the effective date specified in the written notice by DISTRICT.

10.2 In the event of such termination, CONSULTANT shall be paid the reasonable value of satisfactory services rendered up to the date of receipt of the notice of termination in accordance with this Agreement, less any payments theretofore made, as determined by DISTRICT, not to exceed the amount payable herein, and CONSULTANT expressly waives any and all claims for damages or compensation arising under this Agreement in the event of such termination, except as set forth herein.

#### 11. TERMINATION FOR CONVENIENCE OF DISTRICT

11.1 DISTRICT may terminate this Agreement at any time and for any reason by giving written notice to CONSULTANT of such termination, and specifying the effective date thereof, at least fifteen (15) days prior to the effective date.

11.2 If the Agreement is terminated as provided in this Section, CONSULTANT shall be entitled to receive compensation for any satisfactory work completed up to the receipt by CONSULTANT of notice of termination, less any payments theretofore made and not to exceed the amount payable herein, and for satisfactory work completed between the receipt of notice of termination and the effective date of termination pursuant to a specific request by DISTRICT for the performance of such work.

#### 12. PERFORMANCE AFTER TERMINATION

Upon termination of this Agreement as provided herein, CONSULTANT shall, within such reasonable time period as may be directed by DISTRICT, complete those items of work which are in various stages of completion and which City Manager determines are necessary to be completed by CONSULTANT to allow the project to be completed in a timely, logical, and orderly manner. Upon termination, all finished or unfinished documents, data, studies, surveys, drawings, models, photographs, reports, and other materials prepared by CONSULTANT shall be delivered, upon request, as property of DISTRICT.

#### 13. DEFENSE AND INDEMNIFICATION

13.1 Indemnity for Professional Liability. Except for the sole negligence or willful misconduct of DISTRICT, CONSULTANT shall, to the fullest extent permitted by law, hold harmless, protect, defend (with attorneys approved by DISTRICT) and indemnify the DISTRICT, its council and each member thereof, its officers, employees, representatives and their successors and assigns from and against all losses, liabilities, claims, suit, damage, expenses, cost, including reasonable attorney's fees and costs, and expert costs and investigation expenses, caused in whole or in part by the negligent, reckless or wrongful acts, errors or omissions of CONSULTANT in the performance of the professional services under this Agreement and those of CONSULTANT's sub-consultants or anyone for whom CONSULTANT is liable regardless of whether or not such claim, loss or liability is caused in part by a party indemnified hereunder.

13.2 Indemnity for Other than Professional Liability. With respect to operations other than the performance of the professional services under this Agreement, CONSULTANT shall, to the fullest extent permitted by law, hold harmless, protect, defend (with attorneys approved by DISTRICT) and indemnify the DISTRICT, its council, and each member thereof, its officers, agents, employees, representatives, and their successors and assigns, from and against any and all losses, liabilities, claims, suit damage, expenses and costs including reasonable attorney's fees and costs, and expert costs and investigation expenses ("Claims"), which arise

out of or are in any way connected to the performance of CONSULTANT, its officers, employees, representatives, subcontractors, or agents under this Agreement regardless of whether or not such claim, loss or liability is caused, in part by a party indemnified hereunder. CONSULTANT shall have no obligation, however, to defend or indemnify DISTRICT if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of DISTRICT.

13.3 General Indemnity Provisions. This indemnity is in addition to any other rights or remedies which DISTRICT may have under the law or this Agreement. In the event of any claim or demand made against any party which is entitled to be indemnified hereunder, DISTRICT may, at its sole discretion, reserve, retain or apply any monies due to CONSULTANT under this Agreement for the purpose of resolving such claims; provided however, that DISTRICT may release such funds if CONSULTANT provides DISTRICT with reasonable assurances of protection of the DISTRICT's interest. The DISTRICT shall, in its sole discretion determine whether such assurances are reasonable.

CONSULTANT agrees that its duty to defend the indemnities arises upon an allegation of liability based upon the performance of services under this Agreement by CONSULTANT, its officers, agents, representatives, employees, sub-consultants, or anyone for whom CONSULTANT is liable and that an adjudication of CONSULTANT's liability is not a condition precedent to CONSULTANT's duty to defend.

#### 14. CONFLICT OF INTEREST

CONSULTANT shall be bound by the requirements of the FPPC (Fair Political Practice Commission) and state law with regard to disclosure of financial interests and prohibited conflicts of interest.

14.1 Prior to execution of this Agreement, CONSULTANT shall disclose in writing to DISTRICT any and all compensation, actual or potential, which CONSULTANT may receive in any form from a party other than DISTRICT as a result of performance of this Agreement by CONSULTANT. If CONSULTANT becomes aware of the potential for such compensation subsequent to the execution of this Agreement, CONSULTANT shall disclose such compensation within three (3) working days of becoming aware of the potential for such compensation.

14.2 Prior to or concurrent with making any recommendation of any products or service for purchase by the DISTRICT, CONSULTANT shall disclose any financial interest that CONSULTANT may have in any manufacturer or provider of the recommended products or services. The term "financial interest" includes, but is not limited to, employment (current or prospective) or ownership interest of any kind and degree.

14.3 CONSULTANT shall not conduct business for third parties which may be in conflict with CONSULTANT's responsibilities under this Agreement. CONSULTANT may not solicit any business during the term of this Agreement which conflicts with its responsibilities under this Agreement. CONSULTANT shall provide no services for any private client within the corporate boundaries or sphere of influence of DISTRICT during the period of this Agreement which may constitute a conflict of interest.

15. ASSIGNMENT

No portion of this Agreement or any of the work to be performed hereunder may be assigned or delegated (including hiring and retaining use of any other person or entity for any purpose, except for those certain subconsultants specifically included in the attached "Scope of Services") by CONSULTANT without the express written consent of DISTRICT, nor may any interest in this Agreement be transferred (whether by assignment or novation) by CONSULTANT without the express written consent of DISTRICT, and without such consent all services hereunder are to be performed by CONSULTANT, its officers, agents and employees. However, claims for money due or to become due to CONSULTANT from DISTRICT under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished promptly to DISTRICT. Any assignment requiring approval may not be further assigned without DISTRICT approval.

16. SURVIVAL

CONSULTANT's representations, insurance and indemnity obligations, and performance obligations post-termination shall survive termination of this Agreement.

17. COMPLIANCE WITH APPLICABLE LAWS

CONSULTANT agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to CONSULTANT, CONSULTANT's business, equipment and personnel engaged in activities covered by this Agreement or arising out of the performance of such activities.

18. PERMITS/LICENSES

CONSULTANT and all of CONSULTANT's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this Agreement.

19. NONDISCRIMINATION IN EMPLOYMENT

CONSULTANT agrees that it will not engage in unlawful discrimination in employment and shall comply with all applicable laws and regulations of DISTRICT and/or all other relevant government agencies, including, but not limited to, the California Department of Fair Employment and Housing and the Federal Equal Employment Opportunity Commission. Also, CONSULTANT certifies and agrees that all persons employed by CONSULTANT, its affiliates, subsidiaries and related entities, if any, will be treated equally by CONSULTANT, without unlawful discrimination based upon creed, sex, race, national origin, or any other classification prohibited by state or federal law. If DISTRICT finds that any of the provisions of this Section have been violated, such violation shall constitute a material breach of this Agreement, upon which DISTRICT may determine to cancel, terminate, or suspend this Agreement. While DISTRICT reserves the right to determine independently that the anti-discrimination provisions of the Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or California Department of Fair Employment and Housing, or successor agency, or the Federal Equal Employment Opportunity Commission, or successor agency, that CONSULTANT has violated state or federal anti-discrimination laws relative to this Agreement shall constitute a finding by DISTRICT that CONSULTANT has violated the anti-discrimination provisions of this Agreement.

20. NON-WAIVER

The failure of DISTRICT or CONSULTANT to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition. Payment to CONSULTANT of compensation under this Agreement shall not be deemed to waive DISTRICT's rights or CONSULTANT's rights contained in this Agreement.

21. SEVERABILITY

If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, invalid, or void, the remaining provisions will nevertheless continue in full force and effect and shall not be affected, impaired or invalidated in any way.

22. DISPUTES

In the event that any action is brought by either party to construe this Agreement or enforce any of its terms, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs incurred, whether or not the matter proceeds to judgment.

23. REMEDIES

The rights and remedies of the DISTRICT provided in this Agreement are not intended to be exclusive, and are in addition to any other rights and remedies permitted by law.

24. ENTIRE AGREEMENT/AMENDMENT

This Agreement and any exhibits attached hereto constitute the entire agreement between the parties and supersede any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the Agreement.

25. GOVERNING LAW/VENUE

The terms and conditions of this Agreement shall be governed by the laws of the State of California. Any action or proceeding brought by any party against any other party arising out of or related to this Agreement shall be brought exclusively in Riverside County.

26. BINDING AGREEMENT

This Agreement is intended to be binding on the parties and their respective successors and assigns.

27. NUMBER

The plural shall include the singular, and the singular shall include the plural and neuter wherever the context so indicates or requires.

28. WARRANTY OF AUTHORITY

Each of the parties signing this Agreement warrants to the other that it has the full authority of the entity on behalf of which its signature is made.

29. COUNTERPARTS

This Agreement may be executed in counterparts, all of which taken together will be considered one original document.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

VICTOR VALLEY COMMUNITY  
COLLEGE DISTRICT

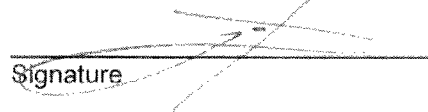
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**Dudek**  
CONSULTANT **Frank Dudek**  
**President**

\_\_\_\_\_  
Name/title of signatory [please print]

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Name/title of signatory [if necessary]

  
\_\_\_\_\_  
Signature

**NOTE:** If this Agreement involves a corporate party, the corporation must be represented by two individuals as follows: (A) one from the corporation's "Operational Group" (Chair of the board, President or a Vice-president) and; (B) one from the corporation's "Financial Group" (Secretary, Assistant secretary, Chief financial officer or an Assistant treasurer). See California Corporations Code section 313.

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#### Eastside Center

- **Task 1 – Project Description Development**

Development of the project description will be the most important step into starting the CEQA process for the Eastside Center. Detailed project information such as use descriptions, square footages, hours of operation, construction equipment, duration of operations, duration and type of equipment used on site, specifics on the fire tower, or other “prop” buildings will be needed for the project description. It is assumed that the District and the Design Build Team will provide any requested information to Dudek. Dudek will be responsible for writing out the project description for the District to review and approve for accuracy prior to start of the Initial Study preparation.

- **Task 2 – Town processing/entitlement support**

Since the proposed Eastside Center is being constructed in the Town of Apple Valley, there will be some level of interface with the Town on the proposed project’s CEQA document. Specifically, Dudek will interface with the Town related to Specific Plan consistency. It is assumed in this scope that Dudek will provide a CEQA document for the 9 acres being leased by the District. This does not assume analysis of a larger project or a project that would be owned/maintained by other entities (such as the Fire District). It is assumed that the Design Build Team will process all development applications through the Town, and Dudek will provide any environmental documentation or clarifications on the District’s CEQA process if requested by the Town.

- **Task 3 - Prepare Technical Studies, Review Existing Technical Reports**

Prior to the preparation of the Initial Study described in Task 4 below, Dudek will review any relevant previously prepared technical reports related to the District’s project site for CEQA adequacy. If the reports are deemed not adequate, then Dudek will prepare, or have prepared supplemental technical analysis needed for the CEQA documentation. Based on what the District has provided to Dudek, we assume that the following studies will be required to support the CEQA analysis for the Eastside Center. It is assumed for this scope of services that the District will provide the following reports, or that existing documents will be sufficient related to the following: hydrology, water quality issues, geotechnical and Phase I Environmental Site Assessment. Any analysis or data related to these areas will not be provided by Dudek, and if required to do so, will require a change order to our scope of services.

Task 3.1 Biological Resources Technical Report – will include a jurisdictional delineation, vegetation mapping, rare plant survey, ground squirrel habitat assessments, and burrowing owl assessments. The Letter Report will also include a discussion of the general biological resources on site, discuss impacts and offer relevant mitigation



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measures to address the impacts. The results will be provided in a Technical Report Letter format.

Task 3.2 – Cultural Resources Assessment – it will be assumed that review of previously prepared cultural resources surveys for the Wal-Mart Distribution Center will be adequate for the CEQA analysis for this project. However, should the existing reports not be suitable, Dudek will utilize its in-house experts to prepare a records search, and if need site survey related to the cultural resources that may be on the site. Recommendations related to mitigation measures will be provided if necessary.

Task 3.3 – Paleontological Resources Assessment - it will be assumed that review of previously prepared cultural resources surveys for the Wal-Mart Distribution Center will be adequate for the CEQA analysis for this project. However, should the existing reports not be suitable, Dudek will utilize its in-house experts to prepare a general analysis related to proposed impacts and mitigation measures that could be incorporated into the CEQA document related to paleontological resources.

Task 3.4 – Air Quality Analysis – will be prepared for the specific project. The District will provide any requested construction and operational information to Dudek. The Air Quality Analysis will include an analysis of the criteria pollutants, as well as address greenhouse gas emissions. The air quality analysis will address only the District's proposed project and will offer mitigation measures that the local AQMD recommends.

Task 3.5 – Traffic Impact Analysis – Linscott Law and Greenspan (LLG) as a sub to Dudek will prepare the traffic impact analysis related to the proposed Eastside Center. Their scope of work is attached.

- **Task 4 – Prepare Screencheck Initial Study/Mitigated Negative Declaration**

Using the District's preferred format, or Appendix G of the CEQA Guidelines as a base, Dudek will prepare an Initial Study Checklist based on the technical analysis from Task 3 and any other information supplied by the District. The Initial Study will be the documentation of how the project will mitigate its impacts to less than significant levels. One electronic copy of the Screencheck Initial Study will be provided for the District. The District shall comment and provide edits to the Initial Study documentation. It is assumed for our cost estimate that only one round of revisions from the District and/or its legal counsel will be required.

- **Task 5 – Prepare Public Review Initial Study/Mitigated Negative Declaration**

Once the District has provided Dudek with written comments and edits to the Initial Study document prepared under Task 4 above, Dudek will prepare the final version of the Initial Study/Mitigated Negative Declaration (MND) for public review. Dudek will

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prepare and post the required CEQA notices at the San Bernardino County Clerk and State Clearinghouse on behalf of the District. The District will sign and pay all required CEQA noticing fees. It will be the District's responsibility to post and provide viewing copies of the Initial Study/MND for the public, per CEQA.

- **Task 6 – Prepare Screencheck Final Mitigated Negative Declaration**

Once the 30-day public review period has ended, Dudek will prepare general response to comments on any public comment letters received during the public review period. This scope of work assumes up to 75 comments (it should be noted that one comment letter may entail several individual comments). The Final MND will include the response to comments, the original comment letters, the public review copy of the Initial Study/MND, as well as the Mitigation Monitoring and Reporting Program (MMRP).

- **Task 7 – Project Management**

Project management will include preparing the invoicing as well as the monthly reports to the District. Project management duties of Dudek will also include keeping track of our tasks, milestones, schedules and deliverables. Dudek will also be interfacing with LLG on their invoicing and monthly status reports to the District.

- **Task 8 – Meetings**

It is assumed that Dudek will attend up to 6 meetings related to the Eastside Center. Meetings will include team meetings, meetings with Apple Valley, and District Board meetings. This task assumes time to prepare for the meeting (which may include pre-meetings), attend the meeting and prepare meeting notes for distribution to the team.

