Operating Agreement By and Between
the Napa Valley Community College District and
the Napa Valley College District Auxiliary Services Foundation

This Operating Agreement ("Agreement") is made and entered into entered into this 1st day of July, 2024, by and between the Napa Valley Community College District, a California community college district and political subdivision of the State of California ("District"), and the Napa Valley College District Auxiliary Services Foundation, a California Nonprofit Public Benefit Corporation ("DAS"), and replaces all prior Operating Agreements entered into between the District and DAS. District and DAS may hereinafter be referred to individually as "Party" and collectively as "Parties."

ARTICLE 1. Purpose and Finding

The purpose of DAS is to promote the District and assist the District's educational mission by soliciting and receiving gifts, property, and funds to be used for the benefit of the District and its students, and administering functions that are integral to District programs.

The District has determined that administration by DAS is more effective in accomplishing these functions and activities than would be possible under usual governmental budgetary, purchasing and other fiscal procedures. Further, the District expects to benefit from the experience and expertise of DAS staff.

ARTICLE 2. FOUNDATION SERVICES, PROGRAMS, AND FUNCTIONS

The Parties mutually agree that DAS will manage, operate, and administer the following services, programs, and functions:

- Bookstores;
- Food and Campus Services;
- Facilities and equipment, including parking;
- Workshops, conferences, institutes, and federal projects;
- Solicitation and receipt of gifts, bequests, devises, endowments and trusts for the benefit of the District and its students;
- Community fundraising activities for the benefit of the District and its students;
- Alumni activities; and
- Public relations programs and activities to build public support for the District.

ARTICLE 3. SPECIFIC AREAS OF AUTHORITY AND RESPONSIBILITY.

ARTICLE 3.1 – DAS Authority and Responsibility. DAS shall perform the following with respect to the services, programs and functions set forth in Article 2 of this Agreement:

ARTICLE 3.1.1 – Donor Development. In collaboration with the Napa Valley College Foundation, DAS will coordinate charitable giving, marketing, and customer relations systems management efforts for the District's benefit, including annual fund campaigns, alumni giving, employee giving, and other fundraising efforts. DAS will accept donations in accordance with DAS and District policy, on the condition that such gifts are used only for purposes consistent with the District's implementing regulations and this Agreement. DAS will track and acknowledge donor contributions to encourage good will towards DAS and District.

ARTICLE 3.1.2 – Grant Management. DAS will act as a fiscal agent and provide program support for approved grant opportunities from all sources that will benefit the District's mission.

ARTICLE 3.1.3 – Scholarship Management. DAS will solicit and secure resources for a limited number of specialized scholarships to help support the District's mission and goal of promoting student success.

ARTICLE 3.1.4 – Special Events. DAS may, from time to time, organize and host special events related to the District's educational programs in accordance with directives from or approval by the District Superintendent/President. DAS is not permitted to use the District's name, seal, or other District identifying insignia for such events without the Superintendent/President's prior authorization.

ARTICLE 3.1.5 – Bookstore Contract Management. The District contracts with Follett Education to operate a bookstore on campus. DAS will manage the District's contract with Follett Education.

ARTICLE 3.1.6 – Facilities Rentals/Community Partnerships Contract Management. The District engages in co-promotional and other partnership agreements with local agencies, non-profit organizations, and companies. DAS will manage these agreements.

ARTICLE 3.1.7 – Food Services. DAS operates the Napa Valley College Café on campus for the benefit of the District's students and community. DAS also operates catering and vending services.

ARTICLE 3.1.8 – Print Services. DAS shall operate the District's Printshop in accordance with the adopted Business Plan for the benefit of internal and external stakeholders. (Amendment 1)

ARTICLE 3.1.9 – Support for Winery Sales and Marketing. In collaboration with the Viticulture & Wintery Technology Foundation, DAS will provide support for sales from the District's winery and marketing for the District's winery.

ARTICLE 3.1.10 – Support and Compliance for Revenue Generating Programs. DAS provides support and compliance for the benefit of the District's revenue generating programs and services, including, but not limited to, the Performing Arts Center, the Napa Valley Writers' Conference, and the Viva Mariachi Festival.

ARTICLE 3.1.11 – Workforce Training Institute Management and Support. DAS operates the District's Healthcare Workforce Training Center (Napa CPR) and supports the Criminal Justice Training Center and Hospitality, Wine & Food Training Center. (Amendment 1).