#### **Assumptions for Eastside Center**

Besides the various assumptions discussed above under specific tasks, the following assumptions are also built into our scope of services and associated budgets. Deviations from these assumptions can be accommodated under a separate scope of work and cost estimate.

- A mitigated negative declaration will be able to be supported by the project analysis. Should the project create significant impacts that cannot be mitigated to a less than significant level, then an Environmental Impact Report will be required. Dudek's enclosed scope of services does not include the preparation of an EIR for the Eastside Center.
- SWPPP and other documents related to treatment of water on site would be provided by the project design engineer.
- The following number of copies have been assumed:

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- 10 hard copies of the 1<sup>st</sup> Screencheck Draft IS/MND
  - 25 hard copies of the Public Review Draft IS/MND
  - 1 electronic copy of the Public Review Draft IS/MND (for further reproduction by the District and/or posting on the District's website)
  - 10 hard copies of the 1<sup>st</sup> Screencheck Draft Final IS/MND/MMRP
  - 10 hard copies of the Final IS/MND/MMRP
- The CEQA document will only cover the District's Eastside Project, not the Fire District's 3 acre project site.
  - The CEQA document will be prepared assuming the District is the Lead Agency and therefore maintains control/provides direction regarding the preparation, content and format of the IS/MND.

#### Westside Center

- **Task 1 – Project Description Development**

Development of the project description will be the most important step into starting the CEQA process for the Westside Center. Detailed project information such as the site layout, access, utility extensions, use descriptions, square footages, hours of operation, construction equipment, duration of operations, duration and type of equipment used on site, will be needed for the project description. Dudek will assist in the project description scoping/development by interpreting and providing input on existing condition information prepared to date and/or gathered as a component of this consulting agreement contract. It is assumed that the District and the Design Build Team will provide any requested information to Dudek. Dudek will be responsible for preparing a draft of the project description for the District to review and approve for accuracy prior to start of the Initial Study preparation.

- **Task 2 – City of Hesperia processing/entitlement support**

Since the proposed Westside Center is being constructed in the City of Hesperia, there will be some level of interface with the City on the proposed project's CEQA document. Specifically, Dudek will interface with the City related to Specific Plan and General Plan consistency, discussions of potential entitlements necessary to support development of the project site and whether the City would be a responsible agency for the project under CEQA.

- **Task 3 – Prepare Technical Studies, Review Existing Technical Reports**

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Prior to the preparation of the Initial Study described in Task 4 below, Dudek will review any relevant previously prepared technical reports related to the District's project site for CEQA adequacy. If the reports are deemed not adequate, then Dudek will prepare, or have prepared supplemental technical analysis needed for the CEQA documentation. Based on what the District has provided to Dudek, we assume that the following studies will be required to support the CEQA analysis for the Westside Center. It is assumed for this scope of services that the District will provide the following reports, or that existing documents will be sufficient related to the following: hydrology, water quality issues, geotechnical and the Phase I Environmental Site Assessment. Any analysis or data related to these areas will not be provided by Dudek, and if required to do so, can be accommodated under a separate scope of work and cost estimate.

**Task 3.1 - Biological Resources Technical Report** – Dudek will include a formal jurisdictional wetland delineation, vegetation mapping, rare plant survey and wildlife reconnaissance (including desert tortoise and burrowing owl) assessments. The Letter Report will also include a discussion of the general biological resources on site, discuss impacts and offer relevant mitigation measures to address the impacts. Dudek will also prepare a Joshua Tree Protection Plan.

**Task 3.2 – Hazardous Materials Update/Input** – Dudek hazardous waste professionals will visit the project site to assess current use conditions and reanalyze the conditions in the context of the 2005 Phase I Environmental Site Assessment. Dudek will order an environmental hazards database search from Environmental Data Resources to determine if any new onsite or nearby hazardous sites have been recorded since the 2005 survey. It is assumed that the conditions found onsite in 2005, which did not yield concern for environmental contamination, would be similar. Dudek would prepare a brief letter report outlining the findings of this study.

**Task 3.3 – Air Quality Analysis** – will be prepared for the specific project. The District will provide any requested construction and operational information to Dudek. The Air Quality Analysis will include an analysis of the criteria pollutants, as well as address greenhouse gas emissions. This analysis will also include a discussion of global climate change. The approach to the global climate change analysis will reflect the District's approach as well as the contemporary thought regarding this issue by other similar lead agencies and any state leadership (ie, the Governor's Office of Planning and Research and the Attorney General's Office). The air quality analysis will address only the District's proposed project and will offer mitigation measures that the local AQMD recommends. This discussion will also include

**Task 3.4 – Noise Impact Analysis** - Dudek will prepare an acoustical evaluation of noise issues related to the proposed project. The evaluation will assess the ambient traffic noise associated with the adjacent roadway system, and compare this to adopted noise criterion for the proposed use. Project-generated noise will also be evaluated to determine if noise levels from campus activities and parking lot use would have the

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potential to create nuisance for adjacent land uses, or to exceed adopted standards in the City of Hesperia's General Plan Noise element or Noise Ordinance. Short-term noise impacts associated with construction equipment will also be evaluated using previously published data.

- **Task 3.5 – Traffic Impact Analysis** – LLG as a sub to Dudek will prepare the traffic impact analysis related to the proposed Westside Center. LLG's scope of work is attached to this document.

- **Task 4 – Prepare Screencheck Initial Study/Notice of Preparation**

Using the District's preferred format, or Appendix G of the CEQA Guidelines, Dudek will prepare an Initial Study Checklist based on the technical analysis from Task 3 and any other information supplied by the District. The Initial Study will be the outline of the issues that will and will not be addressed in the forthcoming Environmental Impact Report (EIR) for the Westside Center. Dudek's approach is to provide a detailed initial study documenting the basis for not including issue areas in the EIR. Also, the Initial Study is used to clearly communicate to the public the issues and nature of the analysis that will be included in the EIR. The District shall comment and provide edits to the Initial Study documentation. It is assumed for our cost estimate that only one round of revisions from the District and/or its legal counsel will be required.

- **Task 5 – Prepare Public Review Initial Study/Notice of Preparation**

Once the District has provided Dudek with written comments and edits to the Initial Study document prepared under Task 4 above, Dudek will prepare the final version of the Initial Study/Notice of Preparation (NOP) for the 30-day public review period. Dudek will prepare and post the required CEQA notices at the County Clerk and State Clearinghouse on behalf of the District. The District will sign and pay all required CEQA noticing fees. It will be the District's responsibility to post and provide viewing copies of the Initial Study/NOP for the public, per CEQA. Dudek can assist the District with posting the NOP/Initial Study on its website.

- **Task 6 – Prepare Screencheck Draft EIR**

Once the 30-day public review period has ended, Dudek will begin preparing the Screencheck Draft EIR. The Draft EIR will be based upon the issue areas the Initial Study indicated would be addressed in the EIR. The substantiation for the Draft EIR analysis will be based upon the Technical Analysis prepared under Task 3 above. Additional information may be required of the District and its engineers. It is assumed that any information Dudek requests for the preparation of the Draft EIR will be provided. The District will be provided one electronic copy of the Draft EIR and its technical appendices for review and comment. It is assumed for our budget that only one

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round of revisions, packaged as one document incorporating any and all District and/or legal counsel comments will be transmitted to Dudek.

- **Task 7 – Prepare Second Screencheck**

Based on the District's comments, Dudek will prepare a second screencheck Draft EIR for final review by the District. The Draft EIR will consist of text, graphics, and appendices, and will also include a complete and comprehensible Executive Summary. Dudek will assemble, notice, and distribute the Draft EIR for public review. Dudek will also prepare a Notice of Completion (NOC) in the form of the most recently updated CEQA Guidelines for review and approval by the District prior to public distribution with the Draft EIR.

- **Task 8 - Public Review Draft EIR**

Dudek will incorporate any final edits from the District into the Public Review Draft EIR. Dudek will assist the District with Public Review Draft EIR distribution including sending the required copies to the State Clearinghouse (along with Notice of Completion and Notice of Availability), assisting with publication in the local newspaper(s) and distribution of the Notice of Availability to the San Bernardino County Clerk's Office.

- **Task 9 – Prepare Screencheck Final EIR/MMRP/Findings**

Dudek will respond to public comments on the Draft EIR, provide responses to comments and revisions to the Draft EIR text. For purposes of cost estimation, it is assumed that Dudek will respond to up to 200 comments on the Draft EIR (note that a single comment letter may contain multiple comments). Dudek assumes that comments received related to technical items prepared by other team members would be addressed by the appropriate individual and provided to Dudek for final incorporation into the Final EIR document. Dudek will provide the District with a Screencheck Draft Final EIR for review and comment.

The Mitigation Monitoring and Reporting Program (MMRP) will be developed at the Final EIR stage and will include monitoring team qualifications, specific monitoring activities, a reporting system and criteria for evaluating the success of the mitigation measures. Mitigation measures contained in the EIR will be developed in consideration of future monitoring requirements and will be written in sufficient detail and reference the appropriate implementing permits such as grading permits, final maps, and landscape plans. The draft MMRP will be submitted to the District for review and comment.

Dudek will prepare a draft of the CEQA Findings for review and comment.

- **Task 10 – Final EIR**

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Dudek will incorporate the District's comments into the Final EIR, MMRP and Findings and assist the District in distribution of the document to final recipients. Once the EIR has been certified by the District Board, Dudek will prepare and file the Notice of Determination with the State Clearinghouse and San Bernardino County Clerk's Office. Dudek would collect a check for the Clerk's filing fee and the California Department of Fish and Game filing fee to submit with a copy of the Notice of Determination.

- **Task 11 – Project Management**

Project management will include preparing the invoicing as well as the monthly reports to the District. Project management duties of Dudek will also include keeping track of our tasks, milestones, schedules and deliverables. Dudek will also be interfacing with LLG on their invoicing and monthly status reports to the District.

- **Task 12 – Meetings**

It is assumed that Dudek will attend up to 8 meetings related to the Westside Center. Meetings will include team meetings, meetings with Hesperia, and District Board meetings. This task assumes time to prepare for the meeting (which may include pre-meetings), attend the meeting and prepare meeting notes for distribution to the team.

#### Assumptions for Westside Center

Besides the various assumptions discussed above under specific tasks, the following assumptions are also built into our scope of services and associated budgets. Deviations from these assumptions can be accommodated under a separate scope of work and cost estimate.

- SWPPP and other documents related to treatment of water on site would be provided by the project design engineer.
- The following number of copies have been assumed:
  - 10 hard copies of the IS/NOP
  - 50 hard copies of the IS/NOP
  - 1 digital copy of the IS/NOP
  - 10 hard copies of the 1<sup>st</sup> Screencheck Draft EIR
  - 10 hard copies of the 1<sup>st</sup> Screencheck Draft EIR Appendices
  - 10 hard copies of the 2<sup>nd</sup> Screencheck Draft EIR
  - 25 hard copies of the Public Review Draft EIR
  - 15 CDs of the Public Review Draft EIR (for distribution to the State Clearinghouse)
  - 5 hard copies of the Public Review Draft EIR Appendices
  - 1 digital copy of the Public Review Draft EIR

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- 1 electronic copy of the Public Review Draft IS/MND (for further reproduction by the District and/or posting on the District's website)
  - 10 hard copies of the 1<sup>st</sup> Screencheck Draft Final EIR/MMRP/Findings
  - 10 hard copies of the Final EIR/MMRP/Findings
- The CEQA document will be prepared assuming the District is the Lead Agency and therefore maintains control/provides direction regarding the preparation, content and format of the EIR.

#### **Other Planning/Consulting (Including Main Campus Projects)**

Dudek would provide as needed environmental/planning consulting services for the main campus or other projects which have yet to be defined. Tasks may include assistance with due diligence reports, CEQA documentation approaches, preparation of CEQA documents/notices, MMRP implementation memos, technical studies, assistance with City/Town entitlement planning exercises, etc. As these tasks are identified, Dudek will provide a specific scope of work and cost estimate for approval by the District.

#### **Cost Estimate**

All labor, subconsultant labor and direct costs would be billed in accordance with Dudek's 2009 Standard Schedule of Charges, a copy of which is attached. All subconsultant fees would be billed in accordance with standard rate sheets (LLG's is attached).

Please note that the budget numbers included in the cost spreadsheet estimate for the "Other As-Needed Environmental Consulting Services" are simply an estimate. All project-specific scope of work and cost estimates would be billed in accordance with Dudek's (and subconsultant's) Standard Schedule of Charges.

It should be noted that the attached spreadsheet reflects a contract amount of \$527,205.00 rather than the \$500,000.00 that is reflected in the contract language on page 3. The difference (\$27,205.00) is attributed to scope of work items described above which may not be completed by the expiration of the contract on June 30, 2010. If progress on the project exceeds the anticipated pace and necessitates the additional funds beyond the \$500,000.00 noted on page 3 of the contract, a contract/budget amendment approval by the District would be required.





## SCOPE OF WORK FOR THE WEST SIDE PROJECT

### TASK A: WEST SIDE PROJECT

Task A focuses to preparing a traffic impact study for the “West Side Project”. As we understand it, the “West Side Project” will consist of a 124,000 square foot (SF) Workforce Development Center to be located on the southeast corner of the intersection of US Highway 395 and Main Street in the City of Hesperia. Pursuant to our discussions, we understand that the preparation of a traffic impact study is required as part of the entitlement process for the proposed project and will be included in the Environmental Impact Report (EIR) to be prepared for this project.

#### Task A1: Project Mobilization

- A1.1 Review traffic information as may be available from prior traffic studies in the area including the specific plan and determine what data, if any may be utilized.
- A1.2 Confirm the development description with the Victor Valley Community College District staff, work schedule, and assumptions to be utilized in the traffic study. Discuss assumptions to be used associated with the project completion year and anticipated phasing, if any. Obtain a current project site plan that illustrates the access scheme to the project site in both hard copy and digital formats.
- A1.3 Contact City of Hesperia staff to discuss the project and analysis criteria, confirm the study approach, identify pertinent traffic issues and concerns, and formalize the Scope of Work for the traffic study.
- A1.4 In consultation with City staff, prepare a scope of work agreement detailing the study area, assumptions and overall traffic study requirements, and submit to City staff for review and approval.

#### Task A2: Data Collection and Research

- A2.1 Visit the project study area to confirm existing conditions with respect to existing site development, local area development, site access, parking use, and areas of congestion in order to verify our overall understanding of traffic conditions in the area that might affect this project.
- A2.2 In conjunction with Task A2.1, document the existing roadway striping, traffic control measures, curbside parking restrictions, adjacent intersection configurations, and other pertinent roadway features.

Engineers & Planners  
Traffic  
Transportation  
Parking

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William A. Law, PE (Ret.)  
Paul W. Wilkinson, PE  
John P. Keating, PE  
David S. Shendar, PE  
John A. Boorman, PE  
Clare M. Look-Jaeger, PE  
Richard E. Barretto, PE  
Kail D. Maberry, PE

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- A2.3 Obtain existing street improvement plans/striping plans for key roadways in the immediate vicinity of the project site. Compile information with regards to planned street improvements in the project study area.
- A2.4 Conduct AM peak period and PM peak period traffic volume counts with truck classifications at up to fifteen (15) key study intersections. The traffic counts will be conducted between the hours of 7:00 AM and 9:00 AM and 4:00 PM and 6:00 PM. These traffic volume data will be utilized in the traffic impact analysis for the project. The exact number and location of the study intersections to be evaluated in the project traffic study will be determined based on application of the "50 trip threshold" criteria contained in the San Bernardino County CMP. Should City staff request traffic counts and/or analysis at additional study intersections beyond a total of 15 locations, an amendment to our contract will be necessary.
- A2.5 Research data at the City of Hesperia and recent traffic impact studies prepared for developments in the project vicinity regarding the status of other proposed developments (related projects) in the area that may contribute cumulative impacts to the adjacent street system and study locations in the vicinity of the proposed project. The compiled list of related projects will be forwarded for review and approval by City staff.

Task A3: Trip Generation, Distribution, and Assignment

- A3.1 Prepare trip generation forecasts for the proposed project for a typical weekday over a 24-hour period, as well as for the commuter AM and PM peak hours. The trip generation forecasts will either be derived based on the operations of the proposed facility or from trip rates listed in *Trip Generation*, 8<sup>th</sup> Edition, published by the Institute of Transportation Engineers (ITE) in 2008.
- A3.2 Request SANBAG/SCAG staff to prepare select zone model runs for the proposed project. This will be done for the AM and PM peak periods so as to determine the overall project traffic distribution pattern. The distribution patterns will be submitted for review and approval by City staff prior to finalization and will be used to formalize the study area. Assign the forecasted AM and PM peak hour trips expected to be generated by the proposed project to the study intersections based on existing and anticipated traffic patterns to and from the project site, as well as the SCAG select zone model runs for the project.
- A3.3 Prepare trip generation forecasts for the related projects for a typical weekday over a 24-hour period, as well as for the commuter AM and PM peak hours utilizing the ITE *Trip Generation* publication. The AM and PM peak hour trips expected to be generated by the related projects will be distributed and assigned to the local street system.

Task A4: Formulation of Near-Term and Long-Term Future Traffic Volumes

- A4.1 Contact SANBAG/SCAG staff and formally request preparation of County approved computer traffic model runs for Year 2000 baseline conditions and Year 2030 buildout conditions for daily traffic and for the AM and PM peak periods.
- A4.2 Project future near-term traffic volumes using the following methodology:
- a. Peak period traffic volumes will be converted to peak hour (i.e., one-hour) traffic volumes using a conversion factor of 0.38 for the AM peak hour and 0.28 for the PM peak hour;
  - b. Using the model run data associated with the year 2000 and 2030 conditions provided by SCAG/SANBAG, the modeled volumes will be reviewed on a "screenline" basis throughout the project study area in order to determine the projected rate of growth; and
  - c. Based on this determination, the growth rate will be applied to the existing AM and PM peak hour traffic volumes in order to formulate the near-term pre-project traffic volumes, with cumulative project traffic added as well.
- A4.3 Year 2030 cumulative traffic volume forecasts will be determined through utilization of the SCAG traffic model output via the following methodology:
- a. Calculate the difference between the Year 2000 baseline and the Year 2030 buildout peak period traffic volumes and convert to AM and PM peak hour (i.e., one-hour) link traffic volumes;
  - b. Link traffic volumes (i.e. two-way directional traffic volumes on each roadway segment) will be post-processed using the County approved "b-turns" program and the relationship of the base year validation model run output to the base year "ground" traffic counts.

Task A5: Project Evaluation and Mitigation Analysis

- A5.1 Prepare AM peak hour and PM peak hour Level of Service (LOS) calculations at up to 15 study intersections for existing conditions, as well as for future near-term and future long-term (Year 2030) conditions, both without and with the proposed project to determine the potential impacts of the proposed project.
- A5.2 Utilize the City of Hesperia and County of San Bernardino CMP approved capacity analysis methodology (i.e. Highway Capacity Manual 2000 methodology) for the determination of the intersection Levels of Service for



- A6.2 Review the proposed access and internal circulation scheme of the proposed project and provide comments regarding the on-site circulation/parking lot layout and design, ingress and egress safety opportunities and constraints, adequate sight distances at project driveways, pedestrian circulation, service/delivery truck access and loading areas, locations of proposed driveways with respect to existing (conflicting) driveways, striping configurations, and median modifications, if any.

Task A7: Preparation of the Traffic Impact Study

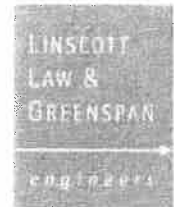
- A7.1 Prepare a Screencheck Traffic Report that details all of the above-mentioned items including our analysis, findings and conclusions. The Screencheck Traffic Report will be suitably documented with tabular, graphic and appendix material. The report will be submitted for screencheck review by the appropriate members of the project team and the City of Hesperia.
- A7.2 If necessary, revise the screencheck report based on project team and City comments and submit a Draft Traffic Report to Dudek for inclusion into the project's Draft Environmental Impact Report (DEIR). The Draft Traffic Report will be suitably documented with all tabular, graphic and appendix materials.

Task A8: Attendance at Meetings

- A8.1 This proposal assumes preparation for and attendance by LLG at up to four (4) meetings with the project team and/or City staff. For fee estimating purposes, the average length of each meeting is assumed to be five (5) hours and will be attended by the Project Manager.
- A8.2 Prepare for and attend a total of two (2) public hearings to include one Planning Commission meeting and one City Council meeting with the City of Hesperia. This component includes preparation of specific presentation materials on traffic issues. For budgeting purposes, the average length of each public hearing is assumed to be eight (8) hours and will be attended by the Project Manager.

Task A9: Response to Comments

- A9.1 Coordinate with the project team and/or City staff regarding traffic-related comments received during the circulation of the DEIR.
- A9.2 Prepare and submit draft written responses to traffic-related comments received at public hearing on the project and comments on the Traffic Section of the Draft EIR during the public review process. Update the responses, if necessary based on City and/or project team comments and submit final draft for inclusion in the Final EIR.



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Transportation  
Parking

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714.641.0139  
www.ljgengineers.com

Pasadena  
Costa Mesa  
San Diego  
Las Vegas

## SCOPE OF WORK FOR THE EAST SIDE PROJECT

### TASK B: EAST SIDE PROJECT

Task B focuses to preparing a traffic impact study for the "East Side Project". As we understand it, the "East Side Project" will consist of a 46,151 SF Public Safety Training Academy located on the southwest corner of the intersection of Johnson Road and Navajo Road in the Town of Apple Valley. Pursuant to our discussions, we understand that the preparation of a traffic impact study is required as part of the entitlement process for the proposed project and will be included in the Mitigated Negative Declaration (MND) to be prepared for this project.

#### Task B1: Project Mobilization

- B1.1 Review traffic information as may be available from the applicable Specific Plan EIR and Walmart MND and determine what data, if any may be utilized.
- B1.2 Confirm the development description with the Victor Valley Community College District staff, work schedule, and assumptions to be utilized in the traffic study. Discuss assumptions to be used associated with the project completion year and anticipated phasing, if any. Obtain a current project site plan that illustrates the access scheme to the project site in both hard copy and digital formats.
- B1.3 Contact Town of Apple Valley staff to discuss the project and analysis criteria, confirm the study approach, identify pertinent traffic issues and concerns, and formalize the Scope of Work for the traffic study.
- B1.4 In consultation with Town of Apple Valley staff, prepare a scope of work agreement detailing the study area, assumptions and overall traffic study requirements, and submit to Apple Valley staff for review and approval.

#### Task B2: Data Collection and Research

- B2.1 Visit the project study area to confirm existing conditions with respect to existing site development, local area development, site access, parking use, and areas of congestion in order to verify our overall understanding of traffic conditions in the area that might affect this project.
- B2.2 In conjunction with Task B2.1, document the existing roadway striping, traffic control measures, curbside parking restrictions, adjacent intersection configurations, and other pertinent roadway features.
- B2.3 Obtain existing street improvement plans/striping plans for key roadways in the immediate vicinity of the project site. Compile information with regards to planned street improvements in the project study area.

Philip M. Linscott, PE (1924-28)  
Jack M. Greenspan, PE (1963)  
William A. Law, PE (1961)  
Paul W. Wilkinson, PE  
John P. Keating, PE  
David S. Shender, PE  
John A. Boorman, PE  
Clare M. Look-Jaeger, PE  
Richard E. Barretto, PE  
Karl D. Moberry, PE

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- B2.4 Conduct AM peak period and PM peak period traffic volume counts with truck classifications at up to five (5) key study intersections. The traffic counts will be conducted between the hours of 7:00 AM and 9:00 AM and 4:00 PM and 6:00 PM. These traffic volume data will be utilized in the traffic impact analysis for the project. The exact number and location of the study intersections to be evaluated in the project traffic study will be determined based on application of the “50 trip threshold” criteria contained in the San Bernardino County CMP. Should Town of Apple Valley staff request traffic counts and/or analysis at additional study intersections beyond a total of 5 locations, an amendment to our contract will be necessary.
- B2.5 Research data at the Town of Apple Valley and recent traffic impact studies prepared for developments in the project vicinity regarding the status of other proposed developments (related projects) in the area that may contribute cumulative impacts to the adjacent street system and study locations in the vicinity of the proposed project. The compiled list of related projects will be forwarded for review and approval by Apple Valley staff.

Task B3: Trip Generation, Distribution, and Assignment

- B3.1 Prepare trip generation forecasts for the proposed project for a typical weekday over a 24-hour period, as well as for the commuter AM and PM peak hours. The trip generation forecasts will either be derived based on the operations of the proposed facility or from trip rates listed in *Trip Generation*, 8<sup>th</sup> Edition, published by the Institute of Transportation Engineers (ITE) in 2008.
- B3.2 Assign the forecasted AM and PM peak hour trips expected to be generated by the proposed project to the study intersections based on existing and anticipated traffic patterns to and from the project site and input from Apple Valley staff. The assumed distribution pattern will be submitted for review and approval by Apple Valley staff prior to finalization.
- B3.3 Prepare trip generation forecasts for the related projects for a typical weekday over a 24-hour period, as well as for the commuter AM and PM peak hours utilizing the ITE *Trip Generation* publication. The AM and PM peak hour trips expected to be generated by the related projects will be distributed and assigned to the local street system.

Task B4: Project Evaluation and Mitigation Analysis

- B4.1 Prepare AM peak hour and PM peak hour Level of Service (LOS) calculations at up to five (5) key study intersections for existing conditions and future (near-term) conditions, both without and with the proposed project to determine the potential impacts of the proposed project.

B4.2 Utilize the Town of Apple Valley and County of San Bernardino CMP approved capacity analysis methodology (i.e. Highway Capacity Manual 2000 methodology) for the determination of the intersection Levels of Service for the following traffic impact scenarios. The traffic analysis conditions will be confirmed with Apple Valley staff prior to initiation of the analysis.

- A. Existing Traffic Conditions
- B. Near-Term Background Traffic Conditions
- C. Near-Term Background Plus Project Traffic Conditions
- D. Condition C with Project Mitigation Measures, where necessary

Any unsignalized intersections or project driveways will be analyzed using the methodology contained in the most current *Highway Capacity Manual*.

B4.3 Assess the impact of the project based on the results of the peak hour intersection analyses, the Town of Apple Valley's LOS standards and application of its significance criteria. Based on this assessment, determine which intersections (if any) will require improvements to mitigate potential traffic impacts associated with the proposed project to less than significant levels.

B4.4 Provide recommended mitigation measures which may include intersection and/or signalization improvements, striping modifications, the addition of auxiliary turn lanes, traffic control/limitations at site access points, etc. Please note that this proposal assumes the recommended mitigation measures can be adequately described within the text of the report. Should the Town of Apple Valley request preparation of plans to further demonstrate the feasibility of the mitigation measures, an amendment to our contract will be necessary.

B4.5 Calculate the net traffic increment (fair-share percentage) due to the project at the impacted intersections. Based on the required mitigation measures, estimate the project's fair-share towards the cost of the proposed mitigation improvements.

#### Task B5: Site Access and Circulation Review

B5.1 Review the proposed site plan and provide recommendations to address concerns regarding site access and circulation. Provide recommendations regarding the location of site access driveways, the number of driveways, potential turn restrictions, and connectivity with the internal site circulation system.

B5.2 Review the proposed access and internal circulation scheme of the proposed project and provide comments regarding the on-site circulation/parking lot layout and design, ingress and egress safety opportunities and constraints,



adequate sight distances at project driveways, pedestrian circulation, service/delivery truck access and loading areas, locations of proposed driveways with respect to existing (conflicting) driveways, striping configurations, and median modifications, if any.

Task B6: Preparation of the Traffic Impact Study

- B6.1 Prepare a Screencheck Traffic Report that details all of the above-mentioned items including our analysis, findings and conclusions. The Screencheck Traffic Report will be suitably documented with tabular, graphic and appendix material. The report will be submitted for screencheck review by the appropriate members of the project team and the Town of Apple Valley.
- B6.2 If necessary, revise the screencheck report based on project team and Town of Apple Valley comments and submit a Draft Traffic Report to Dudek for inclusion into the project's Draft Mitigated Negative Declaration (MND). The Draft Traffic Report will be suitably documented with all tabular, graphic and appendix materials.

Task B7: Attendance at Meetings

- B7.1 This proposal assumes preparation for and attendance by LLG at up to two (2) meetings with the project team and/or Apple Valley staff. For fee estimating purposes, the average length of each meeting is assumed to be five (5) hours and will be attended by the Project Manager.
- B7.2 Prepare for and attend a total of two (2) public hearings to include one Planning Commission meeting and one Council meeting with the Town of Apple Valley. This component includes preparation of specific presentation materials on traffic issues. For budgeting purposes, the average length of each public hearing is assumed to be eight (8) hours and will be attended by the Project Manager.

Task B8: Response to Comments

- B8.1 Coordinate with the project team and/or Apple Valley staff regarding traffic-related comments received during the circulation of the Draft MND.
- B8.2 Prepare and submit draft written responses to traffic-related comments received at public hearing on the project and comments on the Traffic Section of the Draft MND during the public review process. Update the responses, if necessary based on Apple Valley and/or project team comments and submit final draft for inclusion in the Final MND.