ARTICLE 3.1.1.12 – Trips and Tours and Community Education/Services Programs. DAS shall operate the District's Educational Travel community services program.

ARTICLE 3.1.1.13 – Employment Services. DAS shall manage human resources, payroll, benefits, and retirement programs for qualified positions. (Amendment 1)

ARTICLE 3.2 – District Authority and Responsibility. The District shall perform the following with respect to the services, programs, and functions set forth in Article 2 of this Agreement:

ARTICLE 3.2.1 – Provision of Directory Information. The District shall provide DAS with directory information for current and former students, alumni, faculty, and staff for the purposes of marketing, fundraising campaigns, food service operations, and communications for programs and services.

ARTICLE 3.2.2 – Donor Support Functions. The District may, at the discretion of the Superintendent/President or designee, request that a donor direct their donations to DAS.

ARTICLE 3.2.3 – Grant Authority. The District, through its Superintendent/President or designee, shall hear recommendations by DAS with respect to identified grant opportunities; and shall approve or reject DAS's proposal to apply for identified grants. The District may authorize DAS, as a 501(c)(3), to accept private foundation, corporate foundation, Federal or State funded Grants on behalf of the District. If award of a Federal- or State-funded grant is contingent on acceptance by a 501(c)(3) and the District and DAS determine it is fiscally and strategically beneficial, DAS may apply for the grant. Upon award of the grant to DAS, the District will amend its annual audit Agreement to include auditing of the grant funds per applicable grant and auditing guidelines. The District and DAS will ensure adherence to Federal/State compliance rules applicable to the grant, including but not limited to following the Office of Management and Budget (OMB) circulars, etc.

ARTICLE 3.2.4 – Student Scholarship Support. The District's Financial Aid Office will record student scholarship receipts and enter awards in student financial aid records as that information is provided by DAS.

ARTICLE 3.2.5 – Special Events. The District, through its Superintendent/President or designee, will review and may authorize any events organized and hosted by DAS in the District's name, or in support of District educational programs. DAS is not permitted to use the District's name, seal, or other District identifying insignia for such events without its prior authorization.

ARTICLE 4. CONSIDERATION.

As consideration for the service support functions provided to the District by DAS, the District shall provide DAS the following benefits:

ARTICLE 4.1 - Direct Support. The District Board of Trustees may establish an annual service fee to support DAS functions, upon the recommendation of the Superintendent/President through the District's Adopted Budget. The annual service fee may include a base service support amount and any additional amounts designated for unrestricted or restricted purposes within the authorized functions of DAS. The approved annual fee, if any, shall be distributed on either a monthly or quarterly basis as mutually determined by the Parties.

ARTICLE 4.2 - In-Kind Support. It is further acknowledged that in-kind support is provided to DAS by the District only for those services and functions that are consistent with this Agreement and the policies, rules, and regulations which have been or may be adopted by the District Board of Trustees or its designee, and include, but are not limited to (a) the use of District facilities and related custodial, maintenance, and repair of these facilities, as set forth in this Agreement; (b) Salaries and benefits for District staff assigned to provide services to DAS as set forth in Article 7 of this Agreement; and (c) apportioned custodial, maintenance, utilities, audit fees, software, contract services, technology, postage, etc. as set forth in this Agreement..

ARTICLE 4.3 – Discretionary Support. District Superintendent/President may provide for additional resources for DAS for specific purposes through supplemental instruments, which may include funding for the District Superintendent/President's discretionary account, President's Rotary Fund.

ARTICLE 4.4 – Reimbursement by DAS. ARTICLE 4.4 – Reimbursement by DAS. The Parties acknowledge and agree that direct and in-kind support provided by DAS to the District and its students will meet or exceed the District's direct and in-kind support to DAS, including any tangible or intangible benefits and such support is intended to reimburse the District for any monetary benefit or support of other value provided to DAS.

ARTICLE 5. USE OF DISTRICT FACILITIES

DAS may occupy, operate and use, either separately or jointly, such District facilities as are mutually identified as appropriate. DAS's use of the District's facilities does not establish a landlord/tenant relationship between the District and DAS, unless such relationship is otherwise established by a separate written agreement entered into between the District and DAS.