**DUDEK**  
**2009 STANDARD SCHEDULE OF CHARGES**

**Engineering Services**

Project Director.....	\$205.00/hr
Program Manager.....	\$190.00/hr
Principal Engineer II.....	\$180.00/hr
Principal Engineer I.....	\$170.00/hr
Senior Project Manager.....	\$160.00/hr
Project Manager.....	\$145.00/hr
Resident Engineer.....	\$135.00/hr
Senior Engineer II.....	\$135.00/hr
Senior Engineer I.....	\$125.00/hr
Associate Engineer.....	\$115.00/hr
Project Engineer IV.....	\$110.00/hr
Project Engineer III.....	\$100.00/hr
Project Engineer II.....	\$95.00/hr
Project Engineer I.....	\$85.00/hr
Field Engineer II.....	\$110.00/hr
Field Engineer I.....	\$100.00/hr
Engineering Assistant.....	\$75.00/hr

**Right-of-Way Management Services**

Principal ROW Manager.....	\$170.00/hr
ROW Project Manager.....	\$140.00/hr
ROW Senior Engineer.....	\$125.00/hr
ROW Engineer.....	\$115.00/hr
ROW Technician.....	\$105.00/hr
ROW Research Analyst.....	\$75.00/hr

**Environmental Services**

Principal.....	\$210.00/hr
Senior Project Manager/Specialist.....	\$195.00/hr
Environmental Specialist/Planner VI.....	\$170.00/hr
Environmental Specialist/Planner V.....	\$150.00/hr
Environmental Specialist/Planner IV.....	\$135.00/hr
Environmental Specialist/Planner III.....	\$125.00/hr
Environmental Specialist/Planner II.....	\$110.00/hr
Environmental Specialist/Planner I.....	\$100.00/hr
Analyst.....	\$85.00/hr
Planning Research Assistant.....	\$70.00/hr

**Construction Management Services**

Principal/Manager.....	\$195.00/hr
Senior Construction Manager.....	\$180.00/hr
Senior Project Manager.....	\$160.00/hr
Construction Manager.....	\$150.00/hr
Project Manager.....	\$140.00/hr
Resident Engineer.....	\$135.00/hr
Construction Engineer.....	\$130.00/hr
On-site Owner's Representative.....	\$105.00/hr
Construction Inspector III.....	\$120.00/hr
Construction Inspector II.....	\$110.00/hr
Construction Inspector I.....	\$100.00/hr

**Hydrogeological Services**

Principal.....	\$205.00/hr
Practice Manager.....	\$185.00/hr
Sr. Environmental Engineer.....	\$185.00/hr
Sr. Hydrogeologist/Sr. Proj Mgr.....	\$165.00/hr
Project Manager.....	\$150.00/hr
Associate Hydrogeologist/Engineer.....	\$135.00/hr
Hydrogeologist IV/Engineer IV.....	\$120.00/hr
Hydrogeologist III/Engineer III.....	\$110.00/hr
Hydrogeologist II/Engineer II.....	\$100.00/hr
Hydrogeologist I/Engineer I.....	\$90.00/hr
Technician.....	\$85.00/hr

**District Management & Operations**

District General Manager.....	\$175.00/hr
District Engineer.....	\$160.00/hr
Operations Manager.....	\$150.00/hr
District Secretary/Accountant.....	\$85.00/hr
Collections System Manager.....	\$95.00/hr
Grade V Operator.....	\$100.00/hr
Grade III Operator.....	\$80.00/hr
Grade I Operator.....	\$55.00/hr
Operator in Training.....	\$40.00/hr
Collection Maintenance Worker II.....	\$55.00/hr
Collection Maintenance Worker I.....	\$40.00/hr

**Office Services**

*Technical/Drafting/CADD Services*

3D Graphic Artist.....	\$140.00/hr
Senior Designer.....	\$120.00/hr
Designer.....	\$105.00/hr
Assistant Designer.....	\$85.00/hr
GIS Specialist IV.....	\$135.00/hr
GIS Specialist III.....	\$120.00/hr
GIS Specialist II.....	\$110.00/hr
GIS Specialist I.....	\$100.00/hr
CADD Operator II.....	\$95.00/hr
CADD Operator I.....	\$85.00/hr
CADD Drafter.....	\$80.00/hr
CADD Technician.....	\$70.00/hr

**Surveying Services (Coachella Valley)**

Professional Land Surveyor.....	\$160.00/hr
3-Person Survey Crew.....	\$235.00/hr
2-Person Survey Crew.....	\$205.00/hr
1-Person Survey Crew.....	\$110.00/hr
Survey Analyst.....	\$110.00/hr
Asst. Survey Analyst/CADD Mapper.....	\$80.00/hr

**Support Services**

Technical Editor III.....	\$130.00/hr
Technical Editor II.....	\$110.00/hr
Technical Editor I.....	\$90.00/hr
Publications Assistant III.....	\$90.00/hr
Publications Assistant II.....	\$80.00/hr
Publications Assistant I.....	\$70.00/hr
Clerical Administration.....	\$70.00/hr

**Forensic Engineering** – Court appearances, depositions, and interrogations as expert witness will be billed at 2.00 times normal rates.

**Emergency and Holidays** – Minimum charge of two hours will be billed at 1.75 times the normal rate.

**Material and Outside Services** – Subcontractors, rental of special equipment, special reproductions and blueprinting, outside data processing and computer services, etc., are charged at 1.15 times the direct cost.

**Travel Expenses** – Mileage at 55 cents per mile. Per diem where overnight stay is involved is charged at cost.

**Invoices, Late Charges.** – All fees will be billed to Client monthly and shall be due and payable upon receipt. Invoices are delinquent if not paid within thirty (30) days from the date of the invoice. Client agrees to pay a monthly late charge equal to one percent (1%) per month of the outstanding balance until paid in full.

## FEE SCHEDULE

Effective November 1, 2008

<u>TITLE</u>	<u>PER HOUR</u>
<b>Principals</b>	
Principal Engineer .....	\$ 252.00
Associate Principal Engineer .....	\$ 216.00
Planning/Design Manager .....	\$ 201.00
<b>Transportation Engineers</b>	
Senior Transportation Engineer .....	\$ 178.00
Transportation Engineer III .....	\$ 158.00
Transportation Engineer II .....	\$ 133.00
Transportation Engineer I .....	\$ 114.00
<b>Transportation Planners</b>	
Senior Transportation Planner .....	\$ 158.00
Transportation Planner III .....	\$ 133.00
Transportation Planner II .....	\$ 114.00
Transportation Planner I .....	\$ 102.00
<b>Technical Support</b>	
Engineering Associate II .....	\$ 113.00
Engineering Associate I .....	\$ 109.00
Engineering Computer Analyst II .....	\$ 108.00
Engineering Computer Analyst I .....	\$ 85.00
Senior CADD Drafter .....	\$ 109.00
CADD Drafter III .....	\$ 102.00
CADD Drafter II .....	\$ 90.00
CADD Drafter I .....	\$ 77.00
Senior Engineering Technician .....	\$ 109.00
Engineering Technician II .....	\$ 102.00
Engineering Technician I .....	\$ 77.00
Word Processor/Secretary .....	\$ 72.00
Engineering Aide I .....	\$ 55.00

Public Hearing and litigation support may be charged at 125% of the base rate. Consultation in connection with litigation and Court appearances will be quoted separately.

Project-related mileage will be billed at the prevailing standard mileage rate as determined by the IRS. Subcontractors and other project-related expenses will be billed at cost plus 15%.

The above schedule is for straight time. Overtime will be charged at 1.50 times the standard hourly rates. Interim and/or monthly statements will be presented for completed work. These will be due and payable upon presentation unless prior arrangements are made. A finance charge of 1.5% may be charged each month on the unpaid balance.



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Karl D. Maberry, PE

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

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

**TOPIC:** AGREEMENT – HIGHLAND PARTNERSHIP, INC.

**SUBMITTED BY:** Al McQuilkin, Program Director, gkkworks

**RECOMMENDED BY:** GH Javaheripour  \_\_\_\_\_

**APPROVED BY:** Robert Silverman  \_\_\_\_\_

**Description/Background:**

Pursuant to Section 81700 of the California Education Code, the design-builder evaluation process for the design and construction of the Eastside Public Safety Training Center (EPSTC) in Apple Valley, California has been completed. The design-build delivery method has been previously authorized by the Board for use on this project.

In February 2009, the District evaluated qualification packages submitted from sixteen design-build teams in response to a "Request for Qualification" that was issued in December 2008. From that list, three teams were pre-qualified to submit Proposals for future design-build projects.

On June 1, 2009, the District invited the three pre-qualified design-build teams to submit Proposals for the EPSTC project. Two teams submitted Proposals, which were evaluated and ranked pursuant to Section 81703 of the Education Code.

The attached "Evaluation Criteria & Score Summary" lists the Proposers overall combined rating on the request for proposal evaluation factors, along with their respective rankings.

**Need:**

Bond Measure JJ's establishment of a Public Safety Training Center will train new firefighters, police officers, paramedics and emergency medical technicians. The Center will expand opportunities to upgrade skills for existing public safety professionals, as well as provide a state-of-the-art facility for conducting live drills in firefighting, police pursuits and disaster response. The Center will integrate general education programs for Associate Degrees in public safety fields.

**Fiscal impact:**

The contract amount of \$25,000,000 is the not to exceed amount necessary to design and construct the project and includes a contingency of \$100,000, the contingency is intended to facilitate the resolution of issues identified during the design phase, respond to changes required by jurisdictional agencies, or address unforeseen conditions that are identified during design or construction. The design-build team's use of this contingency will be strictly controlled by the District, requiring prior written authorization. Sufficient funding is available through the Measure JJ Bond proceeds.

**Recommended Action:** That the Board of Trustees:

1. Find that Highland partnership is the Responsive and Responsible Bidder whose proposal has been determined to be the best value and most advantageous for the design and construction of the Eastside Public Safety Training Center, based on the criteria set forth in the Request for Proposal, including, price, technical expertise, lifecycle costs, skilled labor force availability, safety record, design excellence and sustainability, local participation plan, and project approach.

Meeting Date: August 11, 2009

Item Number: 10.4

2. Award a design-build contract to Highland Partnership for the design and construction of the Eastside Public Safety Training Center for an amount not-to-exceed \$25,000,000. Construction will be completed on or before December 22, 2011.
3. Directs the Superintendent/President to sign the contract when complete.

**Fiscal Impact:** Not to exceed \$25,000,000 for direct construction costs - Locally Bond Funded.

**Legal Review:** YES  NOT APPLICABLE

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**Reference for Agenda:** YES  NO

**EASTSIDE PUBLIC SAFETY TRAINING CENTER - DESIGN-BUILD  
EVALUATION CRITERIA & POINTS SUMMARY**

	Weight %	Maximum Possible Points	Proposer A CW DRIVER	Proposer B HIGHLAND	RANKING CW DRIVER	RANKING HIGHLAND
<b>A. PRICE FACTOR</b>	1	25	<b>243.73</b>	<b>250.00</b>	2	1
<b>B. NON-PRICE FACTORS</b>						
TECHNICAL EXPERTISE	2	10	75.00	86.20	2	1
LIFECYCLE COST OVER 15 YEARS	3	10	9.40	18.00	2	1
SKILLED LABOR FORCE AVAILABILITY	4	10	95.00	100.00	2	1
ACCEPTABLE SAFETY RECORD	5	10	70.00	80.00	2	1
DESIGN EXCELLENCE & SUSTAINABILITY	6	20	127.80	191.00	2	1
LOCAL PARTICIPATION PLAN	7	10	43.00	90.60	2	1
PROJECT APPROACH	8	5	36.00	45.60	2	1
subtotal		<b>75</b>	<b>456.20</b>	<b>611.40</b>		
Totals	<b>100</b>	<b>1000</b>	<b>699.93</b>	<b>861.40</b>		
Proposal Base Price including Alternates:			<b>\$ 26,106,707</b>	<b>\$ 25,520,085</b>	<b>2</b>	<b>1</b>
Overall Ranking:						



# DESIGN-BUILD CONTRACT

## BETWEEN DISTRICT AND DESIGN-BUILDER

**THIS DESIGN-BUILD CONTRACT BETWEEN DISTRICT AND DESIGN-BUILDER** ("Design-Build Contract") is entered into on this 11th day of August, 2009 by and between the Victor Valley Community College District ("District") and Highland Partnership, Inc. a California Corporation("Design-Builder").

### ARTICLE 1 DEFINITIONS

Capitalized terms used in the Contract Documents shall have the meanings assigned to them in the General Conditions. If not defined in the General Conditions they shall have the meanings assigned to them elsewhere in the Contract Documents. If not defined in the General Conditions or elsewhere, they shall have the meanings reasonably understood to apply to them by the context of the portion of the Contract Documents where such terms are used.

### ARTICLE 2 THE WORK

#### 2.1 SCOPE OF WORK

Design-Builder shall execute the entire Work called for by the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others.

#### 2.2 STANDARD OF PERFORMANCE

In addition to and without limiting Design-Builder's other obligations under the Contract Documents, Design-Builder shall at all times in its performance of its obligations under the Contract Documents conform to the following general standards of performance:

- 2.2.1 Comply with the requirements of the Contract Documents;
- 2.2.2 Comply with Applicable Laws;
- 2.2.3 Conform to the standard of care applicable to those who provide design-build project services and construction of the type called for by this Design-Build Contract for projects of a scope and complexity that are comparable to this Project;
- 2.2.4 Furnish efficient business administration of the Work, utilizing sufficient senior level management and other qualified personnel to manage the Work; and
- 2.2.5 Apply its best and highest skill and attention to completing the Work in an expeditious and economical manner, consistent with the expressed best interests of the District and within the limitations of the Contract Sum and Contract Time.

**ARTICLE 3  
CONTRACT TIME**

**3.1 DATES OF COMMENCEMENT**

The Contract Time for completion of the design portion of the Work shall be measured from the Date of Commencement of Design. The Contract Time for Substantial completion of entire Work, including the design and non-design portions, shall be measured from the Date of Commencement of Construction.

**3.2 NOTICES TO PROCEED**

The design portion of the Work shall not commence prior to the date fixed in the Notice to Proceed with Design. No physical construction at the Site shall proceed prior to the date fixed in the Notice to Proceed with Construction.

**3.3 CONTRACT TIME**

**3.3.1 Design.** The Design-Builder shall complete the Final Construction Documents and receive DSA approval not later than Four Hundred Eighty (480) Days after the Date of Notice to Proceed with Design.

**3.3.2 Construction.** Design-Builder shall achieve Substantial Completion of the entire Work, including the design and non-design portions of the Work, not later than Eight Hundred Forty Five (845) Days after the Date of Notice to Proceed with Design and shall achieve Final Completion of the entire Work not later than thirty (30) Days after the occurrence of Substantial Completion.

**3.4 LIQUIDATED DAMAGES TO DISTRICT**

**3.4.1 District Right.** The District and the Design-Builder acknowledge and agree that if the Design-Builder fails to Substantially Complete the Work within the Contract Time, the District will suffer substantial Losses which are both extremely difficult and impracticable to ascertain and on that basis agree, as a reasonable estimate of those Losses and not a penalty, to the payment by Design-Builder of liquidated damages pursuant to this Section 3.4.

**3.4.2 Daily Amount.** If the Design-Builder fails to achieve Substantial Completion of the entire Work within the Contract Time for Substantial Completion, the Design-Builder shall pay the District as liquidated damages the amount of Three Thousand Dollars (\$3,000.00) per Day for each Day occurring after the expiration of the Contract Time for Substantial Completion until the Design-Builder achieves Substantial Completion of the entire Work.

**3.4.3 Extensions of Time.** Liquidated damages shall not be charged to Contractor for Delays to Substantial Completion for which the Contractor is entitled under the Contract Documents to receive an adjustment of the Contract Time for Substantial Completion.

**3.4.4 Partial Completion.** Liquidated damages shall not be reduced or apportioned for Substantial Completion of portions of the Work prior to Substantial Completion of the entirety of the Work.

**3.4.5 Remedies.** District may deduct such liquidated damages as are payable hereunder from money due or to become due to the Design-Builder, or pursue any other legal remedy to collect such liquidated damages from the Design-Builder and/or its Surety.

**3.4.6 Not a Limitation.** District's rights under this Section 3.4 shall not be interpreted as precluding or limiting: (1) any right or remedy of District in the event of an Event of Design-Builder Default other than a failure to Substantially Complete the Work within the Contract Time; or (2) District's right to order an acceleration, at Design-Builder's Own Expense, of performance of the Work to overcome Delay, including, without limitation, a Delay for which District has the right to assess liquidated damages.

### **3.5 EXCLUSIVE COMPENSABLE DELAY DAMAGES TO DESIGN-BUILDER**

**3.5.1 Design-Builder's Right.** District and Design-Builder acknowledge and agree that if Design-Builder is unable due to Compensable Delay to Substantially Complete the Work within the Contract Time, the Design-Builder and its affected Subcontractors and Subconsultants will suffer Losses which are both extremely difficult and impracticable to ascertain and on that basis agree to the payment by District of damages pursuant to this Section 3.5.

**3.5.2 Liquidated Consequential Damages.** If the progress of the Project is at any time delayed solely as a result of any act or omission determined to be a Compensable Delay, then apart from actual damages for which the Design-Builder also may recover, the Design-Builder may recover liquidated damages of \$1,000 per day as a result of such Compensable Delay as compensation for consequential damages. Consequential damages include damages for extended or unabsorbed home office overhead, lost revenue and opportunity costs. In no event shall the Eichleay Formula, or any derivation thereof be used to estimate home office costs allocable to this Project.

**3.5.3 Payment by District.** A Change Order or Unilateral Change Order for an adjustment to the Contract Sum for the damages permitted by this Section 3.5 shall be executed following, and not before, actual Substantial Completion and prior to Final Completion. Notwithstanding any other provision of the Contract Documents to the contrary and without limitation to the District's rights of withholding payment permitted elsewhere in the Contract Documents or under Applicable Laws, amounts due to the Design-Builder pursuant to this Section 3.5 shall be payable as part of, and not prior to the due date for, Final Payment to Design-Builder.

**3.5.4 Exclusive Remedy.** Damages payable pursuant to this Section 3.5 constitute the Design-Builder's sole and exclusive right and remedy for recovery of Losses to Design-Builder and its Subcontractors and Subconsultants, of every Tier, due to Delay, regardless of the cause or duration of the Delay and regardless of whether the Delay is a Compensable Delay, Excusable Delay or Unexcused Delay, and regardless of whether paid pursuant to section 3.5.3 or pursuant to a claim or lawsuit.

**3.5.5 Deleted Work.** In the event Deleted Work results in a shortening of the Contract Time, the Contract Sum shall be reduced by an amount calculated as the product of (1) by the number of Days in the period of shortening, multiplied by (2) the damages amount stated in this Section 3.5.

**ARTICLE 4  
CONTRACT SUM**

**4.1 CONTRACT SUM**

**4.1.1 Total Compensation.** The District shall pay the Design-Builder in current funds for the Design-Builder's performance of the Work in accordance with the Contract Documents the Contract Sum of **Twenty Five Million Dollars (\$25,000,000)**, subject only to adjustment (additions and deductions) as provided in the Contract Documents. The Contract Sum is the total amount payable by District to Design-Builder for performance of the Work, provided by the Design-Builder and its Subcontractors and Subconsultants of every Tier, under the Contract Documents.

The Contract Sum constitutes full compensation for all Work and is deemed to cover all Losses arising out of or related to the nature of the Work, the acts of the elements or any unforeseen difficulties or obstructions upon the Design-Builder's performance, all risks connected with the Work and any and all expenses incurred due to Delay, suspension or discontinuance of the Work, until Final Completion and Acceptance of the Work by the District.

**4.2 ALTERNATES**

The Contract Sum is based upon the following Alternates, if any, which are described in the Contract Documents and are hereby accepted by the District:

Number	Description	Dollar Amount
1)	<b>Add Alternate 2:</b> Curb, gutter, sidewalk on Navajo Road fronting Apple Valley Fire District property; sidewalk on Johnson Road.....	\$ 62,000

**4.3 UNIT PRICES**

Unit prices, if any, agreed to by the Design-Builder and District are as follows:

Description	Unit	Dollar Amount
<b>None</b>		

**4.4 ALLOWANCES**

Allowances which are described in the Contract Documents:

Description	Labor/Material	Dollar Amount
1) Install 2,700 feet of 16" diameter ductile iron water line in Navajo Road to connect Johnson Road to Lafayette Street. ....		\$ 270,000
2) Contingency. The following amount shall be used only at the direction, and approval, of the owner .....		\$ 108,130
3) Electrical & Telephone/Data Service. Provide electrical service		

from closest point of connection offsite to main transformer location. Allowance shall cover SCE fees, all primary conduit and wire (installed), and main transformer. Secondary electrical work shall not be included in allowance. Provide telephone/data service from closest point of connection offsite to onsite MDF location. All other costs shall be included in bid..... \$ 400,000

4) Fire Prop allowance ..... \$ 550,000

5) Traffic Impact Fee allowance ..... \$ 100,000

**ARTICLE 5  
PROGRESS PAYMENTS**

**5.1 PAYMENTS BY DISTRICT**

Based upon Applications for Payment submitted by the Design-Builder to the District Program Manager in accordance with the Contract Documents, and upon Certificates for Payment issued by the District Program Manager, the District shall, pursuant to California Public Contract Code Section 20104.50, make progress payments of undisputed sums on account of the Contract Sum to the Design-Builder as provided below and elsewhere in the Contract Documents.

**5.2 PERIOD OF APPLICATION FOR PAYMENT**

The period covered by each such Application for Payment shall be one calendar month ending on the last day of the month.

**5.3 TIME FOR PAYMENT**

Such Applications for Payment shall be properly prepared and submitted to the District Program Manager once a month on or before the fifth (5th) Day of the month following the month in which the Work that is the subject of such Application for Payment was performed. Program Manager on behalf of the District shall make payment of undisputed sums to the Design-Builder not later than thirty (30) Days after receipt of an undisputed and properly submitted Application for Payment.

**5.4 SCHEDULE OF VALUES**

Without limitation to other requirements of the Contract Documents pertaining to preparation and submission of Applications for Payment, each such Application for Payment shall be based upon the Schedule of Values submitted by the Design-Builder in accordance with the Contract Documents. The Schedule of Values shall allocate the entire Contract Sum among the various portions of the of the Work (including, design portions and non-design portions of the Work, as well as a breakdown of Subcontractor trade portions of the Work, Design-Builder overhead and profit and contingency), and be prepared in such form and supported by such data to substantiate its fairness, accuracy and balance, as the District Program Manager may require. This Schedule of Values, unless objected to by the District Program Manager, shall be used as a basis for reviewing such Applications for Payment.

**5.5 PERCENTAGE COMPLETION**

Such Applications for Payment shall indicate the percentage of completion of each portion of the Work, as determined in accordance with Paragraph 9.3 of the General Conditions, as of the end of the period covered by the Application for Payment. Payment of the amount allocated in the Schedule of Values for the design portions of the Work shall be made to the Design-Builder in accordance with the percentage of

the design portion of the Work that is certified complete in accordance with Paragraph 9.35 of the General Conditions and as consistent with the following payment schedule:

- (1) 15% of design fee payable upon completion, and approval by District Program Manager, of the Schematic Design for the Project;
- (2) 20% of design fee payable upon completion, and approval by District Program Manager, of the Design Development documents;
- (3) 15% of design fee payable upon completion, and approval by District Program Manager, of 50% of the Construction Documents;
- (4) 20% of design fee payable upon completion, and approval by District Program Manager, of the Final Construction Documents;
- (5) 5% of design fee payable upon approval by DSA of the Final Construction Documents.
- (6) 20% of design fee payable upon construction progress.
- (7) 5% of design fee payable upon project closeout.

Payment of all other amounts allocated in the Schedule of Values for performance of any portion of the Work following commencement of construction shall be made based on the percentages of non-design portions of the Work certified as completed in accordance with Article 9 of the General Conditions. Without limitation, all amounts payable for non-design portions of the Work shall be subject to a withholding of retention as provided in Section 5.6, below.

## **5.6 PROGRESS PAYMENT AMOUNT**

Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- 5.6.1** take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work as determined in accordance with Section 5.5, above, and Paragraph 9.34 of the General Conditions by the share of the total Contract Sum allocated to that portion of the Work in the Schedule of Values, less a retention of ten percent (10%). Pending final determination of cost to the District of Scope Changes in the Work, amounts authorized in Change Orders, Unilateral Change Orders or Field Orders and that are not in dispute may be included in the Design-Builder's Application for Payment;
- 5.6.2** add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the Site for subsequent incorporation in the completed construction (or, if approved in advance by the District, suitably stored off the Site at a location agreed upon in writing), less a retention of ten percent (10%);
- 5.6.3** subtract the aggregate of previous payments made by the District, and
- 5.6.4** subtract amounts, if any, for which the District Program Manager has withheld or nullified a Certification for Payment as provided in Paragraph 9.5 of the General Conditions.

## 5.7 PAYMENT UPON SUBSTANTIAL COMPLETION

The progress payment amount determined in accordance with Paragraph 5.6, above, shall be further modified by adding, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to ninety percent (90%) of the Contract Sum.

## 5.8 REJECTION OF APPLICATION FOR PAYMENT

Any Application for Payment determined to be disputed, improper or unsuitable for payment shall be returned to the Design-Builder as soon as practicable, but not later than seven (7) Days after receipt by the District Program Manager, accompanied by a written statement of the reasons why the Application for Payment was rejected. Failure to either timely reject an Application for Payment or specify any grounds for rejection shall not constitute a waiver of any rights by the District. Application for Payments that are rejected shall be corrected and resubmitted within seven (7) Days after receipt by the Design-Builder of the statement of reasons for rejection.

## 5.9 INTEREST

If the District fails to make payment of an undisputed sum due as a progress payment to the Design-Builder as required by this Article 5, the District shall pay interest to the Design-Builder equivalent to the legal rate set forth in subdivision (a) of California Code of Civil Procedure Section 685.010. The number of Days available to the District to make payment without incurring such interest shall be reduced by the number of Days by which the District exceeds the seven (7) Day return requirement applicable to the District as set forth in Paragraph 5.8, above.

## 5.10 SUBSTITUTION OF SECURITIES FOR RETENTION

**5.10.1 Public Contract Code.** Pursuant to the requirements of California Public Contract Code Section 22300, upon the Design-Builder's request, the District will make payment to the Design-Builder of any funds withheld from payments to ensure performance under the Contract Documents if the Design-Builder deposits with the District, or in escrow with a California or federally chartered bank in California acceptable to the District ("Escrow Agent"), securities eligible for the investment of State Funds under Government Code Section 16430, or bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by the Design-Builder and the District, upon the following conditions:

- .1 The Design-Builder shall be the beneficial owner of any securities substituted for monies withheld for the purpose of receiving any interest thereon.
- .2 All expenses relating to the substitution of securities under said Section 22300 and under this Paragraph 5.11, including, but not limited to the District's overhead and administrative expenses, and expenses of Escrow Agent shall be the responsibility of the Design-Builder.
- .3 Securities or certificates of deposit substituted for monies withheld shall be of a value of at least equivalent to the amounts of retention to be paid to the Design-Builder pursuant to the Contract Documents.
- .4 If the Design-Builder shall choose to deposit securities in lieu of monies withheld with an Escrow Agent, the Design-Builder, the District and Escrow Agent shall, as a prerequisite to such deposit, enter into an escrow agreement. Such escrow agreement shall be in the form "Escrow Agreement for Security Deposits in Lieu of Retention" substantially in the form set forth in California Public Contract Code Section 22300 (f).

- .5 The Design-Builder shall obtain the written consent of Surety to such agreement.
- .6 Securities, if any, shall be returned to the Design-Builder only upon satisfactory Final Completion of the Work.

**5.10.2 Substitute Security.** To minimize the expense caused by such substitution of securities, the Design-Builder shall, prior to or at the time the Design-Builder requests to substitute security, deposit sufficient security to cover the entire amount to be then withheld and to be withheld. Should the current market value of such substituted security at any time fall below the amount for which it was substituted, or any other amount which the District withholds pursuant to the Contract Documents, the Design-Builder shall immediately and at the Design-Builder's expense and at no cost to the District deposit additional security qualifying under said Section 22300 until the current market value of the total security deposited is no less than the amount subject to withholding under the Contract Documents. Securities shall be valued as often as conditions of the securities market warrant, but in no case less frequently than once per month.

**5.10.3 Deposit of Retentions.** Alternatively, subject to the conditions set forth in Subparagraph 5.10.1, above, upon request of the Design-Builder, the District shall make payment of retentions directly to Escrow Agent at the expense of the Design-Builder, provided that the Design-Builder, the District and Escrow Agent shall, as a prerequisite to such payment, enter into an escrow agreement in the same form as prescribed in Part .4 of Subparagraph 5.10.1, above. At the Design-Builder's Own Expense, the Design-Builder may direct the investment of the payments into securities and interest bearing accounts, and the Design-Builder shall receive the interest earned on the investments. Escrow Agent shall hold such direct payments by the District under the same terms provided herein for securities deposited by the Design-Builder. Upon satisfactory Final Completion of the Work, the Design-Builder shall receive from Escrow Agent all securities, interest and payments received by Escrow Agent from the District, less escrow fees and charges of the Escrow Account, according to the terms of said Section 22300 and the Contract Documents.

## **ARTICLE 6 FINAL PAYMENT**

Final Payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the District to the Design-Builder when a final Certificate for Payment has been issued by the District Program Manager. Subject to the District's right of withholding as set forth in Paragraph 9.5 of the General Conditions and elsewhere in the Contract Documents, such Final Payment shall be made by the Program Manager on behalf of the District not more than sixty (60) Days after completion of the Work as defined in California Public Contract Code Section 7107(c), (1) or (2).

## **ARTICLE 7 MISCELLANEOUS PROVISIONS**

Where reference is made in this Agreement to a provision of the General Conditions or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.



**ARTICLE 8  
TERMINATION OR SUSPENSION**

**8.1 TERMINATION**

The Design-Build Contract may be terminated by the District or the Design-Builder as provided in ARTICLE 14 of the General Conditions.

**8.2 SUSPENSION**

The Work may be suspended by the District as provided in ARTICLE 14 of the General Conditions.

**ARTICLE 9  
ENUMERATION OF CONTRACT DOCUMENTS**

**9.1 LIST OF CONTRACT DOCUMENTS**

The Contract Documents, (as defined in the General Conditions) include, without limitation, the following:

- 9.1.1 Project Criteria.** The Project Criteria set forth in the RFP Documents.
- 9.1.2 RFP Documents, Design-Build Proposal, Best and Final Offer.** The RFP Documents, the Design-Build Proposal, (with the exception of Approved Deviations, the Contract Documents shall not include any portion of the Design-Build Proposal that deviates from the Project Criteria) and Best and Final Offer (if so requested).
- 9.1.3 Design-Build Contract.** This executed Design-Build Contract between District and Design-Builder.
- 9.1.4 General Conditions.** The General Conditions to the Design-Build Contract.
- 9.1.5 Design-Build Supplementary Conditions.** The Design-Build Supplementary Conditions to the Design-Build Contract.
- 9.1.6 Final Construction Documents.** The Final Construction Drawings to be here after prepared by the Design-Builder and its Subconsultants that are approved by the District in accordance with the terms of the Contract Documents; provided, however, that, with the exception of Approved Deviations, the Contract Documents shall not include any portion of the Design-Build Proposal that deviates from the Project Criteria.
- 9.1.7 Addenda.** All Addenda associated with the completed set of contract documents:
  - Addendum No.01, dated June 9, 2009
  - Addendum No.02, dated June 9, 2009
  - Addendum No.03, dated June 22, 2009
- 9.1.8 Reference Documents.** All Reference Documents associated with the completed set of contract documents:
  - 1. Attached Exhibit A – Reference Documents, dated August 11, 2009.

**9.1.9 Labor Compliance Program.** The District shall establish and enforce a labor compliance program pursuant to Section 1771.5 of the California Labor Code, or shall contract with a third party to operate a labor compliance program containing the requirements outlined in Section 1771.5 of the Labor Code.

WHEREFORE, This Design-Build Contract is entered into as of the day and year first written above.

**CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTOR'S STATE LICENSE BOARD WHICH HAS JURISDICTION TO INVESTIGATE COMPLAINTS AGAINST DESIGNBUILDERS IF A COMPLAINT REGARDING A PATENT ACT OR OMISSION IS FILED WITHIN FOUR YEARS OF THE DATE OF THE ALLEGED VIOLATION. A COMPLAINT REGARDING A LATENT ACT OR OMISSION PERTAINING TO STRUCTURAL DEFECTS MUST BE FILED WITHIN 10 YEARS OF THE DATE OF THE ALLEGED VIOLATION. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS STATE LICENSE BOARD, P.O. BOX 26000, SACRAMENTO, CALIFORNIA, 95826.**

**VICTOR VALLEY  
COMMUNITY COLLEGE DISTRICT**

**DESIGN-BUILDER**

\_\_\_\_\_, a \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_



Meeting Date: August 11, 2009

Item Number: 10.5

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

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

TOPIC: FOUNDATION DONATIONS  
SUBMITTED BY: Victor Valley College Foundation  
RECOMMENDED BY: G.H. Javaheripour *G.H. Javaheripour*  
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 \$304,091.11 in-kind cash donations, \$13,155.28 in scholarships) for a total amount of \$317,246.39. In addition the Foundation has also received property donations as listed. These donations are for the period ending June 2009.

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 WC**  
**Expenditures Made From Cash Donations**  
**June, 2009**

Project Description	Post date	Trans. Amount	Account Description	Reference
Agriculture (Mojava Sustainability Project)	6/4/09	\$10,000.00	Travel	Down payment for Costa Rica Trip
Agriculture (Mojava Sustainability Project)	6/9/09	\$32.32	Equipment / Supplies	Reimbursement for GIS Class Supplies
Agriculture (Mojava Sustainability Project)	6/10/09	\$15,864.00	Equipment / Supplies	Transfer funds to Auxiliary AGNR Account
<b>Agriculture Total:</b>		<b>\$25,896.32</b>		
Child Development	6/23/09	\$184.08	Facilities & Decorations	Balloons for CDC Graduation
Child Development	6/23/09	\$75.00	Facilities & Decorations	Reimbursement for CDC Graduation
<b>CDC Total:</b>		<b>\$259.08</b>		
CNSA of VVC	6/9/09	\$108.00	Awards & Recognition	Reimbursement for CNSA Graduation Cords
Nursing General	6/15/09	\$1,933.33	Outside Labor	Balance of Workshop Fees and Travel Expenses for Dr. Caputi
Nursing General	6/15/09	\$328.67	Travel	Balance of Workshop Fees and Travel Expenses for Dr. Caputi
Spring - Odd Nursing Class	6/23/09	\$200.00	Outside Labor	Bagpaper for Nursing Graduation
Spring - Odd Nursing Class	6/23/09	\$1,172.98	Printing	Nursing Yearbooks
<b>Nursing Total:</b>		<b>\$3,742.98</b>		
Fire Technology Program	6/23/09	\$34.09	Printing	Fire Tech Class Materials
<b>Fire Tech Total:</b>		<b>\$34.09</b>		
Friends of Botanical Gardens	6/4/09	\$2,900.00	Equipment / Supplies	Down payment for Bridge For Friends of the Botanical Gardens
Friends of Botanical Gardens	6/23/09	\$1,890.00	Equipment / Supplies	Bridge for Friends of the Botanical Gardens
<b>Friends of Botanical Gardens Total:</b>		<b>\$4,790.00</b>		
Friends of the Library	6/9/09	\$6.00	Printing	Printing Charges for Friends of the Library
<b>Friends of the Library Total:</b>		<b>\$6.00</b>		
General Scholarship Clearing Fund	6/9/09	\$4,865.71	Scholarships	Scholarships Received thru 6/9/09
General Scholarship Clearing Fund	6/23/09	\$8,114.57	Scholarships	Scholarships Received thru 06/23/09
Soccer	6/9/09	\$175.00	Scholarships	Scholarships Received thru 6/9/09
<b>Scholarships Total:</b>		<b>\$13,155.28</b>		
Men's Basketball	6/9/09	\$345.00	Admission / Entry Fees	Credit Card Charges
Men's Basketball	6/9/09	\$530.50	Travel	Credit Card Charges
Women's Basketball	6/9/09	\$115.00	Admission / Entry Fees	Credit Card Charges
Women's Basketball	6/9/09	\$163.50	Travel	Credit Card Charges
<b>Athletics Total:</b>		<b>\$1,154.00</b>		
Model United Nations Club	6/23/09	\$46.80	Office Expense	Reimbursement for MUN Purchases
PTK Club	6/9/09	\$1,370.88	Travel	Credit Card Charges
<b>VVC Clubs Total:</b>		<b>\$1,417.68</b>		
VVC Nursing Weekend College	6/23/09	\$259,352.40	Grants Awarded	Evening/Weekend Nursing Qtrly Installment 04/09
Parachute Project	6/23/09	\$58.00	Scholarships	Student Incentive
Parachute Project	6/23/09	\$58.00	Scholarships	Student Incentive

VFC FOUNDATION SUPPORT TO VFC  
Expenditures Made From Cash Donations  
June, 2009

Project Description	Post date	Trans. Amount	Account Description	Reference
Parachute Project	6/23/09	\$58.00	Scholarships	Student Incentive
Parachute Project	6/23/09	\$58.00	Scholarships	Student Incentive
Parachute Project	6/23/09	\$58.00	Scholarships	Student Incentive
Parachute Project	6/23/09	\$58.00	Scholarships	Student Incentive
Parachute Project	6/23/09	\$58.00	Scholarships	Student Incentive
Parachute Project	6/23/09	\$58.00	Scholarships	Student Incentive
Parachute Project	6/23/09	\$58.00	Scholarships	Student Incentive
Parachute Project	6/23/09	\$58.00	Scholarships	Student Incentive
Parachute Project	6/23/09	\$58.00	Scholarships	Student Incentive
Parachute Project	6/23/09	\$58.00	Scholarships	Student Incentive
Parachute Project	6/23/09	\$58.00	Scholarships	Student Incentive
Parachute Project	6/23/09	\$58.00	Scholarships	Student Incentive
Parachute Project	6/23/09	\$58.00	Scholarships	Student Incentive
Parachute Project	6/23/09	\$58.00	Scholarships	Student Incentive
Parachute Project	6/23/09	\$58.00	Scholarships	Student Incentive
<b>Grants Total:</b>		<b>\$260,396.40</b>		
Paramedic Academy	6/9/09	\$184.79	Equipment / Supplies	Backpacks for Paramedic Academy
Paramedic Academy	6/23/09	\$275.00	Outside Labor	Paramedic Academy Graduation
Paramedic Academy	6/23/09	\$275.00	Outside Labor	Paramedic Academy Graduation
Paramedic Academy	6/23/09	\$150.00	Outside Labor	Paramedic Exam Proctor
Paramedic Academy	6/23/09	\$150.00	Outside Labor	Paramedic Exam Proctor
Paramedic Academy	6/23/09	\$150.00	Outside Labor	Paramedic Exam Proctor
Paramedic Academy	6/23/09	\$150.00	Outside Labor	Paramedic Exam Proctor
Paramedic Academy	6/23/09	\$150.00	Outside Labor	Paramedic Exam Proctor
Paramedic Academy	6/23/09	\$150.00	Outside Labor	Paramedic Exam Proctor
Paramedic Academy	6/23/09	\$150.00	Outside Labor	Paramedic Exam Proctor
Paramedic Academy	6/23/09	\$150.00	Outside Labor	Paramedic Exam Proctor
Paramedic Academy	6/23/09	\$150.00	Outside Labor	Paramedic Exam Proctor
Paramedic Academy	6/23/09	\$150.00	Outside Labor	Paramedic Exam Proctor
Paramedic Academy	6/23/09	\$150.00	Outside Labor	Paramedic Exam Proctor
Paramedic Academy	6/23/09	\$150.00	Outside Labor	Paramedic Exam Proctor
<b>Paramedic Academy Total:</b>		<b>\$2,834.79</b>		
Special Events	6/9/09	\$310.88	Office Equipment	Reimbursement for Fax Machine for Athletics
<b>Special Events Total:</b>		<b>\$310.88</b>		
The California Wellness Foundation	6/15/09	\$3,248.89	Grants Awarded	Grant Admin. 06/01/09-06/17/09
<b>TCWF Total:</b>		<b>\$</b>		
<b>GRAND TOTAL: \$</b>		<b>317,246.39</b>		

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

June, 2009

Date	Constituent	Fund	Gift Value Reference
4/24/2009	Claudia A. Basha	FR-Library	\$100.00 Books
6/2/2009	Claudia A. Basha	FR-Library	\$100.00 52 books
6/22/2009	Dino Bozonelos	FR-Library	\$1,000.00 Over 75 books
<b>Grand Total:</b>			<b>\$1,200.00</b>

3 Gift(s) listed





VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES  
AGENDA ITEM

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

TOPIC: STUDENT ACCIDENT INSURANCE  
SUBMITTED BY: Mary Pringle, Fiscal Services  
RECOMMENDED BY: G.H. Javaheripour [Signature]  
APPROVED BY: Robert Silverman [Signature]

**Description/Background:**

The District desires to continue working with Student Insurance to provide student accident insurance coverage for Victor Valley College students during fiscal year 2009-10. Our experience over the past ten plus years with this vendor is that they meet the needs of both the athletic program and the general student population in a cost-efficient manner with excellent customer service. The rates have been very stable over the past few years. There have been minimal increases in our base student and athlete experience rates. A six percent increase in basic coverage is due to increased FTES and changes in negotiated Blue Cross rates.

	<u>2006-07</u>	<u>2007-08</u>	<u>2008-09</u>	<u>2009-10</u>
Basic Coverage	\$88,314	\$90,091	\$97,091	103793
Student CAT	1510	1586	1586	1745
Athletic CAT	<u>3,829</u>	<u>4,020</u>	<u>4,020</u>	<u>4,422</u>
Estimated Annual Premium	\$93,653	\$95,697	\$102,697	\$109,960

**Need:** N/A

**Fiscal Impact:** \$109,960.00 - Budgeted item from Fund 01

**Recommended Action:**

It is recommended that the Board of Trustees approve to continue working with Student Insurance to provide student accident insurance for Victor Valley College during fiscal year 2009-10.

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

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

**Southern California Office**  
 11661 San Vicente Blvd., Suite 200  
 Los Angeles, CA 90049  
 (310) 826-5688  
 (310) 826-1601 Fax

*Insurance - All Forms*  
*Athletic & Football Coverage*  
*University Accident & Health Insurance*  
*College Accident & Health Insurance*  
*Church Groups & Associations*  
*Recreation & Club Insurance*  
*International Student Insurance*  
 Lic No. 0386216

**Northern California Office**  
 9245 Laguna Springs Dr., Suite 320  
 Elk Grove, CA 95758  
 (916) 226-2000  
 (310) 826-1601 Fax

www.studentinsuranceusa.com



E-mail: info@studentinsuranceusa.com

**CERTIFICATE OF INSURANCE BINDER: 2009-2010**

**INSURED:** VICTOR VALLEY COLLEGE  
 18422 Bear Valley Road  
 Victorville, Ca 92392-5849

**CONTACT:** Ms. Lael Willingham  
 Risk Management  
 (760) 245-4271 Ext 2465

**BASIC COVERAGE:** 1 Year Incurring Period  
 COMPANY: Blue Cross – Plan B  
 TYPE/COVERAGE: Students/Intercollegiate Athletes  
**PREMIUM: \$103,793.00**

POLICY NO. TBD  
 EFFECTIVE DATE:  
 8/01/09-8/01/10

**SUPER CATASTROPHIC COVERAGE:** Intercollegiate Athletes  
 COMPANY: AIU  
 COVERAGE LIMITS: \$1,000,000.00  
 EFFECTIVE DATE: 8/01/09-8/01/10

POLICY NO. TBD  
 DEDUCTIBLE: \$25,000.00  
**PREMIUM: \$4,422.00**

**CATASTROPHIC COVERAGE:** Students Only  
 COMPANY: AIU  
 COVERAGE LIMITS: \$1,000,000.00  
 EFFECTIVE DATE: 8/01/09-8/01/10

POLICY NO. TBD  
 DEDUCTIBLE: \$50,000.00  
**PREMIUM: \$1,745.00**

**BASIC COVERAGE LIMITS**

Per Accident Deductibles	\$ 50.00	Students
	\$100.00	Class I Athletes
	\$ 50.00	Class II Athletes
Co-Insurance Percentage	100%	PPO
	50%	Non-PPO
Per Accident Maximum	\$25,000.00	Athletes
	\$50,000.00	Students
	\$ 500.00	Emergency Illness Benefit
	\$ 1,000.00	Official Visitors
	\$ 2,000.00	Dental Maximum
	\$ 1,000.00	Prosthetic Devices
	\$ 2,000.00	Rental Durable Medical Equipment
	\$25,000.00	Expanded Medical/Intercollegiate Athletes
AD&D Benefits	\$ 5,000.00	Double Dismemberment
	\$ 1,000.00	Single Dismemberment
	\$ 7,500.00	Loss of Life

**CLASS I SPORTS: Football, Gymnastics, Skiing (snow), Soccer, Surfing & Wrestling**

**Physical Therapy:** Limited to 24 visits per calendar year per injury; additional visits available if approved by Blue Cross.

**NON-PPO:** Benefit will not exceed \$25.00 per visit.  
 Non-Duplication of Benefits Exercised on **ALL CLAIMS.**

**THIS IS A BRIEF DESCRIPTION OF BENEFITS. THE MASTER POLICY CONTAINS COMPLETE DETAILS OF THE PROVISIONS, LIMITATIONS, EXCLUSIONS AND WILL PREVAIL AT ALL TIMES.**

# Invoice

**Sold To** VICTOR VALLEY COLLEGE  
18422 Bear Valley Road  
Victorville CA 923925849

**Invoice #:** 18963100  
**Installment #:**  
**Invoice Date:** 5/7/2009  
**Due Date:** 7/1/2009

**Bill To** VICTOR VALLEY COLLEGE

**Remit To** Student Insurance  
11661 San Vicente Boulevard  
Suite #200  
Los Angeles CA 900490033

Contract	VICTOR VALLEY-09	Eff Date	08/01/09	Exp Date	08/01/10	Supplier	Blue Cross	
Line Code	Sub	Tran Code	Eff Date					Amount
College Mandator	BASIC	Premium	08/01/2009					\$103,793.00
College Mandator	SCAT	Premium	08/01/2009					\$4,422.00
College Mandator	STUCAT	Premium	08/01/2009					\$1,745.00
<b>Invoice Total:</b>								<b>\$109,960.00</b>

Please Detach and Return Bottom Portion with Payment

**Invoice #:** 18963100  
**Installment #:**  
**Due Date:** 7/1/09

**Amount Due:** \$109,960.00  
**Amount Paid:**

**Remit To** Student Insurance  
11661 San Vicente Boulevard  
Suite #200  
Los Angeles CA 90049-0033

**Insured:** VICTOR VALLEY COLLEGE  
**Re:** VICTOR VALLEY-09

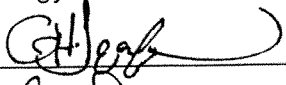
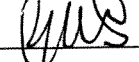


Meeting Date: August 11, 2009

Item Number: 10.7

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

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

**TOPIC:** AGREEMENT – DATALINK NETWORKS (FORTINET)  
**SUBMITTED BY:** Frank Smith, Technology and Information Resources  
**RECOMMENDED BY:** GH Javaheripour   
**APPROVED BY:** Robert Silverman 

**Description/Background:**

The District wishes to enter into an agreement with Datalink Networks for the purchase of a replacement firewall (Fortinet) to provide protection from web based threats, allowing students and faculty to use advanced web services and applications. This security appliance allows for easily configured remote security access and is essential for our "Business Continuity Plan". This firewall will allow us to eliminate at least 3 other systems used on the campus network. The firewall is the single most critical security component on the network and provides protection from internet based threats and attacks 24 hours a day. The new system will provide greatly improved network security and information integrity for the campus network, students, faculty, and staff, while providing enhanced services.