DAS shall use the facilities and property only for those services and functions that are consistent with this Agreement and the policies, rules, and regulations which have been or may be adopted by the Board of Trustees of the District. DAS shall keep and maintain all utilized District facilities in a clean and orderly condition. The District agrees that it will keep the described facilities in good repair and will pay for normal, reasonably anticipated maintenance costs and repairs. The District and its agents shall have the right to enter District facilities utilized or occupied by DAS or any part thereof for any reason.

The right to use any of the District facilities or equipment included in this Agreement or amendments shall cease upon 60 DAYS written notice by the Superintendent/President that the facilities are needed for the exclusive use of the District.

During the term of this Agreement, DAS shall have the right to place and attach fixtures, signs, furniture, and equipment in or upon facilities as authorized in writing by the District Superintendent/President as to number, site, and location. Fixtures, signs, or equipment so erected, placed, or attached by DAS shall be and remain the property of DAS and shall be removed therefrom by DAS upon termination of this Agreement or at any time when directed by the District Superintendent/President in writing.

FOR TERM OF AGREEMENT: DAS shall reimburse the District for its proportional use of District facilities by paying a rental charge to the District for such use. The annual charge for such use shall be $[1] for the term of this Agreement.

The District reserves the right to charge DAS for costs related to excessive use or beyond normal wear and tear of District facilities utilized by DAS.

ARTICLE 7. REIMBURSEMENT FOR DISTRICT SERVICES, MAINTENANCE, AND OPERATING EXPENSES (Revised Amendment 2)

Non-Monetary or Intangible Benefits

Reimbursement to the District by DAS shall be in the form of non-monetary, intangible benefits as stated below:

DAS shall provide the District with both campus services and community relations services in the Napa Valley College service area that actively promote, recruit, educate, and/or heighten the awareness of the college/District programs, services and/or student needs. By serving as ambassadors of goodwill for the District, DAS will strive to enhance the reputation of the District both locally and statewide.

DAS shall manage, monitor, and administer revenues generated by DAS on behalf of the college/District for the support and enhancement of student and instructional needs.

DAS shall manage, monitor, and operate campus services for the benefit of students, staff, and the community, as stated in this Agreement between the District and DAS.

DAS shall actively cultivate and solicit donations to the college/District for identified programs and projects.

DAS shall foster positive giving opportunities among all internal and external constituents through payroll deduction campaigns, annual giving campaigns, grants, sponsorship programs, and special events to generate needed resources for college/District programs.

The District has determined that the benefits they derive from the services performed by DAS through its campus services, community relations, resource development, and other advancement efforts on behalf of the District, clearly exceeds the value of services and expenditures incurred by the District as a result of the activities of DAS.

District staff assigned to perform services to DAS shall be provided with a salary, working conditions, and benefits determined by the District, which are comparable to the salary, working conditions, and benefits provided to District employees performing similar services for the District.

To the extent the District and DAS annually agree to assign District employees to provide services to DAS under the terms of this Agreement, assigned employees shall remain employees of the District and subject to the direction and control of the District, and not of DAS.

ARTICLE 8. INDIRECT COSTS

If DAS administers any special or federally sponsored programs, it shall reimburse the District for indirect costs associated with the performance of services by the District for DAS relating to the same. In advance of administering such program, the District and DAS agree to assign a simple and stable method for determining the extent of DAS's liability for indirect costs. Such liability shall take into consideration the District's special or federal indirect cost rate and the approved indirect cost allocation, if any, of the special or federal program award.

ARTICLE 9. MAINTENANCE OF OPERATING EXPENSES

DAS shall be responsible for maintenance and payment of its operating expenses.

ARTICLE 10. PUBLIC RELATIONS EXPENDITURES

With respect to any expenditures for public relations or other purposes that would serve the District, DAS may expend funds in such amounts and for such purposes as are approved by the DAS Board of Directors. Prior to any expenditure under this Article, DAS will submit to the District Superintendent/President a statement of its Board-approved policy on accumulation and use of public relations funds and fund development. The statement will include the policy and procedures on solicitation of funds, source of funds, amounts, purposes for which the funds will be used, allowable expenditures, and procedures of control.

ARTICLE 11. CAPITALIZATION AND DISPENSATION OF NET EARNINGS.

DAS shall adopt financial standards to ensure fiscal viability. Such standards shall include proper provision for professional management, adequate working capital, and adequate reserve funds for current operations, capital replacements, contingencies, and adequate provisions for new business requirements.

Income generated by DAS in excess of costs and appropriate provision for equipment, maintenance, working capital and reserves shall be used for the general benefit of the District, its students, and its educational programs as determined by the Board of Directors of DAS and approved by the Superintendent/President pursuant to Articles 2 and 3 of this Agreement.

DAS's Board shall approve all expenditures and fund appropriations consistent with its mission and the terms of this Agreement, including, but not limited to, expenditures for parking facilities, stadia, student centers, student union, health centers, bookstores or auxiliary facilities for use of students, faculty members, or employees of the District. DAS shall obtain District approval for the appropriation of any funds for use outside of DAS's normal business operations.

ARTICLE 12. RESERVE.

DAS shall establish and maintain a reserve contingency of eight percent (8%) of its general, unrestricted operating fund to provide DAS with sufficient reserves for operations in the case of unexpected events.

ARTICLE 13. DISPENSATION OF NET ASSETS UPON DISSOLUTION OR CESSATION OF OPERATIONS

Upon dissolution of DAS or the cessation of operations of DAS under this Agreement, unless extended or renewed, the net assets of DAS resulting or arising from this Agreement shall be transferred to the District or expended for the benefit of the District. If the District removes DAS from its list of auxiliary organizations in good standing, DAS's net assets and liabilities shall be distributed to the District.

ARTICLE 14. COVENANTS

ARTICLE 14.1 – Compliance with Education Code Statutes, Regulations, and District Policies and Procedures. During the term of this Agreement, including any renewals and extensions thereof, DAS agrees to maintain its organization and to operate in accordance with such statutes and regulations of the State of California as may, from time to time, apply to auxiliary foundations, including Education Code sections 72670 through 72682 and the regulations contained in Title 5, section 59250 *et seq*., as well as District Board Policy and the District's Auxiliary Organization Implementing Regulations as set forth in Administrative Procedure 3600.

ARTICLE 14.2 – Compliance with DAS Incorporating Documents. DAS shall comply with the provisions of its Articles of Incorporation and Bylaws as, from time to time, amended. DAS shall not amend any provisions of its Articles, Bylaws, or other governing documents, policies, or procedures to violate or frustrate the purpose of this Agreement.

ARTICLE 14.3 – Compliance with State and Federal Law Regarding Exempt Status. DAS agrees to maintain its organization and operate in accordance with Internal Revenue Code sections 170(b)(1)(A), 501(c)(3), and 509(a)(1), Corporations Code sections 5110-6815, California Government Code section 12580, and DAS shall maintain compliance with all requirements thereof at all times.

ARTICLE 15. ADVICE OF COUNSEL AND CERTIFIED PUBLIC ACCOUNTANT

DAS shall obtain the services and counsel of at least one attorney admitted to practice law in this State. The attorney need not be a member of DAS's Board, but DAS is responsible for the costs associated with such counsel. DAS shall obtain the services and counsel of at least one licensed certified public accountant. The certified public accountant need not be a member of DAS's Board, but DAS is responsible for the costs associated with such counsel.

ARTICLE 16. LIMITATION ON CONTRACTS OR BUSINESS ARRANGEMENTS INVOLVING REAL PROPERTY

DAS shall not enter into any contract or other business arrangement involving real property either by lease involving payments of more than $25,000 per annum and duration terms of more than one year, or by purchase without prior approval of the Superintendent/President.

ARTICLE 17. THIRD-PARTY AGREEMENTS

DAS shall not enter into any contract that would obligate the District, its facilities, equipment or personnel, without the prior written approval of the District except that the District delegates to DAS the authority to enter into and manage rental or lease of District facilities or equipment of up to five years' duration.

ARTICLE 18. ACCOUNTING AND RECORDS

ARTICLE 18.1 – Maintenance of DAS Financial Records. DAS shall maintain in its own files, records, and accounts of its program expenditures pursuant to its budgets for a minimum of five years, in accordance with Administrative Procedure 3600, or as otherwise required by law. DAS's program and budget records shall be maintained in accordance with prudent business practices and generally accepted accounting principles, and shall include transactions of purchases, disbursements, and investments. Unless prohibited by law, DAS shall provide the District with copies of such records upon request. DAS shall further disclose records to the extent required by the Internal Revenue Code, the California Corporations Code, and the Richard McKee Transparency Act as set forth in Education Code section 72690, *et. seq*.