The current firewall is so far out of date that the vendor will no longer support it, which means it can not be updated to prevent future threats. The current system does not prevent threats from newer web based applications such as MySpace, Facebook, Google, etc. and does not provide any redundancy for a failure (single point of failure).

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

**Need:**

This agreement is necessary to provide a replacement firewall for protection from web based threats, allowing students and faculty to use advanced web services and applications.

**Fiscal Impact:** Budgeted Item - \$63,644.36

**Recommended Action:**

It is recommended that the Board of Trustees approve the agreement with Datalink Networks in the amount of \$63,644.36.

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

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

28110 AVENUE STANFORD  
 UNIT A  
 SANTA CLARITA, CA 91355  
 (661)294-8822 VOICE  
 (661)294-8828 FAX



www.datalinknetworks.net

**Fortinet Proposal**

<b>BILL TO COMPANY:</b> ADDRESS 1: ADDRESS 2: CITY,STATE,ZIP	Victor Valley Community College 18422 Bear Valley Rd  Victorville, CA 92395	<b>DATE:</b>	July 20, 2009
<b>CONTACT 1:</b> PHONE: FAX: EMAIL:	Frank Smith 760-245-4271  smithf@vvc.edu	<b>QUOTATION#:</b>	VVCC_072009 Fortinet Proposal
<b>SHIP TO:</b> ADDRESS 1 ADDRESS 2 CITY,STATE,ZIP		<b>PURCHASE ORDER</b>	TBD
		<b>TERMS*:</b> (INITIAL _____)	SALES OVER \$25K: 50%DEPOSIT, 50% NET 20 DAYS SALES UNDER \$25K: NET 20 DAYS PROFESSIONAL SERVICES: DUE ON RECEIPT OF INVOICE BLOCK OF HOURS & MAINTENANCE SALES: DUE ON RECEIPT OF INVOICE
		<b>VALID UNTIL:</b>	August 20, 2009
		<b>REPRESENTATIVE:</b>	Dan Martens

**Fortinet**

Part Number	Description	Qty	Unit Cost	Extension
FG-620B-BDL-US	Fortinet FortiGate 620B - Security appliance - EN, Fast EN, Gigabit EN **Additional Unit is for Failover Capabilities**	2	\$17,760.00	\$35,520.00
	<b>Premium Complete Content Bundle Includes:</b> Hardware Unit Return and Replace Firmware Upgrades 8x5 Enhanced Support Anti Virus IPS Contact Filtering Anti-Spam			
FAZ-1000B-EMU01-US	FortiAnalyzer-1000B bundled with 1 x 1TB drives, supports up to 500 FG devices from models 30 thru 3000 series	1	\$7,147.00	\$7,147.00
<b>TOTAL HARDWARE COSTS</b>				<b>\$42,667.00</b>

**Professional Services**

Part Number	Description	Qty	Unit Cost	Extension
Fortinet Pro Services	Fortinet Engineering: 1 day onsite Activate HA Unit; incorporate eDirectory	1	\$2,500.00	\$2,500.00
Datalink Engineering Sr Network Design	Datalink Engineering: Design Optimum Firewall Network Configuration	8	\$240.00	\$1,920.00
<b>TOTAL PROFESSIONAL SERVICES COSTS</b>				<b>\$4,420.00</b>
I HAVE READ AND UNDERSTAND ATTACHED PRO SERVICES T&C'S		(INITIAL_____)		
		(INITIAL_____)		

### Training

Part Number	Description	Qty	Unit Cost	Extension
FT-02201	COURSE #201: FortiGate Multi-Threat Security Systems I - Administration and Content Inspection: 2 day course, courseware included	1	\$1,500.00	\$1,500.00
FT-03301	COURSE #301: FortiGate Multi-Threat Security Systems II - Secured Network Deployment & VPNs (Course#301), 3 day course, courseware included	2	\$2,000.00	\$4,000.00
<b>TOTAL TRAINING COSTS</b>				<b>\$5,500.00</b>

### Support/Maintenance

Part Number	Description	Qty	Unit Cost	Extension
FC10-00620-951-01-12	FORTIGATE-620B 1 Year Hardware Upgrade to Premium 24X7 Support.	2	\$2,735.00	\$5,470.00
FC10-L1002-311-01-12	FORTIANALYZER-1000B 1 Year Hardware Support. 8X5 Support.	1	\$1,754.00	\$1,754.00
<b>TOTAL MAINTENANCE COSTS</b>				<b>\$7,224.00</b>
I HAVE READ AND UNDERSTAND ATTACHED MAINTENANCE T&C'S				(INITIAL____)
				(INITIAL____)

### PROJECT RECAP

<b>TOTAL HARDWARE COSTS</b>	<b>\$42,667.00</b>
<b>ESTIMATED SALES TAX ON HARDWARE (8.75%)</b>	<b>\$3,733.36</b>
<b>ESTIMATED SHIPPING (REMAINING 620B HA UNIT)</b>	<b>\$100.00</b>
<b>TOTAL PROFESSIONAL SERVICES COSTS (ESTIMATED ONLY)</b>	<b>\$4,420.00</b>
<b>TOTAL TRAINING COSTS</b>	<b>\$5,500.00</b>
<b>TOTAL MAINTENANCE COSTS</b>	<b>\$7,224.00</b>
<b>TOTAL PROJECT COSTS</b>	<b>\$63,644.36</b>

Shipping & Sales Taxes are ESTIMATES

TERMS: INITIALING SIGNIFIES ACCEPTANCE OF THE STATED TERMS OF THIS AGREEMENT INCLUDING THE STATED TERMS OF PAYMENT. FAILURE TO REMIT PAYMENT WITHIN THE STATED TERMS WILL RESULT IN THE FORFEITURE OF ANY ALLOWED DISCOUNTS. LATE PAYMENTS WILL RESULT IN PENALTIES LEVIED AS FOLLOWS:- OVER 30 DAYS 5% OF THE INVOICE, OVER 60 DAYS 10% OF THE INVOICE, OVER 90 DAYS 20% OF THE INVOICE. THE CUSTOMER WILL ASSUME SOLE AND FULL RESPONSIBILITY FOR ANY LEGAL FEES ASSOCIATED WITH THE COLLECTION OF THE DEBT OR ANY PORTION OF THE DEBT. ACCOUNTS RECEIVABLE INFORMATION WILL BE SHARED WITH THE NATIONAL CREDIT REPORTING AGENCIES, TRANSUNION, EXPERIAN AND EQUIFAX.

Customer Acceptance

Date

Customer acceptance acknowledges that this agreement supersedes any and all other agreements, unless they are mutually acceptable, in written form, and signed by both parties.





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

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

**TOPIC:** RESOLUTION #09-07: ELIMINATION OF POSITIONS  
**SUBMITTED BY:** Fusako Yokotobi  
**RECOMMENDED BY:** Fusako Yokotobi *Fusako Yokotobi*  
**APPROVED BY:** Robert Silverman *RS*

**Description/Background:**

Due to lack of funds it is necessary to eliminate vacant positions. All the positions are vacant, no staff will be impacted by the elimination.

<u>CLASSIFICATION (Number of Positions)</u>	<u>FTE</u>	<u>DEPARTMENT</u>
Financial Aid Technician (1)	0.5	Financial Aid
Environmental Studies Specialist (1)	1.0	Agriculture
Admissions & Records Technician (1)	0.5	Admissions & Records
Communications Systems Coordinator (1)	1.0	Administrative Services
Associate Director of Child Development Center (1)	1.0	Child Development Center
Associate Director of Financial Aid (1)	1.0	Financial Aid
Director of Technical Services (1)	1.0	Administrative Services
Facilities Project Manager (1)	1.0	Administrative Services
Financial Aid Technician (1)	1.0	Financial Aid
Human Resources Analyst (1)	1.0	Human Resources
Instructional Assistant Business Education Technician (1)	0.5	Business
Risk Manager (1)	1.0	Administrative Services
Senior Instructional Assistant – Math/Science (1)	0.5	Math/Science
Senior Instructional Assistant – Electronics (1)	1.0	Electronics

**Need:** Approval of Resolution #09-07 to eliminate the above positions.

**Fiscal Impact:** None – Positions have not been budgeted.

**Recommended Action:** It is recommended the Board approve this item.

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

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

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT  
 RESOLUTION OF INTENTION TO ELIMINATE POSITIONS FOR LACK OF FUNDS

**WHEREAS** the current economic health of the District has been adversely affected by the Governor's decision to reduce the funds for this year's budget to such a degree that the District has no choice except to drastically cut its budget. Further, the State has eliminated certain categorical funding and other educational funding that adversely impacts the District. As a result, certain positions will be eliminated for lack of funds.

**WHEREAS** the Board finds that there will be a lack of funds to pay certain staff, so that it is necessary to eliminate vacant positions to reduce and balance the budget.

**WHEREAS** when the economic climate in the State improves, and the State returns to funding categorical programs and other educational programs, the District can evaluate what positions to reinstate at that time.

<u>CLASSIFICATION (Number of Positions)</u>	<u>FTE</u>	<u>DEPARTMENT</u>
Financial Aid Technician (1)	0.5	Financial Aid
Environmental Studies Specialist (1)	1.0	Agriculture
Admissions & Records Technician (1)	0.5	Admissions & Records
Communications Systems Coordinator (1)	1.0	Administrative Services
Associate Director of Child Development Center (1)	1.0	Child Development Center
Associate Director of Financial Aid (1)	1.0	Financial Aid
Director of Technical Services (1)	1.0	Administrative Services
Facilities Project Manager (1)	1.0	Administrative Services
Financial Aid Technician (1)	1.0	Financial Aid
Human Resources Analyst (1)	1.0	Human Resources
Instructional Assistant Business Education Technician (1)	0.5	Business
Risk Manager (1)	1.0	Administrative Services
Senior Instructional Assistant – Math/Science (1)	0.5	Math/Science
Senior Instructional Assistant – Electronics (1)	1.0	Electronics

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Victor Valley Community College District that the aforementioned classifications in the above described department, shall be eliminated for lack of funds.

BE IT FURTHER RESOLVED THAT:

The Vice President, Human Resources, is directed to remove the aforementioned classifications in the above described department from the roster of positions in the District.

RESOLUTION #0907

This Resolution was PASSED AND ADOPTED at a regular meeting of the Board of Trustees of the Victor Valley Community College District held on August 11, 2009.

	Yes	No	Abstain
JOE RANGE:	_____	_____	_____
DENNIS HENDERSON:	_____	_____	_____
ANGELA VALLES:	_____	_____	_____
DON NELSON:	_____	_____	_____
CHRISTOPHER MOLLENKAMP:	_____	_____	_____



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

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

**TOPIC:** LAYOFF RESOLUTION – CLASSIFIED

**SUBMITTED BY:** Fusako Yokotobi

**RECOMMENDED BY:** Fusako Yokotobi 

**APPROVED BY:** Robert Silverman 

**Description/Background:**

Consider adoption of the resolution to layoff for lack of categorical funds and authorize and direct the Vice President, Human Resources to give notice of layoff to employees in the following classifications:

CLASSIFICATION (Number of Positions)	FTE	DEPARTMENT
Office Assistant (1)	1.0	CARE
Office Assistant (1)	1.0	EOPS
Office Assistant (1)	1.0	DSPS
Office Assistant (1)	1.0	Counseling
Clerical Technician II (1)	1.0	EOPS
Clerical Technician II (1)	1.0	DSPS
Admissions & Records Technician (1)	1.0	Admissions & Records
CARE Specialist (1)	1.0	CARE
DSPS Specialist (1)	1.0	DSPS
Office Assistant (1)	1.0	HAAS
Office Assistant (1)	1.0	Vocational Programs
Office Assistant (1)	1.0	Counseling
Administrative Secretary I (1)	1.0	Student & Workforce Development
Administrative Secretary I (1)	1.0	Technical Services
Admissions & Records Technician (1)	1.0	Admissions & Records
Office Assistant (1)	1.0	Campus Police
Administrative Secretary II (1)	1.0	Student & Workforce Development
Human Resources Technician (1)	1.0	Human Resources
Placement Specialist (1)	1.0	CalWORKS
Placement Specialist (1)	1.0	Financial Aid
Financial Aid Specialist (3)	3.0	Financial Aid
Senior Instructional Assistant (1)	1.0	DSPS
Admissions & Records Specialist (1)	1.0	Admissions & Records
Office Assistant (1)	0.5	Teacher Learning Center
Office Assistant (1)	1.0	TRIO
Switchboard Operator/Receptionist (1)	1.0	Switchboard
Permit Teacher (1)	1.0	Child Development Center

The order of layoff shall be in reverse order of seniority within a class, to be determined by the length of service within the class.

Meeting Date: August 11, 2009

Item Number: **11.2**

It is important to note that the District is currently offering an Early Retirement Incentive for classified staff who qualifies for the program. The number of individuals who participate in the Early Retirement Incentive will affect the potential number of lay-offs called for in the proposed resolution. The lay-offs listed in the resolution reflect the current lay-offs in the event the Early Retirement Incentive is unsuccessful. The Early Retirement Incentive will be available for qualified individuals through September 30, 2009. Individuals subject to lay-off notices are required to be provided 45 days advance notice, which necessitates this resolution. The District will provide recession of the lay-off notices as information and participants are determined through the Early Retirement Incentive program or through additional state funding.

**Need:** Approval of this item is needed to begin the layoff process due to lack of categorical funds.

**Fiscal Impact:** Approximately \$733,545.00 to balance the categorical shortfall of \$1,729,549.00

**Recommended Action:** It is recommended the Board approve this item.

**Legal Review:** YES  NOT APPLICABLE

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**Reference for Agenda:** YES  NO

RESOLUTION NO: 09-08

VICTOR VALLEY COMMUNITY COLLEGE DISTRICT  
RESOLUTION OF INTENTION TO LAYOFF FOR LACK OF CATEGORICAL FUNDS

WHEREAS the current economic health of the District has been adversely affected by the Governor's decision to reduce the funds for this year's budget to such a degree that the District has no choice except to drastically cut its budget. Further, the State has eliminated certain categorical funding that adversely impacts the District. As a result, certain classified positions will be eliminated for lack of funds.

WHEREAS the Board finds that there will be a lack of funds to pay certain classified staff, so that it is necessary to lay off staff to reduce and balance the budget.

WHEREAS, there are fourteen (14) classified employees, categorically funded, currently serving in the following classifications, for whom there will be no funds to pay their salaries, effective October 2, 2009:

<u>CLASSIFICATION (Number of Positions)</u>	<u>FTE</u>	<u>DEPARTMENT</u>
Office Assistant (1)	1.0	CARE
Office Assistant (1)	1.0	EOPS
Office Assistant (1)	1.0	DSPS
Office Assistant (1)	1.0	Counseling
Clerical Technician II (1)	1.0	EOPS
Clerical Technician II (1)	1.0	DSPS
Admissions & Records Technician (1)	1.0	Admissions & Records
CARE Specialist (1)	1.0	CARE
DSPS Specialist (1)	1.0	DSPS
Placement Specialist (1)	1.0	CalWORKS
Placement Specialist (1)	1.0	Financial Aid
Financial Aid Specialist (2)	2.0	Financial Aid
Senior Instructional Assistant (1)	1.0	DSPS

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Victor Valley Community College District that classified staff will be laid off under Education Code section 88017as follows:

Effective October 1, 2009, classified employees currently serving in the aforementioned classifications shall be laid off for lack of funds. Effective October 2, 2009, the aforementioned classifications, currently assigned to the above described departments, shall be eliminated for lack of funds.

BE IT FURTHER RESOLVED THAT:

The Vice President, Human Resources, is directed to provide proper notice as required by law to the proper number of classified employees serving in those classifications described herein that they will be laid off for lack of funds, effective at the close of the business day, October 1, 2009. The affected employees shall be given notice of layoff not less than forty-five (45) days prior to the effective date of layoff. They shall be informed of their reemployment

rights, if any, per applicable Education Code sections. As to employees who exercise displacement rights, notice shall be given to the proper number of employees subject to displacement that they will be laid off for lack of work effective the same day:

<u>CLASSIFICATION (Number of Positions)</u>	<u>FTE</u>	<u>DEPARTMENT</u>
Office Assistant (1)	1.0	HAAS
Office Assistant (1)	1.0	Vocational Programs
Office Assistant (1)	1.0	Counseling
Administrative Secretary I (1)	1.0	Student & Workforce Development
Administrative Secretary I (1)	1.0	Technical Services
Admissions & Records Technician (1)	1.0	Admissions & Records
Office Assistant (1)	1.0	Campus Police
Administrative Secretary II (1)	1.0	Student & Workforce Development
Human Resources Technician (1)	1.0	Human Resources
Admissions & Records Specialist (1)	1.0	Admissions & Records
Office Assistant (1)	0.5	Teacher Learning Center
Financial Aid Specialist (1)	1.0	Financial Aid
Office Assistant (1)	1.0	TRIO
Switchboard Operator/Receptionist (1)	1.0	Switchboard
Permit Teacher (1)	1.0	Child Development Center

This Resolution was PASSED AND ADOPTED at a regular meeting of the Board of Trustees of the Victor Valley Community College District held on August 11, 2009.

	Yes	No	Abstain
JOE RANGE:	_____	_____	_____
DENNIS HENDERSON:	_____	_____	_____
ANGELA VALLES:	_____	_____	_____
DON NELSON:	_____	_____	_____
CHRISTOPHER MOLLENKAMP:	_____	_____	_____



As of 8/5/2009

Victor Valley Community College District  
State Categorical Fund

As of this date, total reduction of State funding is \$1,729,549 equal to an approximate 30% reduction.

CATEGORY	Prior Year Budget 2008-2009	Current Year Budget 2009-2010
<b>ESTIMATED REVENUES</b>		
State Categorical Apportionment	\$5,832,912	\$4,103,363
<b>TOTAL REVENUES</b>	<b>\$5,832,912</b>	<b>\$4,103,363</b>
<b>ESTIMATED EXPENDITURES</b>		
Academic Salaries	\$1,177,923	\$1,184,598 *
Classified Salaries	\$1,223,217	\$638,952
Employee Benefits	\$654,531	\$485,251
Supplies	\$351,369	\$178,878
Operations Deductions	\$1,536,373	\$1,155,060
Capital Outlay	\$357,062	\$112,344
Grants to Students	\$532,437	\$348,280
<b>TOTAL ESTIMATED EXPENDITURES</b>	<b>\$5,832,912</b>	<b>\$4,103,363</b>
<b>FUND BALANCE</b>	<b>\$0</b>	<b>\$0</b>

Note: Categorical income vs. expenditures must balance on an annual basis with no reserve generated.

<b>Summary</b>		
Salaries & Benefits reduced in staff reduction (14 positions)	\$ (733,545)	42%
Supplies & Services reduced to Students	\$ (996,004)	58%
<b>Total State reduction as of this date, 08/04/09</b>	<b>\$ (1,729,549)</b>	

\*Includes reduction of vacant Academic Salary

**Possible backfill opportunities:**

1. ARRA Federal Funding, a total of \$130 Million which we will share with the UC, CSU and all other Community Colleges.
2. SERP Retirements and resignations from Categorically funded positions.
3. Additional funding from the State.



Meeting Date: August 11, 2009

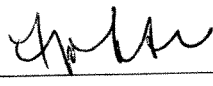
Item Number: 11.3

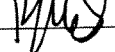
**VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES  
AGENDA ITEM**

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

**TOPIC:** AFT-PTFU AGREEMENT

**SUBMITTED BY:** Fusako Yokotobi

**RECOMMENDED BY:** Fusako Yokotobi 

**APPROVED BY:** Robert Silverman 

**Description/Background:**

The district and AFT-PTFU have met and reached agreement concerning revision of the following articles:

- Article 2, Recognition: revision of the maximum teaching load from 60% to 67% to be consistent with the Education Code.
- Article 9, Workload: revision of the maximum teaching load from 60% to 67% to be consistent with the Education Code.

The agreements listed above have been ratified by AFT-PFU and are presented to the Board of Trustees for ratification.

**Need:**

Board ratification of the revisions to Articles 2 and 9 is necessary to amend the contract with AFT-PTFU.

**Fiscal Impact:** None

**Recommended Action:**

It is recommended that the Board of Trustees ratify the revisions to Article 2, Recognition, and Article 19, Workload, as listed.

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

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

## ARTICLE 2: Recognition

- 2.1 The District recognizes AFT Part-Time Faculty United as the exclusive bargaining agent and representative of the Part-Time Faculty Bargaining Unit effective June 2, 2004.
- 2.2 The Part-Time Faculty Bargaining Unit is described in the PERB Certification of Representation in Case No. LA-RR-1101-E, name as amended August 26, 2004 LA-AC-59-E. "Unit Members" shall mean all members of the Bargaining Unit, individually or collectively.
  - 2.2.1 The Part-Time Faculty Bargaining unit shall include only part-time faculty teaching sixty-seven percent (~~60~~ 67%) or less of a full-time load either for credit or non-credit. This includes the part-time faculty assignment portion of classified employees who teach.
  - 2.2.2 The Part-Time Faculty Bargaining unit shall exclude all management, supervisory, classified (with the exception of teaching assignments performed by classified employees), and confidential employees and all full-time or pro-rata permanent or tenured faculty, contract or non-tenured faculty, full-time temporary faculty paid on the regular and contract faculty salary schedule, substitutes, and lab supervisors.
- 2.3 Unit Members on an authorized leave of absence remain members of the Bargaining Unit during such leaves of absence. Leaves of absences are not authorized beyond the conclusion of the contracted semester/session in which they were granted.
- 2.4 Any dispute between the District and AFT Part-Time Faculty United as to whether any new or revised position is to be included within or excluded from the Bargaining Unit shall be submitted to the exclusive jurisdiction of the Public Employment Relations Board ("PERB").

## ARTICLE 9: Workload

- 9.1 The load of an adjunct faculty member will not exceed ~~60~~ **67%** of a full-time faculty load without approval from the Chief Instructional Officer. There shall be no arbitrary limit set by policy of the District or any division or department of the college to restrict part-time faculty from achieving a sixty-~~seven~~ **percent (60 67%)** workload.
- 9.2 Ancillary activities shall not be part of the calculation of the Unit Member's workload for purposes of this Article and pursuant to Education Code section 87482.5(c). Ancillary activities shall be duties and responsibilities assumed by a Unit Member that are not required of all Unit Members having similar instruction, counseling, or library assignments. Ancillary activities include, but are not limited to, service as a member of the Academic Senate, hiring committees, evaluation committees, department committees, and shared governance committees of the college. Other examples of ancillary activities are grant-writing, curriculum development, advising student organizations (unless that is an essential function of a particular instructional assignment), and administering the Collective Bargaining Agreement and includes mandatory paid orientation for new unit members or unit members absent for four (4) or more consecutive semesters.
- 9.3 The minimum class size shall be twenty-two (22) students enrolled as of the official census day. The Chief Instruction Officer may approve lower minimum enrollments. No class shall be cancelled if it meets the minimum enrollment as of the census day unless there are exceptional circumstances (e.g., instructor's catastrophic illness).
- 9.4 Maximum Class Size
- 9.4.1 The maximum class size for "face to face," on-campus classes will be limited by the capacity of the room in which the class is scheduled, except the maximum class size for English composition shall be 30 students.
- 9.4.2 The combined enrollment for multiple "face to face," on-campus sections or courses that are taught simultaneously by the same instructor shall not exceed the maximum specified in Section 9.4.1.
- 9.4.3 Online class enrollment shall not exceed thirty (30) students. It is possible to have an over-enrolled class that is allowed by the Chief Instructional Officer and agreed to by the faculty member. Over-enrollment will be compensated at the prevailing hourly rate and will not be counted as load. Payment will be according to Table 1 below:

**TABLE I**

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

- 9.4.4 When instruction is delivered by pre-recorded television, the class enrollment shall not exceed one-hundred (100) students.



Meeting Date: August 11, 2009

Item Number: 11.4

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

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

TOPIC: AFT MOU, EVALUATION PILOT PROGRAM

SUBMITTED BY: Fusako Yokotobi

RECOMMENDED BY: Fusako Yokotobi

APPROVED BY: Robert Silverman

**Description/Background:**

The district and AFT-PTFU have met and reached agreement on a Memorandum of Understanding for an Evaluation Pilot Program. The district and AFT will meet in November to discuss and analyze the effectiveness of the pilot program.

**Need:** Board ratification of the MOU is necessary to amend the contract with AFT-PTFU.

**Fiscal Impact:** A maximum of \$1350; budgeted.

**Recommended Action:** It is recommended that the Board of Trustees ratify the MOU with AFT-PTFU for an Evaluation Pilot Program as listed.

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

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

**MEMORANDUM OF UNDERSTANDING  
BETWEEN VICTOR VALLEY COMMUNITY COLLEGE DISTRICT  
AND PART-TIME FACULTY UNITED, AFT 6286**

**JUNE 15, 2009**

**Evaluation Pilot Program**

The Victor Valley Community College District ("District") and the AFT Part-Time Faculty United Local 6286 ("AFT"), by and through their respective Negotiating Teams, agree that the contract be amended to include the following Evaluation Pilot Program:

**I. Evaluation/Observation**

The parties agree that the following are the guidelines and criteria for the Evaluation/Observation component of the Pilot Program beginning fall 2009:

- A. 25 classes will be selected for the peer observation/student evaluation.
- B. The following classes must be selected from the 4 academic divisions.
  - 1. A minimum of one class must be selected from each division
  - 2. Lecture only classes
  - 3. Lab only
  - 4. Lecture/lab combo
  - 5. Off-campus classes
  - 6. Credit only
  - 7. Online classes
  - 8. Onsite - Face to face
  - 9. Required transfer courses
  - 10. Basic skills
  - 11. Hybrid
  - 12. Foreign language
  - 13. ITV
  - 14. Categorical funding classes
  - 15. Physical Education – Activity
  - 16. Weekend classes
  - 17. One of the one day classes (fire tech has one day classes they offer)
  - 18. Short term classes
  - 19. Huge departments
    - a. Examples: math, English, biology, history, psychology, CIDG, etc.
  - 20. Guidance
  - 21. Honors class
  - 22. \*Excludes Librarians & Nurses
- C. Human Resources will identify new faculty starting in fall 2009.
- D. Deans will identify additional adjunct faculty if needed. Participation for existing faculty will be voluntary.



## AFT Evaluation Pilot Program MOU

- E. Faculty will receive in the college mail the observation instrument and the rubric.
- F. Department chairs will recommend observers and adjunct faculty can volunteer. Observers will also be solicited through the joint communiqué sent out by the District and AFT Part-time Faculty United. Deans will assign.
- G. Observers need to be in the discipline or related discipline.
- H. Pilot observers will be selected from only part-time faculty prior to census.
- I. Observers will be paid \$54.00 for the observation and follow-up meeting with the individual they observed.
- J. Peer observation will begin after census or the day of census if it's a one day class.
- K. The observation process is as follows:
  - 1. Peer observer receives the instrument via email from HR
  - 2. Upon receipt of test instrument, peer observer has 2 weeks to conduct the observation
  - 3. Peer observes class and rates instructor using form (hard copy)
  - 4. Peer observer fills out template on-line, receives immediate results and prints one copy
- L. Observer will meet with the faculty within one week.
- M. Faculty member receiving the observation will sign the form to indicate that it has been discussed with him/her; signature does not indicate agreement.
- N. Peer observer will send hard copy of completed form within 1 week to the appropriate administrator.
- O. Once the observation form is received in appropriate administrator's office, forms will be generated for observer's compensation.
- P. Student evaluations will be administered with the rest of the adjuncts who require an evaluation process.
- Q. Dean reviews peer observation and student evaluation and will meet with the observee if necessary.
- R. The employee will have the right to respond to the observation and evaluation.
- S. The results are sent to Human Resources.

## 2. Hiring Priority List

A. For all instructors who are not participating in the pilot program, the priority hire process will be as written in the current contract.

B. The individuals who are selected for the pilot program who have taught the required number of semesters will also have the opportunity to obtain status on the priority list by meeting the following criteria:

- 1. Must have taught 4 of 6 consecutive semesters – Fall and Spring only.
- 2. **OR** 15 courses.
- 3. Must teach credit classes or prerequisite non-credit classes.

AFT Evaluation Pilot Program MOU

- 4. In cases where ties in priority assignments must be broken, follow the process in the current contract, Article 13.4.2.
- 5. Human Resources will determine who has met the criteria for priority status and will disseminate the information to the VPI with a copy to Part-time Faculty United.

The District and AFT will meet in November for a debriefing of the process and to analyze the results. Based on these outcomes with possible revisions, the process could be run again in spring 2010.

For AFT Part-Time Faculty United:

Mary Miller  
 Mary Miller

7/16/09  
 Date

For Victor Valley Community College District:

\_\_\_\_\_  
 Robert Silverman

\_\_\_\_\_  
 Date

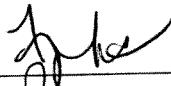



VICTOR VALLEY COMMUNITY COLLEGE DISTRICT- BOARD OF TRUSTEES  
AGENDA ITEM

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

TOPIC: AFT-PTFU INITIAL NEGOTIATIONS PROPOSAL TO DISTRICT

SUBMITTED BY: AFT-PTFU

RECOMMENDED BY: Fusako Yokotobi 

APPROVED BY: Robert Silverman 

**Description/Background:**

The AFT-PTFU wishes to sunshine the articles listed on the attached sheet per Article 19 of the AFT-PTFU contract.

A public hearing will be held at the next board meeting in September to receive comments.

**Need:**

The AFT-PTFU wishes to sunshine the articles listed per article 19 of the AFT-PTFU contract.

**Fiscal Impact:** None

**Recommended Action:**

It is recommended that the board take the appropriate action noted above.

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

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



## **VVC PART-TIMERS** Local 6286

Bargaining proposals from AFT Part-Time Faculty United,

### **Successor Agreement**

We intend to open the following articles for negotiations. We request that these proposals be sunshined at the July, 2009 Board Meeting. Our proposals will include but not be limited to:

Article IV Union Rights

Bulletin Board space

Article VI Evaluation

Timelines for once a week courses

Article VIII Leaves

Inclusion of domestic partners in certain leave provisions

Impact of leave of absence on sick leave

Article IX Workload

Eliminate disadvantage for part-time faculty in minimum class size

Article XI Working Conditions

Security and safety during hours of evening classes, adequate parking

Article XIII Faculty Assignments

Clarification of which courses will include evaluation and observation

Priority for full-time hire

Article XIV Intellectual Property

Provisions for curriculum design

Article XIX Reopening Negotiations

Make current