ARTICLE 18.2 – Annual Audit Reports. DAS shall retain a CPA firm to annually audit DAS. DAS is responsible for the costs of the CPA audit services. DAS shall notify the District of the CPA selected within 30 days of such selection. Thereafter, the CPA shall conduct an audit in accordance with auditing and reporting procedures provided by the District. DAS shall provide the District with its completed audit reports within 30 days of receipt by DAS, and no later than September 15 each year, in accordance with Administrative Procedure 3600 – Auxiliary Organizations. It shall additionally publish and disseminate such reports as widely as feasible and be available to any person on request, except as otherwise provided by law.

ARTICLE 19. MISCELLANEOUS

ARTICLE 19.1 - Non-Assignability. This Agreement may not be assigned by either the District or DAS, either in whole or in part, without the express written consent of the other.

ARTICLE 19.2 – Notices. All notices herein required to be given, or which may be given by either party to the other, shall be deemed to have been fully given when made in writing and served personally, or three days after mailing if sent by certified mail, postage prepaid.

Notice to the Auxiliary shall be addressed as follows:
Carollee Cattolica, Director, Enterprise and Auxiliary Services
Napa Valley Community College District
2277 Napa-Vallejo Hwy.
Napa, CA 94558

Notice to the District shall be addressed as follows:
James Reeves, James Reeves, Assistant Superintendent/President & Vice President of Administrative Services
Napa Valley Community College District
2277 Napa-Vallejo Hwy.
Napa, CA 94558

Any party may change the address or persons to which notices are to be sent to it by giving the written notice of such change of address or persons to the other parties in the manner provided for giving notice.

ARTICLE 19.3 - Term of Agreement. This Agreement shall commence upon its effective date, and shall continue for a term of five years, unless sooner terminated as herein provided; provided, however, that this Agreement shall be renewed automatically for subsequent annual periods, unless either party notifies the other in writing not later than 90 days prior to any renewal date of its intention not to renew. In the event of termination, the provisions governing the distribution of assess upon dissolution or cessation of operations (Article 13), shall survive such termination.

If DAS does not remain in good standing in accordance with the District's Implementing Regulations (AP 3600), this Agreement will immediately terminate, and DAS will terminate any contracts with third parties, subject to the provisions Article 13 of this Agreement, which shall survive such termination. Immediately upon notice of termination by either Party, DAS shall arrange for the vacation and return of any space, facilities, equipment, or other property of the District provided under this Agreement.

ARTICLE 19.4 - Governing Law. This Agreement shall be construed in accordance with the laws of the State of California applicable to agreements made and to be performed in such state, and the state and federal courts located in Napa County, California and the Northern District of California shall have exclusive jurisdiction of all suits and proceedings arising out of or in connection with this Agreement. Both Parties hereby submit to jurisdiction of those courts for purposes of any such suit or proceeding, and waive any claim that any such forum is inconvenient.

ARTICLE 19.5 – Headings. The titles and headings of the various sections of this Agreement are intended solely for convenience of reference and are not intended to explain, modify, or place any construction on any of the provisions of this Agreement.

ARTICLE 19.6 - Amendment of Agreement. This Agreement may be amended solely by means of a written instrument, executed by the District and DAS, and appended to this Agreement.

ARTICLE 19.7 – Indemnification. DAS agrees to indemnify, defend, and hold harmless the District, its officers, agents, and employees from any and all loss, damage, or liability that may be suffered or incurred by the District, its officers, agents, and employees, caused by, arising out of, or in any way connected with this Agreement, or the use of any of facilities by DAS in connection with this Agreement; provided that the loss, damage, or liability does not arise from the intentional or negligent acts or omissions of the District, its officers, agents, or employees.

It is expressly understood and agreed that the foregoing provision is intended to be as broad and inclusive as is permitted by the law of the State of California, that this indemnity will survive the expiration or termination of this Agreement, and that this indemnity shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for DAS under workers' compensation acts, disability benefit acts, or other employment benefit acts.

ARTICLE 19.8 – Insurance. In Accordance with AP 3600 – Auxiliary Organizations, DAS shall secure and maintain insurance adequate to protect its operations from catastrophic losses and as required by law.

In any insurance policy secured by DAS, the District shall be named as additional insured. A copy of each policy or endorsement or insurance certificates setting forth the coverage and limits shall be provided to the District within 30 days from the receipt of the document. In obtaining the insurance coverage, DAS may secure the insurance directly through its own broker or through the District.

The Parties acknowledge and agree that the District's workers compensation insurance will cover District employees providing services to DAS.

ARTICLE 19.9 – Termination of Prior Agreements. By executing this Agreement, the Parties agree that all former agreements entered into between the District and DAS prior to the date of this Agreement are hereby terminated and of no further force and effect.

ARTICLE 19.10 – Entire Agreement. This Agreement and any appendices to it contain all representations and the entire understanding and agreement between the Parties. Correspondence, memoranda, and oral or written agreements that reseroriginated before the date of the Agreement are replaced in total by this Agreement, unless otherwise expressly stated in this Agreement.

ARTICLE 19.11 – Binding Effect of Agreement. This Agreement is for the benefit of and shall be binding on the Parties and their respective predecessors, successors, Board of Trustees or Directors, or governing body, principals, officers, employees, agents, representatives, and assigns. Nothing contained in this Agreement shall be deemed to create any contractual relationship between the District and any third party, nor shall anything contained in this Agreement be deemed to give any third party any claim or right of action against the District.

ARTICLE 19.12 – Authority to Sign. Each person executing this Agreement on behalf of a Party represents and warrants that he or she represents and is authorized to execute and commit to this Agreement on behalf of and to fully bind such Party.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of this ______ day of _______, 2023.

____

Kyle Iverson
President
Board of Trustees

Napa Valley Community College District
Date:_________

____
James Reeves
Chair
Board of Directors
Napa Valley College District Auxiliary
Services Foundation (DAS)
Date: ______________________

APPENDIX A

DISTRICT EMPLOYEES PROVIDING PROFESSIONAL SERVICES TO DAS

(FY 2024/2025 – Year 1)

1. Services provided by District employees. For Fiscal Year 2024-2025, the following District employees will provide the following services to DAS, equivalent to the number of hours or proration of time described below:

    - The District's Vice President of Administrative Services/Associate Superintendent/President is estimated to provide Board Chair and services to the Foundation for up to 2% of his/her/their regular hourly commitment to the District.
    - The District's Controller is estimated to provide services to the foundation for up to 5% of his/her/their regular hourly commitment to the District.
    - The District's Director of Enterprise & Auxiliary Services may provide Executive Director services to the Foundation for up to 60% of his/her/their regular hourly commitment to the District.
    - The District's Grants Accountant may provide accounting services to the Foundation for up to 40% of his/her/their regular hourly commitment to the District.
    - The District's Administrative Assistant-Enterprise & Auxiliary Services shall provide administrative support services to the Foundation for up to 60% of his/her/their regular hourly commitment to the District
    - The District's accounting and business services staff may provide 10 hours of monthly services to the Foundation.

    All effort that District employees provide on behalf of DAS must be recorded, including a general description of the work performed, for record-keeping and auditing. District staff shall not perform work for DAS outside of the hours of work assigned to DAS.

2. Direction of employees. District employees, even while providing services to DAS, remain District employees who report directly to the District Superintendent/President or designee.

3. Evaluation of District employees providing services to DAS. All District employees providing services to DAS shall be evaluated by the District only, in accordance with District evaluation standards. However, the District may seek feedback from DAS Board members who interact with District staff in furtherance of the District's evaluation of such employees.

4. Compensation and benefits provided to District employees providing services to DAS. While serving DAS, District employees shall be paid at the same rate of pay, and entitled to the same benefits, as those established for their corresponding District position. It is understood and agreed between the parties that the work and working conditions of the District staff positions set forth in paragraph 1 above are comparable to the positions in which they provide services to DAS.

5. Reimbursement for District employees providing services to DAS. The District shall invoice, and DAS shall reimburse the District for the time District staff spend serving DAS as set forth in the Operating Agreement between the District and DAS regarding reimbursement for services provided performed by District employees.

IT IS SO AGREED:

____
Kyle Iverson
President
Board of Trustees
Napa Valley Community College District
Date:_________

____
James Reeves
Chair
Board of Directors
Napa Valley College District Auxiliary
Services Foundation (DAS)
Date: ______________________